

# AWARD/CONTRACT

1. Reserved for later use

Page or Pages

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Contract Number UJCHC-2007-E-0010	3. Effective Date See Box 20C	4. Requisition/Purchase Request/Project No. RQ341638
5. Issued By Government of the District of Columbia Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001		6. Administered By (If other than line 5) Government of the District of Columbia Department of Health 825 North Capitol Street, NE Washington, DC 20002

7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Medical Transportation Management, Inc. 16 Hawk Ridge Drive Lake St. Louis, Missouri 63367 Phone: 636-561-5686 Fax: 636-561-2962	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F)
9. Discount for prompt payment	
10. Submit Invoices to the Address shown in <input type="checkbox"/> Item (2 copies unless otherwise specified)	

11. Ship to/Mark For Code N/A	12. Payment will be made by Office of the Chief Financial Officer Department of Health 825 North Capitol Street, NE Washington, DC 20002
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13. Reserved for future use		14. Accounting and Appropriation Data			
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
	Non-Emergency Transportation Services Broker (Section B.3)				\$10,843,875.96
Total Amount of Contract					

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(X)	Section	Description	Pages	(X)	Section	Description	Pages
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**Contracting Officer will Complete Item 17 or 18 as Applicable**

17 <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18 <input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or print) Alaina Macia, President and CEO	19C. Date Signed 6/6/07	20A. Name of Contracting Officer James H. Marshall	20C. Date Signed 7-20-07
19B. Name of Contractor <i>MTM, Inc.</i> <i>Alaina Macia</i> (Signature of person authorized to sign)		20B. District of Columbia <i>James H. Marshall</i> (Signature of Contracting Officer)	

**SECTION B**  
**SUPPLIES OR SERVICE AND PRICES**

- B.1** The Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH) Medical Assistance Administration (MAA) (the District) is seeking a transportation broker (Broker) (Contractor) to manage and administer the District's non-emergency transportation (NET) services program for the District's Medicaid Eligible fee-for-service (FFS) Recipients. The total number of the District's eligible FFS Recipients ranges each month between 35,000 and 45,000.
- B.1.1** The District contemplates award of a Requirements type contract with payments based on fixed Capitated Rates.
- B.2** **REQUIREMENTS CONTRACT**
- B.2.1** The District will purchase its requirements of the articles or services included herein from the Broker. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities, which may be ordered from the Broker by the District, or to relieve the Broker of his/her obligation to fill all such orders.
- B.2.2** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause (Section G.10). The District will issue a task order at the start of the Contract for the current fiscal year portion of the period of performance with a subsequent task order issued for the period of performance to be performed in the coming fiscal year. Together the task orders will be valid for the period of performance date of award though twelve (12) months thereafter.

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**B.3 PRICE SCHEDULE – REQUIREMENTS****B.3.1 BASE YEAR**

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity (Per Month)	Quantity (Months)	Total Estimated Price
0001	Manage and administer the District's non-emergency transportation (NET) services for the District's Medicaid Eligible fee-for-service (FFS) Recipients as described in C.3.				
0001AA	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible TANF and TANF Related Recipients as described in C.3.	\$4.23 Per Member Per Month	6,411	12	\$325,422.36
0001AB	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged with Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	3,288	12	\$999,815.04
0001AC	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged without Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	3,369	12	\$1,024,445.50
0001AD	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Aged with Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	25,120	12	\$7,638,489.60
0001AE	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Disabled Without Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	2,812	12	\$855,072.96
<b>Total Price Base Year</b>					<b>\$10,843,875.96</b>

**B.3.2 OPTION YEAR ONE**

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity (Per Month)	Quantity (Months)	Total Estimated Price
1001	Manage and administer the District's non-emergency transportation (NET) services for the District's Medicaid Eligible fee-for-service (FFS) Recipients as described in C.3.				
1001AA	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible TANF and TANF Related Recipients as described in C.3.	\$4.23 Per Member Per Month	6,411	12	\$325,422.36
1001AB	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged with Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	3,288	12	\$999,815.04
1001AC	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged without Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	3,369	12	\$1,024,445.50
1001AD	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Aged with Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	25,120	12	\$7,638,489.60
1001AE	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Disabled Without Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	2,812	12	\$855,072.96
<b>Total Price Option Year One</b>					<b>\$10,843,875.96</b>

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity (Per Month)</b>	<b>Quantity (Months)</b>	<b>Total Estimated Price</b>
2001	Manage and administer the District's non-emergency transportation (NET) services for the District's Medicaid Eligible fee-for-service (FFS) Recipients as described in C.3.				
2001AA	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible TANF and TANF Related Recipients as described in C.3.	\$4.23 Per Member Per Month	6,411	12	\$325,422.36
2001AB	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged with Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	3,288	12	\$999,815.04
2001AC	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged without Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	3,369	12	\$1,024,445.50
2001AD	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Aged with Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	25,120	12	\$7,638,489.60
2001AE	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Disabled Without Medicare Recipients as described in C.3.	\$25.34 Per Member Per Month	2,812	12	\$855,072.96
<b>Total Price Option Year Two</b>					<b>\$10,843,875.96</b>

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity (Per Month)</b>	<b>Quantity (Months Per Year)</b>	<b>Total Estimated Price</b>
3001	Manage and administer the District's non-emergency transportation (NET) services for the District's Medicaid Eligible fee-for-service (FFS) Recipients as described in C.3.				
3001AA	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible TANF and TANF Related Recipients as described in C.3.	\$4.32 Per Member Per Month	6,411	12	\$332,346.24
3001AB	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged with Medicare Recipients as described in C.3.	\$25.88 Per Member Per Month	3,288	12	\$1,021,121.28
3001AC	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged without Medicare Recipients as described in C.3.	\$25.88 Per Member Per Month	3,369	12	\$1,046,276.64
3001AD	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Aged with Medicare Recipients as described in C.3.	\$25.88 Per Member Per Month	25,120	12	\$7,801,267.20
3001AE	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Disabled Without Medicare Recipients as described in C.3.	\$25.88 Per Member Per Month	2,812	12	\$873,294.72
<b>Total Price Option Year Three</b>					<b>\$11,074,306.08</b>

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity (Per Month)</b>	<b>Quantity (Months)</b>	<b>Total Estimated Price</b>
4001	Manage and administer the District's non-emergency transportation (NET) services for the District's Medicaid Eligible fee-for-service (FFS) Recipients as described in C.3.				
4001AA	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible TANF and TANF Related Recipients as described in C.3.	\$4.41 Per Member Per Month	6,411	12	\$339,270.12
4001AB	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged with Medicare Recipients as described in C.3.	\$26.41 Per Member Per Month	3,288	12	\$1,042,032.96
4001AC	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Aged without Medicare Recipients as described in C.3.	\$26.41 Per Member Per Month	3,369	12	\$1,067,703.48
4001AD	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Aged with Medicare Recipients as described in C.3.	\$26.41 Per Member Per Month	25,120	12	\$7,961,030.40
4001AE	Manage and administer the District's non-emergency transportation services (NET) for the District's Medicaid Eligible Blind and Disabled Without Medicare Recipients as described in C.3.	\$26.41 Per Member Per Month	2,812	12	\$891,179.04
<b>Total Price Option Year Four</b>					<b>\$11,301,216.00</b>

**B.3.6 GRAND TOTAL**

<b>Section B Reference</b>	<b>Period of Performance</b>	<b>Total</b>
B.3.1	Base Year	\$10,843,875.96
B.3.2	Option Year 1	\$10,843,875.96
B.3.3	Option Year 2	\$10,843,875.96
B.3.4	Option Year 3	\$11,074,306.08
B.3.5	Option Year 4	\$11,301,216.00
<b>Grand Total</b>		<b>\$54,907,149.96</b>

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**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH) Medical Assistance Administration (MAA) is seeking a transportation broker (Broker) (Contractor) to manage and administer the District's non-emergency Transportation Services (NET) for the District's Medicaid Eligible fee-for-service (FFS) Recipients. The total number of the District's eligible FFS Recipients ranges each month between 35,000 and 45,000. The Broker shall:

- a. Negotiate and establish TPSA with existing Transportation Providers (Attachment J.7) to establish a comprehensive transportation Network offering the number and variety of Transportation Providers to meet the needs of Recipients (C.3.2.2);
- b. Operate a Centralized Call Center (C.3.3.3) to receive and process transportation requests utilizing an automated call system and scheduling software to schedule and route trips efficiently and effectively;
- c. Serve as the Gatekeeper (C.3.3.3.2) of transportation service requests through the implementation of systematic screening protocols, to validate a Recipient's eligibility and assess the medical necessity of the transportation request;
- d. Determine the most Appropriate Mode of Transportation (C.3.3.3.5) including the utilization of Public Transportation to meet the Recipient's request;
- e. Monitor the overall delivery of Transportation Services including Vehicle requirements (C.3.2.3.2), Driver, and Attendant requirements (C.3.2.3.3) and performance to ensure the consistent delivery of quality NET services allowing Recipients timely access to health care;
- f. Maintain quality assurance plan (C.3.4.5.5) and complaint and Grievance resolution processes (C.3.3.3.8);
- g. Obtain and provide valuable Encounter Data (C.3.4.8.5) and other reporting requirements accurately and timely; and
- h. Provide claims payment and administration for Transportation Providers.

**C.1.1 APPLICABLE DOCUMENTS**

The Broker shall comply with the most recent versions and future revisions of all federal and District of Columbia laws, Court Orders including *Salazar v. The District of Columbia et al.*, regulations, policies, and subsequent amendments in the operation of its program, including, but not limited to, those barring discrimination in transportation, access to health services, and the provision of health care coverage including the following Applicable Documents:

Item No.	Type of Document	Title	Version
1	Federal Law	42 U.S.C 1396 et. Seq. Title XIX of the Social Security Act Grants to States for Medical Assistance Program Conditions of participation applicable to providers of services described in Section 1903(m) and 1932 of the Social Security Act, 42 U.S.C. §1396b(m); <a href="http://www.ssa.gov/OP_Home/ssact/title19/1900.htm">http://www.ssa.gov/OP_Home/ssact/title19/1900.htm</a>	Most Recent
2	Federal Law	42 U.S.C 1397 et. Seq. Title XXI of the Social Security Act State Children's Health Insurance Program <a href="http://www.ssa.gov/OP_Home/ssact/title21/2100.htm">http://www.ssa.gov/OP_Home/ssact/title21/2100.htm</a>	Most Recent
3	Federal Regulation	42 CFR, 42 CFR 431.53 Assurance of Transportation and Exceptions to State Plan Requirements <a href="http://www.gpoaccess.gov/ecfr">http://www.gpoaccess.gov/ecfr</a>	Most Recent
4	Federal Law	Social Security Act Section 1903 (m) Payments to States <a href="http://www.ssa.gov/OP_Home/ssact/title19/1903.htm">http://www.ssa.gov/OP_Home/ssact/title19/1903.htm</a> and Section 1932 Payments to Managed Care Organizations <a href="http://www.ssa.gov/OP_Home/ssact/title19/1932.htm">http://www.ssa.gov/OP_Home/ssact/title19/1932.htm</a>	Most Recent
5	Federal Law	42 USC §12101 et seq and 29 USC § 794 Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990 <a href="http://www.hhs.gov/ocr/504.html">http://www.hhs.gov/ocr/504.html</a>	Most Recent
6	Federal Regulations	42 CFR Part 434 Subparts C, E, and F General Requirements - Contracts and Subcontracts - Federal Financial Participation <a href="http://www.washingtonwatchdog.org/documents/cfr/title42/part434.html">http://www.washingtonwatchdog.org/documents/cfr/title42/part434.html</a>	Most Recent
7	Federal Regulations	45 CFR Part 160 and 164, HIPAA Regulations <a href="http://www.hipaadvisory.com/regs/">http://www.hipaadvisory.com/regs/</a>	Most Recent

Item No.	Type of Document	Title	Version
8	Federal Law	Title 49 Transportation, Subtitle A – Office of the Secretary Part 37 Transportation Services for Individuals With Disabilities <a href="http://www.fta.dot.gov/14534_5606_ENG_HTML.htm">http://www.fta.dot.gov/14534_5606_ENG_HTML.htm</a>	Most Recent
9	Federal Guidelines	Center for Medicare and Medicaid Services Manuals <a href="http://www.cms.hhs.gov/Manuals/">http://www.cms.hhs.gov/Manuals/</a>	Most Recent
10	D.C. Law	DC Official Code § 1-307 21 et seq Part B Free Clinic Liability Indemnification Assistance Program <a href="http://dccode.westgroup.com/search/default.wl?DB=DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0">http://dccode.westgroup.com/search/default.wl?DB=DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0</a>	Most Recent
11	D.C. Law	D.C. Official Code 2-1931-1937 Language Access Act <a href="http://dccode.westgroup.com/search/default.wl?DB=DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0">http://dccode.westgroup.com/search/default.wl?DB=DC-ST-WEB&amp;RS=WLW2.07&amp;VR=1.0</a>	2001 Ed., 2005 Supp.
12	D.C. Law	D.C. Official Code Title 50 Motor and Non-Motor Vehicle and Traffic Subtitle IV Motorized Vehicle Registration, Inspection, Licensing  Chapter 11 Inspection <a href="http://dcode.westgroup.com/toc/default.wl?RLT=CLID%5FTOCRLT484871&amp;oFindType=V&amp;oDocName=DC010483446&amp;oDB=DC%2DST%2DWEB%3BSTADC&amp;DocName=DC010483461&amp;FindType=X&amp;DB=DC-TOC-WEB%3BSTADCTOC&amp;RS=WLW2%2E07&amp;VR=2%2E0">http://dcode.westgroup.com/toc/default.wl?RLT=CLID%5FTOCRLT484871&amp;oFindType=V&amp;oDocName=DC010483446&amp;oDB=DC%2DST%2DWEB%3BSTADC&amp;DocName=DC010483461&amp;FindType=X&amp;DB=DC-TOC-WEB%3BSTADCTOC&amp;RS=WLW2%2E07&amp;VR=2%2E0</a>  Chapter 15 Registration of Motor Vehicles <a href="http://dcode.westgroup.com/toc/default.wl?RLT=CLID%5FTOCRLT484871&amp;oFindType=V&amp;oDocName=DC010483446&amp;oDB=DC%2DST%2DWEB%3BSTADC&amp;DocName=DC010483620&amp;FindType=X&amp;DB=DC-TOC-WEB%3BSTADCTOC&amp;RS=WLW2%2E07&amp;VR=2%2E0">http://dcode.westgroup.com/toc/default.wl?RLT=CLID%5FTOCRLT484871&amp;oFindType=V&amp;oDocName=DC010483446&amp;oDB=DC%2DST%2DWEB%3BSTADC&amp;DocName=DC010483620&amp;FindType=X&amp;DB=DC-TOC-WEB%3BSTADCTOC&amp;RS=WLW2%2E07&amp;VR=2%2E0</a>  Subtitle VI Safety <a href="http://dcode.westgroup.com/toc/default.wl?RLT=CLID%5FTOCRLT575471&amp;oFindType=V&amp;oDocName=DC010483446&amp;oDB=DC%2DST%2DWEB%3BSTADC&amp;DocName=DC010483468&amp;FindType=X&amp;DB=DC-TOC-WEB%3BSTADCTOC&amp;RS=WLW2%2E07&amp;VR=2%2E0">http://dcode.westgroup.com/toc/default.wl?RLT=CLID%5FTOCRLT575471&amp;oFindType=V&amp;oDocName=DC010483446&amp;oDB=DC%2DST%2DWEB%3BSTADC&amp;DocName=DC010483468&amp;FindType=X&amp;DB=DC-TOC-WEB%3BSTADCTOC&amp;RS=WLW2%2E07&amp;VR=2%2E0</a>	2001
13	Federal (CMS) Waiver	Terms and provisions of the waiver granted to the District by the Secretary of Health and Human Services under §1915(b) of the Social Security Act 42 U.S.C. §1396n (b); Reference Library See C.1.2.55	Most Recent
14	DOH MAA	Transportation Policies and Procedures	Most Recent
15	District	MRDDA Policy and Guidelines	Most Recent
16	DOH MAA	Transpiration Fee Schedule	Most Recent
17	DOH MAA	Enrollment Chart	Most Recent

Item No.	Type of Document	Title	Version
18	District Law	DC Official Code 2-301.05b Privatization Contracts and Procedures Requirements Available at: <a href="http://grc.dc.gov/grc/cwp">http://grc.dc.gov/grc/cwp</a>	2001

### C.1.2 DEFINITIONS AND ACRONYMS

The terms below are defined as follows when used in this contract.

- C.1.2.1 Americans with Disability Act (ADA)** – federal law that provides protection from discrimination to individuals who are "regarded as having a physical or mental impairment that does not substantially limit major life activities.
- C.1.2.2 ADA Paratransit** -Transportation Services defined by the ADA which mandate that Public Transportation agencies provide door-to-door services for disabled Recipients.
- C.1.2.3 Agent** - an entity authorized to act on behalf of another.
- C.1.2.4 Appropriate Mode of Transportation** - The most cost efficient type of transportation that best meets the physical, medical or behavioral circumstances of a Recipient requiring transportation to a medical care provider or service including ambulatory vehicles, wheelchair vehicles stretcher vehicles, private providers such as taxis, and Public Transportation.
- C.1.2.5 Attendant**- A person paid the transportation service provider to accompany the Recipient in the vehicle in addition to the Driver, who assists in transporting a passenger to ensure his or her safety.
- C.1.2.6 Broker** - An entity or company which assists Medicaid clients obtain transportation service options by matching Recipients with appropriate Transportation Providers through a central trip request and administrative facility. The entity also recruits and contracts with Transportation Providers, performs payment administration, gate keeping, trip assignments, quality assurance, administrative oversight and reporting. The entity the District has successfully negotiated an agreement for the provision of required tasks.
- C.1.2.7 Brokerage**- A method of providing transportation where riders are matched with appropriate Transportation Providers through a central trip request and administrative facility. Actual trips are provided by a number of different vendors.

- C.1.2.8**      **Capitated Rate/Capitation** - A prospective payment method that pays the provider of service a uniform amount for each person covered, usually on a monthly basis.
- C.1.2.9**      **Centralized Call Center:** The Broker provided customer service support 24 hours per day equipped to receive assign, and schedule transportation requests.
- C.1.2.10**     **Covered Transportation Services-** non-emergency trips provided to Recipients to go to and from medical service locations including among others, doctor offices, clinics, day treatment centers, rehabilitation facilities.
- C.1.2.11**     **Deliverables** – Broker furnished documents, records and reports required to be provided to the COTR for review or approval pursuant to the terms of the RFP and Agreement.
- C.1.2.12**     **Developmental Disability** - Mental retardation or a related condition; A severe, chronic disability manifested during the developmental period before age 22, which results in impaired intellectual functioning or deficiencies in essential skills.
- C.1.2.13**     **Department of Human Services (DHS)**
- C.1.2.14**     **District Holidays:** Holidays observed by the District of Columbia including Martin Luther King’s Day, President’s Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans day, Thanksgiving Day, Christmas Day, and New Years Day.
- C.1.2.15**     **Eligible Recipient** - An individual who has been designated by the District’s Department of Human Services (DHS) Income Maintenance Administration (IMA) as eligible for medical care and other services and is not in a Managed Care program
- C.1.2.16**     **Eligibility Verification System** - The information system maintained by the District of Columbia Income Maintenance Administration providing providers the ability to verify eligibility status of Medicaid Recipients.
- C.1.2.17**     **Encounter Data-** Information derived from a contact or service delivered by a health care provider for any capitated service provided to an eligible member.
- C.1.2.18**     **Escort:** A person permitted to accompany an eligible recipient or groups of recipients during the delivery of Transportation Services at no cost to the Broker or the transportation service provider.

- C.1.2.19**      **Exceptional Transportation Services:** non-emergency transportation service necessary under extraordinary medical circumstances that require travel out-of-area, including air and other ground travel, for health care treatment not normally provided through District health care providers;
- C.1.2.20**      **Fair Hearing** - The process adopted and implemented by the District Department of Health in compliance with federal regulations and state rules relating to Medicaid Fair Hearings found at 42 CFR Part 431, Subpart E.
- C.1.2.21**      **Fiscal Agent:** The Company that handles fiscal matters for the District including payment of claims to eligible recipients for covered Medicaid services.
- C.1.2.22**      **Gatekeeper** – A process used to determine the services to be provided to a recipient including coordinating the provision of appropriate care.
- C.1.2.23**      **Grievance** - A complaint, which cannot be resolved to the Recipients satisfaction or an issue presented by the Recipient to the Broker or the District in writing for formal consideration.
- C.1.2.24**      **Implementation Phase:** The phase of the contract beginning from date of award through ninety-days 90 days to provide the Broker the time to properly equip the Broker's operations to successfully begin to receive and process transportation requests and the execution of the day to day operations of the NETS program.
- C.1.2.25**      **Income Maintenance Administration (IMA)** - The District of Columbia agency responsible for determining eligibility for Medicaid through TANF and TANF-related categories, and for administering determinations for SSI eligibility made by the Social Security Administration.
- C.1.2.26**      **Managed Care** - A system in which the overall care of a patient is overseen by a single provider or organization. Many state Medicaid programs include Managed Care components as a method of ensuring quality in a cost efficient manner.
- C.1.2.27**      **Managed Care Organization (MCO)** - An entity, which provides or contracts for Managed Care. MCOs include entities such as HMOs and Prepaid Health Plans (PHPs).
- C.1.2.28**      **Medicaid** - A joint federal-state entitlement program that pays for medical care on behalf of certain groups of low-income persons. The program was enacted in 1965 under Title XIX of the Social Security Act. Also known as Medical Assistance, this is a health care program for low-income and

other medically needy persons. The Medicaid program pays for transportation to non-emergency medical appointments if the Recipient has no other means to travel to the appointment.

- C.1.2.29 Medicaid Eligible** This term is used in reference to persons who, after going through a certification process, become eligible to receive services and other assistance under the auspices of the Medicaid program. The term does not include persons who could be eligible for Medicaid (e.g., meet all income and asset criteria tied to eligibility) that are not enrolled in the program.
- C.1.2.30 Medicaid Provider** - An entity, person, group, or company, approved by MAA to provide a covered Medicaid service to a District of Columbia Medicaid Recipient.
- C.1.2.31 Medicaid Recipient**- A Medicaid Eligible Recipient that has received a service paid for with Medicaid program funds.
- C.1.2.32 Medical Assistance Administration (MAA)** - The administration within the DC Department of Health that is responsible for the oversight of the Non Emergency Transportation Broker. MAA Office of Program Operations is responsible for the approval of all Deliverables, documents, manuals developed and or distributed by the Non-Emergency Transportation Broker. The Chief of Program Operations is responsible for all operational issues.
- C.1.2.33 Medicaid Management Information System (MMIS)** - An integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives. For title XIX purposes, "systems mechanization" and "mechanized claims processing and information retrieval systems" is identified in section 1903(a)(3) of the Act and defined in regulation at 42 CFR 433.111. The objectives of this system and its enhancements include the title XIX program control and administrative costs; service to Recipients, providers and inquiries; operations of claims control and computer capabilities; and management reporting for planning and control. These systems are grouped into the following seven functional areas: Recipients; providers; claims processing; reference files; surveillance and utilization review; management and administration reporting; and third party liability
- C.1.2.34 Network** - All contracted Transportation Providers in the broker system or PAHP providing Covered Transportation Services to members. The Brokers Network development staff handles the recruitment of Transportation Providers that make up the Network.
- C.1.2.35 Network Provider** – A transportation service provider, individual or organization, with an executed Transportation Provider Service Agreement with the Broker.

- C.1.2.36 Non-Covered Transportation Services-** NET services not covered under this contract include transportation to any service not covered through the District Medicaid Assistance Administration program or emergency ambulance transportation.
- C.1.2.37 Ombudsman:** An ombudsman is an individual who assists enrollees in resolving problems they may have with their MCO/PHP. An ombudsman is a neutral party who works with the enrollee, the MCO/PHP, and the provider (as appropriate) to resolve individual enrollee problems.
- C.1.2.38 Operational Phase:** The phase of the contract beginning after the Implementation Phase and when after review and approval of the District, the Broker shall begin to undertake the destined function to receive transportation requests from recipients and providing the day to day operations of the NETS program.
- C.1.2.39 Outreach -** Activities performed by the Broker or its designee to contact Eligible Recipients and their families and to communicate information about Medicaid resources, and provide education.
- C.1.2.40 Paratransit -** Type of passenger transportation that is more flexible than conventional fixed- route transit. Para transit includes demand-response Transportation Services, subscription bus services, and shared-ride taxis... Most often refers to wheelchair-accessible, demand-response van service.
- C.1.2.41 Per Member Per Month (PMPM) –** Amount paid for each Eligible Recipient each month.
- C.1.2.42 Prior Authorization:** A required authorization to be obtained by the Recipient from the Broker prior to the delivery of non-emergency Transportation Services.
- C.1.2.43 Public Transportation -** Transportation available to the general public in exchange for a rider fee such as METRO Bus/Rail service, taxi, and cabs.
- C.1.2.44 Recipient -** A person who received a Medicaid service while eligible for the Medicaid program. People may be Medicaid Eligible without being Medicaid Recipients.
- C.12.45 Recipient File:** A record of the Transportation Services requested and provided by a recipient and any other transportation related matters such as Grievances or complaints; the recipient file is maintained by the Broker.
- C.1.2.46 Round Trip:** A trip to a place and back usually over the same route

- C.1.2.47 Surety Bond** - A bond issued by a party legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation.
- C.1.2.48 Transportation Provider** - A business entity under contract with the Broker to provide non-emergency medical transportation services for the District of Columbia Medicaid Recipients. (See Network Provider)
- C.1.2.49 Transportation Provider Service Agreement (TPSA)** - A signed written contractual agreement between the Broker and the Transportation Provider detailing the roles and responsibilities of each.
- C.1.2.50 Transportation Services** - The Appropriate Mode of Transportation that can suitably meet the FFS Eligible Recipient's medical needs.
- C.1.2.51 Unlinked Passenger Trip** – The one-way movement of a person or vehicle between two points. Many transit statistics are based on "Unlinked Passenger Trips," which refer to individual one-way trips made by individual riders in individual vehicles. A person who leaves home on one vehicle, transfers to a second vehicle to arrive at a destination, leaves the destination and has to transfer to yet another vehicle to complete the journey home has made three Unlinked Passenger Trips.
- C.1.2.52 Urgent Care** - An unscheduled episodic situation requiring non-emergency Transportation Services, in which there is no immediate threat to life or limb, but the Recipient must be seen on the day of the request and treatment cannot be delayed. Urgent Care also includes a Recipient's discharge from a hospital.
- C.1.2.53 Waiver 1915(b)** - A statutory provision of Medicaid that allows a state to partially limit the freedom of choice by consumers of Medicaid Eligible services or that waives the requirements under Title XIX, the Medicaid Act, for uniform applicability statewide of a plan or comparability of benefits. A section of the Social Security Act, which allows states to waive a Recipient's freedom of choice and require that beneficiaries enroll in Prepaid Ambulatory Health Plan programs to obtain non-emergency Transportation Services. Waivers must be approved by CMS.
- C.1.2.54 Washington DC Metropolitan Area** - the metropolitan area consisting of the city of Washington DC, the suburbs of Montgomery and Prince Georges County in Maryland and Northern Virginia counties of Fairfax, Arlington and the City of Alexandria. .
- C.1.2.55 Washington Metropolitan Statistical Area:** Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the

Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- C.1.2.56** **Washington Metropolitan Area Transit Commission (WMATC):** The agency created in 1960 pursuant to the Washington Metropolitan Area Transit Regulation Compact, an interstate compact among Maryland, Virginia and the District of Columbia providing for regional regulation of private sector motor carriers transporting passengers for hire in the Washington Metropolitan Area. The Commission issues operating authority to van and bus operators and some sedan and limousine operators. Carriers holding authority from the Commission must file fixed rates and fares with the Commission and comply with Commission-prescribed insurance, safety and vehicle-marking regulations. The Commission also prescribes rates and charges for transportation by taxicab between one compact signatory and another, where both points are within the Metropolitan District.
- C.1.2.57** **Multi-Passenger Van:** A vehicle with the capacity to seat a driver and up to 14 passengers often built on a truck platform or a minivan, a vehicle designed to carry 10 persons or less and generally built on a car platform, that meet the vehicle requirements, safety requirements, licensing and insurance requirements of the described in C.3.2.3.2 of the contract.
- C.1.2.58** **Conceptual Plan:** plans developed by the Offeror to demonstrate a knowledgeable understanding of the elements of the scope and the objective of a particular plan and how they are related and managed to successfully contribute to the contract requirements.

**C.2 BACKGROUND**

**C.2.1** The DOH MAA is the single State agency responsible for the administration of the District’s Medical Assistance Program authorized under Title XIX of the Social Security Act and the District’s State Children’s Health Insurance Program (SCHIP) authorized under Title XXI of the Social Security Act (C.1.1 Applicable Documents #1 and #2). Through these programs, approximately 130,000 to 140,000 eligible low-income family Recipients, disabled, and elderly individuals receive health insurance coverage. Of those eligible, approximately 90,000 are enrolled in a Managed Care Organization (MCO). Those 90,000 Recipients receive Transportation Services from the MCO and shall not be eligible to receive NET services under this contract and therefore will not be the responsibility of the Broker. Specifically, the Broker shall not provide or approve transportation requests for Medicaid Eligible Recipients who are:

- a. Enrolled in a Managed Care Organization (MCO) or assigned to a MCO;
- b. Eligible for Medicaid as a Qualified Medicare Beneficiary (QMB); or
- c. Eligible for services as children through the Title XXI (C.1.1 Applicable Document #2) Children’s Health Insurance Program (CHIP).

**C.2.1.1** The remaining 35,000 – 45,000 Recipients have been certified and enrolled by the District’s Department of Human Services (DHS) Income Maintenance Administration (IMA) into the District’s FFS program. Eligible Recipients to receive services under this contract are categorized in the groups described below. The typical monthly enrollment and distribution of Recipients among each category is also provided below:

	Percentage	Rents
a. TANF and TANF Related	16%	6,411
b. Aged with Medicare	8%	3,288
c. Aged without Medicare	8%	3,369
d. Blind and Aged with Medicare	61%	25,120
e. Blind and Disabled without Medicare	<u>7%</u>	<u>2,812</u>
	<b>100%</b>	<b>41,000</b>

**C.2.1.1.1** The actual utilization by the eligible population is 10,000 participants.

**C.2.1.2** Historical claims or service request history for NET during 2001 thru 2005 is provided below by mode of transportation (type of van):

Year	Trips Stretcher Van	Trips Wheelchair Van	Trips Ambulatory Van	Cancellations	TOTAL Trips
2001	3,026	73,365	213,423	12,678	302,492
2002	2,570	65,689	182,128	6,520	256,907
2003	2,854	60,135	215,665	6,723	285,378
2004	3,222	67,585	251,286	69	322,162
2005	3,254	68,324	253,777	1	325,356

**C.2.1.2.1** Historical claims information for taxi and bus tokens is as follows:

Year	Taxi Vouchers	Bus Tokens
2002	96	16,686
2003	33	48,678

**C.2.2** MAA currently manages the District's NET program for the Medicaid Eligible fee-for-service Recipients. MAA maintains provider agreements with more than 200 active Transportation Providers that provide Transportation Services to this FFS population. Requests for NET calls and authorization requests may exceed 200 per day. MAA staff respond to transportation requests and calls on a real-time basis by using the Medicaid Management Information System (MMIS). Providers submit claims to the Fiscal Agent for reimbursement. Payments are made according to an established fee schedule.

**C.2.2.1** Currently MAA employs 1 Supervisor that oversees the operations of 8 customer service representatives that handle prior authorization calls and 2 field representatives that conduct vehicle inspections. It is not anticipated that District employees will be displaced as a result of the services to be acquired through this contract.

**C.2.3** The provision and administration of non-emergency Transportation Services is critical to the District's Medicaid program. This contract is intended to ensure that Medicaid Eligible fee-for-service Recipients have access to medical care via non-emergency medical Transportation Services including ambulatory van vehicles, wheelchair van vehicles, and stretcher van vehicles as required by the Centers for Medicare and Medicaid Services. MAA is also responsible for ensuring supporting services such as claims administration and processing, customer support, oversight, and monitoring are provided in accordance with Federal and District guidelines.

- C.2.4** DOH is concerned about the District's rising expenses for health care programs but remains committed to the delivery of quality services. In response to this on-going challenge, DOH MAA recognizes the transportation broker system represents the best solution for the District to effectively and efficiently administer the NET services. This conclusion has been reached based on a number of references including the U.S. Department of Health and Human Services, Office of Inspector General (OIG) study (OEI-04-95-00140). The OIG, the federal agency charged with oversight of state Medicaid expenditures, recommends in the study that states consider using transportation brokers as an effective means of controlling Medicaid non-emergency transportation costs. This recommendation came from an OIG prompted by significant increases in non-emergency Medicaid transportation costs during the 1990's. The OIG study concluded that, in addition to controlling costs, transportation brokerage firms have been effective in reducing fraud and abuse by providers and Recipients, and in increasing utilization of low cost modes of transportation such as publicly-funded transit systems.
- C.2.4.1** In addition, the Community Transportation Association of America (CTAA) recognized transportation brokers as "the most successful approach to managing Medicaid transportation" in its 2001 publication entitled, "Medicaid Transportation: Assuring Access to Health Care." This study concluded that brokers provide a high level of expertise in the medical transportation field, utilize state-of-the art telecommunications and software technologies, and employ innovative cost and utilization monitoring techniques.
- C.2.4.2** Lastly, a recent national survey conducted on behalf of the National Consortium on the Coordination of Human Services Transportation reported that twenty-one states have adopted the best practice of utilizing transportation brokers in some capacity to manage Medicaid NET services. Many more states are looking into transportation Brokerages as a means of controlling human service transportation costs.
- C.2.5** The implementation of the Broker program to deliver NET services is the culmination of MAA's cost containment and service improvement strategy for the services. The management and oversight NET services to result from this contract are intended to control program expenditures, providing quality, efficient and effective services for all covered Medicaid FFS Recipients.
- C.2.6** A total of 88 complaints were filed in FY 2005. No grievances were filed against the program.

**C.3 REQUIREMENTS**

The Broker shall manage and administer the District's non-emergency transportation (NET) services provided for Medicaid Eligible fee-for-service (FFS) Recipients as described below. The Broker shall provide the required services in accordance with applicable federal laws (C.1.1 Applicable Documents #1 – #10), District laws (C.1.1 Applicable Documents # 12 – #16), and the Center for Medicare and Services (CMS) transportation policy, rules, authorization criteria, and regulations as stated in the current Medicaid Provider Manual (C.1.1 Applicable Document #11).

The Broker shall provide the Operational Phase services as described in C.3.1 through C.3.4 and the Implementation Phase services as described in C.3.5. The responsibilities of the District and the COTR are provided in H.11 and special contract requirements of the Broker are described in H.12.

**C.3.1 GENERAL BROKER RESPONSIBILITIES**

**C.3.1.1** The Broker shall provide the oversight and monitoring of the day-to-day operations necessary for the delivery of NET services, the maintenance of appropriate records, systems, and support services to report to MAA's Chief of Program Operations and maintain compliance with the terms of the contract. The Broker shall report to the Contracting Officer's Technical Representative (COTR) identified in G.9 any and all cases of program fraud and abuse immediately. This information shall be documented and contain all pertinent and related information. The Broker shall develop and provide all reports and Deliverables listed in Section F.4. To ensure compliance with all District Standards, the District may conduct site visits on an on-going basis.

**C.3.1.2** The Broker shall provide NET services to Eligible Recipients in the District. The Broker shall utilize the (Attachment J.7) pool of active NET Transportation Providers currently enrolled the District Medicaid NET program to select from and develop a provider Network.

**C.3.1.3** The Broker shall administer NET services in accordance with applicable federal laws (C.1.1 Applicable Documents #1 – #10) and District laws (C.1.1 Applicable Documents #12 – #16) and the Medicaid Transportation Policy, Rules, Authorization Criteria and Regulations described in the current Medicaid Provider Manual (C.1.1 Applicable Document #11).

**C.3.1.4** The Broker shall ensure Transportation Services are provided in compliance with the requirements set forth herein. In addition, the Broker shall ensure that each Transportation Provider under a Transportation Provider service agreement (TPSA) (C.3.2.2) with the Broker shall

maintain compliance with the terms and conditions contained herein and remain responsible for the provider's performance.

- C.3.1.5** The Broker shall not own or operate any vehicle to be used for transport within the NET program. Further, the Broker shall not subcontract any portion of the Broker's requirements contained in this contract.
- C.3.1.6** The Broker shall obtain the approval of the COTR prior to the issuance and distribution of forms, informational and educational materials, manuals, and training documents, other printed material and equipment used within the contract.
- C.3.1.7** The Broker shall provide all Implementation Phase expenses incurred for facilities, furniture, computer equipment, telecommunication equipment, postage for mailings, distribution of mailings, all printed materials, and any other costs and expenses required to implement the required services.
- C.3.1.8** Additionally, the Broker shall provide business license fees, business permits, costs for software licensing fees, travel expenses and any other cost associated with doing business in the District during the Implementation Phase and Operational Phase of the contract.
- C.3.1.9** The Broker shall maximize the use of local transit companies to provide Public Transportation for a full trip or portion of a trip to or from a health care service facility, as appropriate.
- C.3.1.9** The Broker shall utilize the Washington Metropolitan Area Transit Authority (WMATA) (METRO) Public Transportation system, which consists of public buses (Metrobus) and the region's subway system (Metrorail), to provide NET services in the Washington area, as appropriate. Similarly, the Broker shall utilize other Public Transportation systems located in other jurisdictions in the region that interconnect with the Metrobus/Metrorail system.
- C.3.1.10** The Broker shall:
- a. Solicit, negotiate, and execute TPSA (C.3.2.2) with the existing pool of DOH MAA Transportation Providers (Attachment J.7) who have satisfied all requirements contained in the TPSA agreement including approval of WMATC;
  - b. Maintain and operate a twenty-four (24) call center line to accommodate all Recipients' non-emergency transportation needs.
  - c. Schedule and dispatch providers for the most appropriate trip(s) utilizing the most appropriate method of transportation while meeting the need of the Recipient;
  - d. Monitor the quality of the NET service delivery;

- e. Reimburse Transportation Providers for authorized NET services; and

**C.3.1.11**

The Broker shall verify eligibility for NET services; determine the most appropriate transportation method to meet the Recipient's need, including any special transport requirements for medically fragile or physically/mentally challenged Recipients; and provide education of Recipients who utilize NET services. The Broker shall ensure that Daily Call Logs and Authorizations shall be maintained and made available upon request by the COTR. The Broker shall process requests for Transportation Services as follows:

- a. Receive Recipient requests for Transportation Services;
- b. Determine and verify Recipient eligibility;
- c. Assess Recipient need; determine necessity of trip;
- d. Determine any special transport needs;
- e. Determine Appropriate Mode of Transportation;
- f. Schedule and arrange service with Transportation Provider;
- g. Educate and train Recipient/caller; and
- h. Note results of intake in system – approved or denied.

**C.3.2****TRANSPORTATION NETWORK DEVELOPMENT**

The Broker shall develop a transportation Network containing the capacity to deliver NET services as described in Section C and meet the needs of Eligible Recipients effectively and efficiently. The Broker shall ensure the transportation Network contains an adequate number and variety of resources including the following:

- a. Transportation Providers
  - 1. Number of Transportation Providers
  - 2. Number and type of each mode of transportation (ambulatory vans, wheelchair vans, and stretcher van vehicles)
  - 3. Number of Transportation Providers to provide service for MRDDA Developmentally Disabled Recipients
  - 4. Drivers, and Attendants
- b. Public Transportation Providers (C.3.2.4)
  - 1. METRO Bus Tokens
  - 2. METRO Rail Pass
  - 3. Taxis and Cabs

The Broker shall utilize at a minimum the following to develop a Transportation Provider Network:

**C.3.2.1 Transportation Providers - Solicitation and Selection**

**C.3.2.1.1** The Broker shall recruit, solicit, and select **ONLY** those Transportation Providers currently enrolled as active in the District's Medicaid Transportation Services program. The Contractor shall determine the appropriate number of Transportation Providers required to successfully deliver the NET services described in C.3.2.3.

**C.3.2.1.2** The Broker shall develop and utilize a systematic, objective process that promotes free and open competition among the entire existing pool of active Transportation Providers (Attachment J.7) for the selection of Transportation Providers. The Broker shall develop a Transportation Provider selection plan that includes details on the Broker's selection methodology for the review and approval of the COTR.

**C.3.2.1.2.1** The Broker shall submit a Transportation Provider Selection Plan for the review and approval of the COTR within ten (10) days of Contract award.

**C.3.2.1.3** The Broker shall ensure responses received from Transportation Providers address the following:

- a. General requirements;
- b. Technical Approach ;
- c. Cost/ Price;
- d. Other pertinent information defined by the Broker.

**C.3.2.1.4** The Broker shall enter into transportation service provider agreements with Transportation Providers currently enrolled as active in the District's Medicaid Transportation Services program that may be based in the Washington DC Metropolitan Area to provide return trips in cases where a Recipient must travel outside of the District of Columbia to obtain appropriate health care services.

**C.3.2.2 Transportation Provider Service Agreements (TPSA)**

**C.3.2.2.1** The Broker shall ensure that a TPSA is executed with each Transportation Provider selected by the Broker as a member of the Broker's Transportation Network prior to the delivery of services. The Broker shall not establish or maintain TPSA with Transportation Providers that have been debarred or suspended from participating in federal or District procurements or those Transportation Providers that have been terminated from the District's non-emergency transportation services program. The Broker shall ensure that copies of the executed agreement and other

relevant documents are maintained in the Broker's provider files. The Broker shall ensure that each TPSA includes and addresses, at a minimum, the following requirements to be specified in the TPSA:

- a. Vehicle requirements, insurance coverage, licenses, permits, and required certifications (C.3.2.3.2);
- b. Drivers and Attendants qualifications, responsibilities, and conduct (C.3.2.3.3);
- c. Pick-up and delivery standards (C.3.2.3.4);
- d. Covered recipients (C.3.2.3.5);
- e. Non-covered recipients (C.3.2.3.6);
- f. Covered Transportation Services (C.3.2.3.7);
- g. Medicaid Non-covered Transportation Services (C.3.2.3.8);
- h. Modes of transportation(C.3.2.3.9);
- i. NET Support Services and Systems (C.3.4);
  1. Telecommunication System (C.3.4.3)
  2. Management Information System (C.3.4.4)
  3. NET program Policies and Procedures and Manuals (C.3.4.5);
- j. NET Advisory Committee (C.3.4.6)
- k. MAA Advisory Board (C.3.4.7)
- i. Reporting Requirements (C.3.4.8)
- j. Record Retention (C.3.4.9)
- k. Meetings (C.3.4.10)
- k. Confidentiality of recipient or patient information;
  - l. Provider Rates, Payment and Payment Administration;
- m. Procedures for obtaining reimbursement for authorized trips;
- n. Non-compliance with standards and consequences;
- o. Passing of TPSA specific provision containing language in each agreement that in the instance of default by the Broker, each executed TPSA shall pass from the Broker to the District to provide for continued provision of NET services. All TPSA terms, conditions, and rates contained in the agreement shall remain in effect until or unless renegotiations with the District is conducted,
- p. Indemnification language to protect the District; and
- q. Provisions prohibiting the Transportation Provider from subcontracting direct transportation services.

**C.3.2.2.2 Transportation Provider Service Agreement Template**

The Broker shall develop and submit a template of the Broker's TPSA. The Broker's TPSA template shall serve as the basic foundation for each agreement and serve as the primary source of information for the NET services program. The Broker shall submit the TPSA Template with in ten (10) days from Contract award for the review and approval of the COTR.

**C.3.2.3 Broker and Transportation Provider Requirements****C.3.2.3.1 Washington Metropolitan Area Transit Commission (WMATC) Certificate of Insurance, Policy Endorsement, and Certificate of Authority**

The Broker shall ensure that all Transportation Providers submit and maintain evidence of compliance with WMATC including the following:

- a. A valid certificate of insurance throughout the term of the service agreement with the Broker;
- b. A Policy Declarations page naming the Broker as a secondary insured and evidence that the policy limits meet the agreements minimum requirements including \$1.5 million in general liability coverage ; and
- c. A Certificate of Authority indicating the Transportation Provider has registered the provider's insurance carrier with WMATC;

**C.3.2.3.2 Vehicle Requirements**

The Broker shall ensure that all vehicles to be used in the delivery of NET services shall comply with American Disabilities Act (ADA) regulations applicable to the services provided, District Department of Motor Vehicles (DMV) licensing and inspection requirements, District safety standards D.C. Official Code Title 50 Registration of Motorized Vehicles (C.1.1 Applicable Document # 16), and the requirements described in the TPSA. The Broker shall ensure that each vehicle identified in a TPSA to provide NET services shall comply with or maintain the following:

**C.3.2.3.2.1 Vehicle Inspections:** The Broker shall ensure that each Transportation Provider vehicle to provide service under a TPSA has a current vehicle inspection and complies with the inspection requirements for the state registered in and the D.C. Code Title 50, Inspection of Motorized Vehicles (C.1.1 Applicable Document # 14) prior to the start of service and made available to the COTR. The Broker shall ensure that each vehicle maintains a current vehicle inspection for the duration of the period the vehicle is providing services under the Transportation Provider service agreement in.

**C.3.2.3.2.2 Vehicle Registration:** The Broker shall ensure that each Transportation Provider vehicle to provide service under a Transportation Provider service

agreement has a valid vehicle registration in compliance with D.C. Code Title 50 Registration of Motorized Vehicles (C.1.1 Applicable Document # 15) prior to the start of service and made available to the COTR. The Broker shall ensure that each vehicle maintains a current vehicle registration for the duration of the period the vehicle provides services under the Transportation Provider service agreement.

**C.3.2.3.2.3 Insurance Requirements:** The Broker shall ensure each Transportation Provider vehicle to provide service under a Transportation Provider service agreement meets the insurance requirements in this Contract (I.8) prior to the start of service and made available to the COTR. The Broker shall ensure that each vehicle maintains the required insurance coverage for the duration of the period the vehicle is providing services under the TPSA.

- a. The Broker shall assure that all Transportation Providers that employ two or more employees as full-time have secured the required Workers' Compensation Insurance Coverage.
- b. The Broker shall ensure that the Broker is listed as an additional insured on all Transportation Providers' insurance policies. All expenses for insurance coverage are at the expense of the Transportation Provider.
- c. The Broker shall remove from service immediately any Transportation Provider who has either a lapse in coverage, changes in coverage limits to an amount that does not meet the minimum insurance requirements or fails to renew his/her policy. The Broker shall verify that the provider has obtained proper coverage before reinstatement into the NET provider program.

**C.3.2.3.2.4 Maintenance:** The Broker shall ensure that Transportation Providers maintain all vehicles and vehicle equipment adequately to comply with or exceed the vehicle manufacturers operating and maintenance standards as well as any, District, WMATC and federal, safety and mechanical requirements.

**C.3.2.3.2.5 General Vehicle Requirements**

The Broker shall ensure that all vehicles operating within the NET system provider Network maintain compliance with the following vehicle features or vehicle related items in a functional, operational, clean, and accessible manner, as applicable:

- a. **Age Limit:** Vehicles to be utilized in the delivery of NET services shall not exceed ten (10) years in age as determined by the release date of the vehicle; vehicles exceeding (10) years in age shall not be utilized or shall be removed from service;

- b. Two-Way Communication Systems: Vehicles shall maintain a two-way communication system, such as radio or cellular phone, linking all vehicles used in delivering the services contemplated under the Contract with the Transportation Provider's major place of business. Pagers are not an acceptable substitute. The two-way communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired. A vehicle with an inoperative two-way communication system shall be placed out-of-service until the system is repaired or replaced. In the event a Driver uses a cellular telephone, the Driver shall adhere to District laws regarding cell phones (i.e., hand free only), as well as surrounding areas (i.e. VA, MD);
- c. Air Conditioner and Heating Systems: Vehicles shall be equipped with adequate heating and air conditioning for Driver and passengers. Any vehicle with a non-functioning heating and air conditioning system shall be placed out-of-service until appropriate corrective action is taken;
- d. Seat Belts: Vehicles shall have functioning, clean and accessible seat belts for each passenger seat position shall be stored off the floor when not in use;
- e. Child Safety Seats: Vehicles shall utilize child safety seats when transporting children under age five (5). The Broker shall ensure that child safety seats are provided as operating equipment;
- f. Seat Belt Extensions: Vehicles shall have at least two (2) seat belt extensions stored in the vehicle at all times;
- g. Seat Belt Cutter: Vehicles shall be equipped with seat belt cutter(s), mounted above the Driver's door, for use in emergency situations;
- h. Odometer, Speedometer, and Clock: Vehicles shall have a functioning speedometer, odometer and clock;
- i. Exterior Lighting: Vehicles' exterior lights shall have lenses that are secured and intact. Partial or broken lenses are not acceptable. All vehicles shall have the following functional lighting equipment:
  - 1. Headlights operational in low and high beam
  - 2. Brake lights
  - 3. Hazard lights
  - 4. Turn Signals (front and rear)
  - 5. License plate lights
- j. Interior Lighting: Vehicles shall have functional interior light(s) within the passenger compartment;
- k. Sidewalls and Ceiling Coverings: Vehicles shall have adequate sidewall padding and ceiling covering. In the event a van ceiling is

- uncovered, no objects can be exposed or hanging;
- l. Horn: Vehicles shall have an operating horn;
  - m. Windshield Wipers: Vehicles windshield wipers shall have operating wipers. If there is a rear wiper in place, it shall be functional;
  - n. Windshield: Vehicles' windshield shall be clear, properly sealed and not contain any cracks;
  - o. Windows: Vehicle windows shall not contain any cracks, damage, or unauthorized tinting. Each window shall be operational as it pertains to the vehicles manufacturer specifications; broken windows shall be replaced before the vehicle is used to transport Recipients;
  - p. Door Locks: Vehicle doors shall have operating locks at all times;
  - q. Vehicle Tires: Vehicle tires shall meet the vehicle manufacturer specifications and may not have tread wear less than 3/32" of an inch. Spare or temporary tires are not acceptable as normal operating equipment;
  - r. Spare Tire and Tire Replacement Equipment: Vehicles shall maintain a spare tire and the manufacturers required replacement equipment;
  - s. License Plates and Authorized Decals: Vehicles shall have secured license plates that shall be visible at all times of the day. All license plate lights shall be operational. The dates on the licenses shall be current and not expired;
  - t. Passenger Comfort: Vehicles shall be adequate in operation so as not to create passenger discomfort due to vehicle vibration and or noise;
  - u. Rear View Mirrors: Vehicles shall have an interior and two exterior rear view mirrors, one on each side of the vehicle. All mirrors shall be free of cracks and securely mounted without any obstructions;
  - v. Interior Mirror: Vehicles shall be equipped with an interior mirror, which shall be either clear-view laminated glass or clear-view glass bonded to the back, which retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment;
  - w. Exterior Condition: Vehicle's interior and exterior shall be clean and have exteriors free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents, which detract from the overall appearance of the vehicles;
  - x. Interior Condition: Vehicles shall have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall also be free of dirt, oil, grease or litter. The vehicle shall also be odor free. Including the use of offensive air fresheners or cleaners. The vehicle floor shall be covered with commercial anti-skid, ribbed rubber flooring or

- carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions;
- y. Vehicle Exterior Signage: Vehicles shall have the Transportation Provider's name and vehicle number displayed on the outside of the vehicle located on the front Driver and passenger doors. WMATC certificate information should also be displayed on the exterior. Each vehicle shall have a "How's My Driving call 1-800 --- ----" (Broker's toll free telephone number) sign or vehicle sticker placed on the rear at all times;
  - z. Vehicle Interior Signage: Vehicle interior signage shall include the Broker's company name, phone number and address shall be prominently displayed within the interior of each vehicle. This information shall also be available in writing and placed or located in the vehicles for distribution to riders on request. A photo Driver and Attendant's I.D., on duty shall be displayed in the vehicle on the sidewall at all times in clear view of Recipients being transported. All vehicles shall have the following signs posted in all vehicle interiors, easily visible to the passengers:
    - 1. No Smoking, Eating or Drinking
    - 2. No music, radios, walkmans, etc.
    - 3. All passengers shall be secured in seat belts at all times.
  - aa. Fire Extinguishers: Vehicles shall be equipped with two functional fire extinguishers at 2.5 pounds each in pressure, with a combined capacity totaling 5.0 pounds in size, ABC, Halon type, or equal and shall display a current inspection tag or sticker. The fire extinguisher shall be secured within reach of the Driver and visible to passengers for use in emergencies when the Driver is incapacitated;
  - bb. Step Tools: Vehicles, except stretcher vans, that require a step up for entry, shall include a retractable step, or a step stool as approved by the COTR to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four legs with anti-skid tips, sturdy metal with non-skid tread, with a height of 8 and 1/4", a width of 15" and a depth of 14" or an equally suitable replacement. Under no condition will any alternative substitutes be considered a viable alternative for a step stool and shall not be permitted on any vehicle;
  - cc. Distress Tools: Vehicles shall have on board three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited;
  - dd. Vehicle Documents: Vehicles shall include a vehicle information packet to be stored in the glove compartment, or securely store on or in the Driver's visor. This packet shall include:
    - 1. Vehicle registration
    - 2. Insurance card

3. Accident procedures and forms
4. Public Safety Certificate or sticker
- ee. First Aid Spill Kits: Vehicles shall be equipped with two fully stocked FIRST AID Kits. One kit is required to be mounted. A mounted SPILL KIT with following required items: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer;
- ff. Sanitary Gloves: Vehicles shall maintain a supply of latex gloves to be used during the sterilization of the vehicle, to remove or discard any items that may contain bodily fluids, and in the event the passenger needs assistance with his/her mobility needs and has a sensitive area that is exposed;
- gg. Winter Driving Equipment: Vehicles shall have tire chains for all tires for use in inclement weather conditions. This item shall be included in the vehicle inspection process and shall meet all safety standards of the District;
- hh. Vehicle Map: Vehicles shall contain a map of the District and surrounding service areas of Maryland and Virginia, with sufficient detail to locate Recipients' addresses and medical destinations. Maps shall be approved by the COTR; and
- ii. Inspection Sticker and Emission Testing: Vehicles shall have a current inspection sticker displayed on the windshield and an emission testing document indicating PASS, in the vehicle at all times. Each vehicle shall be tested annually or according to state registration inspection schedule and passed. If a vehicle has failed inspection and emissions testing, the Broker shall remove it from service immediately.

#### **C.3.2.3.2.6 Wheelchair Van Requirements**

The Broker shall ensure that all vehicles classified to transport wheelchair passengers shall comply with the ADA and WMATC requirements, and the General Vehicle Requirements described above in C.3.2.3.2.5. The Broker shall ensure that wheel chair vehicles used to transport wheelchair passengers shall, at a minimum, meet the following ADA requirements:

- a. The Broker shall insure that all wheelchair van vehicles operating within the NET system are not older than eight years.
- b. Maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment.
- c. Maintain an engine-wheelchair lift interlock system which:
  1. Requires that the vehicle's transmission is placed in park and the emergency brake is engaged.

2. While in park with the emergency brake engaged, the vehicle engine shall either shut down or become inoperable to place in any gear once the wheelchair lift ramp is deployed. This prevents the vehicle from moving when the lift is deployed.
- d. Maintain a Wheelchair lift, either a hydraulically or electro-mechanically powered, mounted so as not to impair the structural integrity of the vehicle that meets the following specifications:
1. The lift platform is capable of elevating and lowering a 600-pound load and shall not cause the outer edge of the lift to sag, or tilt downwards more than one inch. The platform deflection shall not be more than three (3) degrees under 600-pound load. The lift platform shall be at least thirty (30) inches wide and forty-eight (48) inches long.
  2. The lift platform shall not have a platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the area between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically.
  3. The lift controls shall be operable and accessible from inside and outside the vehicle, and shall be secure from accidental or unauthorized operation.
  4. The lift shall be powered from the vehicle's electric system. In the event of a power failure, the lift platform shall be able to be raised/lowered manually with passengers, and shall provide a method to slow free-fall in the event of power or component failure.
  5. The lift operation shall be smooth without any jerking motion. Movement shall be less than six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle.
  6. When the lift platform is in storage in the passenger compartment, it shall not be capable of falling out of or into the vehicle, even if the power should fail.
  7. All sharp edges of the lift structure, which might be hazardous to passengers, shall be ground smooth.
  8. The lift platform shall have a properly functioning, automatically engaging anti-roll-off barrier, with a minimum of 1" on the outbound end, to prevent ride over.
  9. It is preferable but not required, that the platform, when not in a store position, not intrude into the body of the vehicle more than twelve (12) inches and shall be

- equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface.
10. The lift platform surface shall be of a non-skid expanded metal mesh or equivalent, to allow for vision through the platform.
  11. The lift shall be clearly marked with reflector tape on each side except the side adjacent to the vehicle and on the edge of all steps, thresholds and the boarding edge of lift platform.
  12. The lift platform on vehicles shall be equipped with a handrail on both sides of the lift platform for the purpose of loading or unloading ambulatory passengers. The handrail shall meet the following requirements;
    - i. Maximum height ranges (30-38) inches;
    - ii. Knuckle clearance handhold, 1 and ½ inch (1-1/2") minimum
    - iii. Shall be able to withstand force of 100 pounds; and
    - iv. The handrail shall not reduce the lift platform width of at least thirty (30) inches.
- e. Maintain a Wheelchair Restraint System for each wheelchair position including a wheelchair-securing device or "tie-down" that complies with applicable ADA standards. The device shall be:
1. Placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
  2. Tested to meet a 30 m.p.h./20 gm standard;
  3. Able to securely restrain the wheelchair during transport from movement forward, backward, lateral and overturning movements in excess of two (2) inches;
  4. Adjustable to accommodate all wheel bases, tires (including pneumatic) and motorized wheelchairs;
  5. A locked system, belt system or both. If a belt system is used the cargo strap shall be retractable or stored on a mounted clasp or in a storage box when not in use. A retract mounting lock system on the floor for wheelchair security shall be flush with the floor so as not to be an obstruction or become a tripping hazard. In all cases, the straps shall be stored properly when not in use;

6. Equipped with seat belts and/or a shoulder harness that is attached to the floor or to the sidewall of the vehicle, which shall be capable of securing both the passenger and wheelchair; and
  7. The system utilized shall accommodate scooter-type wheelchairs. However, passengers utilizing these devices shall be requested to dismount from the device and be seated in a passenger seat.
- f. The wheelchair entrance door shall:
1. Maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
  2. Have no lip or protrusion at the door threshold of more than ½ inch;
  3. Be equipped with straps or locking devices to hold the door open when the lift is in use;
  4. Be located in the rear or on the side of the vehicle. It is preferable, but not required that the side door be the wheelchair entrance, as opposed to the rear door.

#### **C.3.2.3.2.7 Stretcher Vehicle Requirements**

The Broker shall ensure all vehicles classified as stretcher vans or vehicles used to transport passengers shall comply with the ADA and WMATC requirements, and the General Vehicle Requirements described above in C.3.2.3.2.5. The Broker shall ensure that stretcher vehicles used to transport stretcher patients shall, at a minimum, meet the following equipment requirements at all times:

- a. Stretcher van vehicles operating within the NET system are not older than eight years.
- b. The vehicle shall have a gurney with a weight capacity of at least 500 pounds;
- c. The gurney and vehicle shall have the proper floor mounts to secure and stabilize the gurney when lowered; and
- d. The gurney shall have three (3) body straps. One to be placed at the Recipient's feet, at the Recipient's upper thigh area, and across the chest area. In the event a Recipient has an injury to either of the areas, the Attendant is required to make the proper and necessary adjustments to the strap locations.

#### **C.3.2.3.2.8 Vehicle Inspection and Monitoring Process**

The Broker shall develop an internal inspection process and monitoring system to ensure that all Transportation Provider vehicles comply with the TPSA vehicle requirements (C.3.2.3.2) throughout the term of the service agreement with the Broker. The Broker shall at a minimum conduct the following inspections:

- a. Initial inspection of each Transportation Provider vehicle prior to the beginning of service delivery;
- b. Annual inspections of each Transportation Provider vehicle within 12 months of the initial inspection;
- c. Vehicle Specific inspection as needed to respond to complaints or other inquiries.

**C.3.2.3.2.8.1** The Broker shall develop and submit the Vehicle Inspection and Monitoring Process for the review and approval of the COTR within (10) days from Contract award. The Broker shall retain records of all vehicle inspections described in C.3.2.3.2.8 above.

**C.3.2.3.3 Driver and Attendant Requirements for Broker & Transportation Providers**

**C.3.2.3.3.1** The Broker shall ensure that all Drivers and Attendants employed by Transportation Providers to provide services under a TPSA shall maintain or fulfill the following minimum requirements:

- a. Twenty-one (21) years of age;
- b. Valid driver's license from the District, Virginia or Maryland that is not presently or has in the past five (5) years been revoked or suspended;
- c. No prior convictions for substance abuse or a sexual crime or crime of violence within the last 15 years. Any person that has been convicted of a felony during the last ten (10) years may drive or aid passengers only after satisfactory review and approval by the Broker and the District;
- d. Fluent in the English language; and
- e. Ability to read and comprehend a District road map.

**C.3.2.3.3.2** The Broker shall ensure that all Drivers and Attendants employed by Transportation Providers to provide services under a TPSA:

- a. Have not received treatment for a drug, alcohol, narcotics, or prescription medication addiction or abuse within the past five (5) years;
- b. Have not received a positive drug screening resulting from a urine analysis or other drug screening within the past five (5) years; and

- c. Have not been cited for three (3) or more moving violations or accidents within the last five (5) years.

**C.3.2.3.3.3** The Broker shall ensure that all Drivers that would endanger the safety of Recipients are removed from service including but not limited to the following:

- a. If the Transportation Provider suspects drugs/medications that would endanger the safety of Recipients, the Transportation Provider shall immediately remove the Driver from providing service to Medicaid Recipients; and
- b. Drivers who receive citations and are convicted of two (2) moving violations or accidents related to transportation provided under the Contract within a twelve (12) month period, where the Driver was at fault, shall be removed from service;

**C.3.2.3.3.4** The Broker shall ensure that each Driver and Attendant adheres to and maintain compliance with each of the following:

- a. Criminal Background and Transportation Record Checks: All Drivers and Attendants shall have and maintain Federal and FBI background checks free of felony convictions. The Broker shall ensure current copies of criminal background checks and transportation record checks for all Drivers and Attendants are provided prior to starting service with updates provided annually. The Broker shall retain copies of criminal background and transportation record checks for review by the COTR;
- b. Driver's Licenses: All Drivers employed by each Transportation Provider shall be licensed by the District or licensed by a jurisdiction in the metropolitan area to operate the transportation vehicle to which they are assigned by the Transportation Provider. The Broker shall ensure that copies of all current Transportation Providers vehicle Drivers' operator licenses shall be submitted to the Broker prior to starting service. The Broker shall retain copies of each driver's license for review by the COTR.
- c. First Aid and CPR Certificates: All Drivers and Attendants shall maintain current First Aid and CPR training certificates. The Broker shall ensure that First Aid and CPR certificates are provided for each Driver and Attendant prior to their starting service. The Broker shall include the First Aid and CPR certifications in the annual inspection of Driver records. Certificates shall be maintained for review by the COTR.
- d. Drug Screenings: The Broker shall ensure that all Drivers and Attendants undergo drug screenings and obtain a negative result prior to starting service. The Broker shall ensure that Drivers and

Attendants receiving a positive screening shall not be allowed to provide service or shall be removed from service delivery. The Broker shall ensure that random drug screenings are conducted at a minimum quarterly with the results available for review by the COTR.

- e. **Training and Education:** The Broker shall ensure that each Driver and Attendant complete the required Broker sponsored training and education (C.3.2.5.1.3) prior to providing service to ensure a Driver's competence in driving habits, and understand the importance of customer focused service delivery with emphasis on safety.
- f. **Uniforms:** The Broker shall ensure that Drivers and Attendants wear company-authorized uniforms (shirt and pants required) worn in an approved manner including shirts worn tucked inside the pants with no other logos than those approved by the Broker. Headgear, if worn, shall be part of the general uniform with logos consistent with other uniform pieces.
- g. **No Smoking Policy:** The Broker shall ensure that Drivers and Attendants uphold the No Smoking Policy including that smoking of any kind is prohibited in and around the vehicles while performing transportation service. "No Smoking" signs shall be visible to all passengers. The Broker shall require Drivers and Attendants to contact the Broker immediately if passengers fail to comply with this prohibition.

#### **C.3.2.3.3.5 Driver Conduct**

The Broker shall ensure that Drivers and Attendants employed by Transportation Providers to provide services under the TPSA adhere to the following required standards of conduct:

- a. No Driver or Attendant shall use or be under the influence of alcohol, narcotics, illegal drugs, or any drugs that impairs their ability to perform while on duty. No Driver or Attendant shall abuse alcohol or drugs at any time.
- b. No Driver or Attendant shall physically, mentally, or verbally abuse any Recipient or passenger.
- c. No Driver shall touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which has been trained.
- d. All Drivers and Attendants shall wear or have easily visible an official company I.D. badge;
- e. At no time shall Drivers or Attendants smoke, eat or consume any beverage while in the vehicle or while assisting

- Recipients/passengers entering or exiting the vehicle or while in the presence of any Recipient. The Driver should advise Recipients that they are not allowed to smoke, eat or consume any beverage while being transported while in the vehicle. The Driver shall report any incidents of this nature to the Broker.
- f. Drivers and Attendants shall not wear any type of headphones at any time while on duty. However, when using cell phones for official transportation business, they may wear an earpiece as required by District law.
  - g. Drivers or Attendants shall exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination. The Transportation Provider's Driver shall wait until the Recipient has safely entered his or her building or dwelling before departing the location.
  - h. Driver and Attendants shall properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent.
  - i. Drivers and Attendants shall present their company I.D. badge when entering a facility, during pickups, and whenever requested by the District.
  - j. The Driver and Attendant's picture shall be placed in the vehicle on the interior sidewall in view of Recipients being transported.
  - k. Drivers or Attendants, while on board, shall assist the passenger in the process of being seated, including the fastening of the seatbelts and securing of infants and children under age 5 in properly-installed child safety seats. Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchair and wheelchair passengers are properly secured and that all passengers are properly belted in their seat belts.
  - l. Drivers or Attendants shall assist passengers in the process of exiting the vehicle and in moving to access the building of the passenger's destination.
  - m. Drivers or Attendants shall confirm, prior to vehicle departure that the delivered passenger is safely inside the assigned destination office, apartment, home or nursing facility.
  - n. Drivers and Attendants shall provide support and oral directions to passengers. Such assistance shall also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance shall also include stowage by the Driver of mobility aids and folding wheelchair.

- o. Drivers or Attendants shall not be responsible for the Recipient/passenger's personal items. Interior signage (C.3.2.3.2.5.z) shall be displayed inside the vehicle making this known and visible to riders and Recipients.
- p. Neither Drivers nor Attendants are allowed to use two-way radios or mobile telephones while on duty except if it pertains to the transportation needs of the Recipients. Personal phone calls are not allowed while on duty driving or while parked.
- q. Drivers and Attendants shall be subject to periodic and random drug testing quarterly, at a minimum of four (4) times per calendar year
- r. Drivers shall be subject to immediate post-accident alcohol and drug testing. Refusal to comply shall be grounds for immediate dismissal of the personnel. If the Transportation Provider refuses to act on this issue, the Broker shall terminate the provider's service agreement immediately. Sanctions shall be imposed on the Broker in the event the Broker does not report this infraction to the COTR or the District becomes aware of this violation.

#### **C.3.2.3.3.6 Driver and Attendant Inspection and Monitoring Process**

The Broker shall develop an inspection process and monitoring system to ensure that all Drivers and Attendants comply with the requirements (C.3.2.3.3.3) contained in the TPSA throughout the term of the service agreement with the Broker. The Broker shall ensure, at a minimum:

- a. Driver's Licenses for all Drivers remain current;
- b. Criminal background and traffic record checks are updated for each Driver;
- c. Random drug screenings are completed;
- d. First Aid and CPR certifications remain current; and
- e. Driver and Attendant completion of training and education sessions.

**C.3.2.3.3.6.1** The Broker shall submit the Driver and Attendant Inspection and Monitoring Process for the review and approval of the COTR within ten (10) days of Contract award.

#### **C.3.2.3.4 Pick Up and Delivery Standards**

The Broker shall ensure that NET Transportation Services provided comply with the following pick up and delivery standards;

- a. On-time arrivals and pick-up shall be standard; Arrival before the scheduled pick-up time is permitted; however, a Recipient

- shall not be required to board the vehicle before the scheduled pick-up time and Transportation Providers shall wait up to a minimum of fifteen (15) minutes beyond the scheduled pick-up time.
- b. The Broker shall ensure that Medicaid FFS Recipients are transported to and from appointments on time. Medicaid FFS Recipients are to be advised of pick-up time for transportation to appointments when requests are made with the Broker. Any deviation in time of actual pick-up more than fifteen (15) minutes is not acceptable as timely service. For the return pick-up from an appointment, the vehicle shall arrive within thirty (30) minutes from time of notification by Recipient or facility.
  - c. In multiple-load situations, ensure that no Medicaid FFS Recipient is forced to remain in the vehicle more than thirty (30) minutes longer than the average travel time for that Recipient's direct transport from point of pick-up to destination.
  - d. Drivers shall transport Recipients to their destinations on time for their scheduled appointments. The Transportation Provider's Driver shall wait until the Recipient has safely entered his or her building or dwelling before departing the location.
  - e. Drivers shall report all late arrivals to the Transportation Provider/dispatcher for the purpose of notifying the direct Medicaid medical service provider of the Recipient's late arrival.
  - f. Broker shall monitor trips to ensure Recipients are transported to and from their homes and appointments in a timely manner. Transportation Providers are required to report all late arrivals to the Broker. The Broker shall monitor all late arrivals (i.e. physician, hospital, family) and submit a cumulative on-time report shall be submitted to the COTR quarterly.
  - g. Transportation Provider/dispatcher shall contact proposed riders/Recipients (via telephone) at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The Transportation Provider shall advise scheduled riders/Recipients of alternative transportation arrangements when necessary.

#### **C.3.2.3.5 Covered Recipients**

The Broker shall ensure NET services are provided to District Medicaid Recipients residing within the District requesting medically necessary services and have no other means of accessing the needed services. Eligible Recipients to receive services under this Contract are categorized in the following groups:

- a. TANF and TANF Related
- b. Aged with Medicare
- c. Aged without Medicare
- d. Blind and Aged with Medicare
- e. Blind and Disabled without Medicare
- f. Parents, guardians, companion, Escort, or other individuals accompanying MRDDA clients.

#### **C.3.2.3.6 Non-covered Recipients**

The Broker shall not provide NET services for the following:

- a. DC Medicaid Recipients who reside outside the District of Columbia;
- b. Recipients enrolled in Managed Care Organization (MCO) or assigned to a MCO;
- c. Recipients that are eligible for Medicaid as a Qualified Medicare Beneficiary (QMB) are not eligible for NET services and
- d. Children eligible for services through the Title XXI Children's Health Program (CHIP) are not eligible for NET services. The District enrolls these Recipients in an MCO. Transportation Services for the Children's Health Program (CHIP) population are excluded from this Contract and included in the reimbursement rate for each Eligible Recipient enrolled in the MCO.

#### **C.3.2.3.7 Covered Transportation Services**

The Broker shall provide NET services for medically necessary Transportation Services for any Recipient and companion, if required, who needs transportation to obtain medical evaluation or services for the purpose of receiving treatment, obtaining prescription drugs or medical equipment. In addition, the Broker shall provide Transportation Services for medical services reimbursed under the District Medicaid program but provided by health practitioners or entities that are not participating in the Medicaid program.

##### **C.3.2.3.7.1 Medicaid Covered Services**

The Broker shall provide NET services for covered Medicaid services to eligible Medicaid fee-for service Recipients. The Broker shall provide service for Medicaid program services offering access to an array of services designed to provide health care for covered Recipients comparable to that provided Recipients enrolled in a MCO. The Broker shall provide NET services, with applicable service limitations, for the following covered Medicaid services:

- a. Ambulatory services
- b. Podiatrists services
- c. Optometrists services
- d. PT, OT, SP, and AS provided by HHA or a medical rehabilitation facility
- e. Private Duty nursing services
- f. Clinic services
- g. Dental services (under age 21)
- h. Physical Therapy
- i. Occupational Therapy
- j. Services related to speech, hearing and language disorders (supervised)
- k. Prescribed Drugs
- l. Prosthetic devices
- m. Eyeglasses
- n. Diagnostic services
- o. Preventive services
- p. Rehabilitative services
- q. Inpatient Psych. Hospital services (65 + yrs.)
- r. Skilled Nursing facility services (65 + yrs.)
- s. Intermediate Care facility services
- t. Intermediate Care facility services (other than IMD)  
1902(a)(31)(A)
- u. Distinct part unit services for MR
- v. Inpatient psychiatric services (>22 yrs.)
- w. Hospice Care (section 1905 (0))
- x. Targeted Case Management
- y. TB related services under 1902(z)(2)(F)
- z. Pregnancy-related and postpartum services
- aa. Services for pregnancy complications
- bb. Transportation
- cc. Emergency hospital services (in a non-Medicare participating hospital)
- dd. Personal Care services in Recipient's home, under treatment plan and supervision

**C.3.2.3.7.2** The Broker shall provide Covered Transportation Services to all eligible Medicaid FFS Recipients to and from a District point of origin or to and from specific Medicaid reimbursable service locations at the request of the Recipient or person acting on behalf of the Recipient. The Broker shall not collect any co-payments to provide NET services.

**C.3.2.3.7.3** The Broker shall provide Transportation Services outside the immediate area for health care services only when sufficient medical resources are not available in the area or when a health care provider has referred the Recipient to medically necessary health care services outside of the immediate community.

**C.3.2.3.7.4** The Broker shall provide NET Covered Transportation Services out of the District to and from health care providers only when the transport originates within the District boundaries. All out-of-boundary trips shall be for Medicaid services and shall be deemed necessary because of the inability to receive services at a location closer to the Recipients' community. The Broker may request a copy of a written referral signed by the referring healthcare provider attesting to the need for travel outside the District.

**C.3.2.3.7.5 Urgent Care**

The Broker shall arrange NET services for Recipient requests for Urgent Care services when the Recipient has no other means of appropriate transportation. The Broker shall provide or perform the following to deliver Urgent Care services:

- a. Verify the need for Urgent Care which may result from a Recipient's discharge from a hospital or the need to fill an appointment established by a medical care provider within a timeframe that did not afford the Recipient the time to complete the routine three (3) day Prior Authorization and scheduling process;
- b. Confirm the Recipient does not have access to appropriate transportation;
- c. Identify and dispatch a Transportation Provider for pickup;
- d. Refer the Recipient to emergency ambulance services through 911 if the call is deemed more urgent than NET services; and
- e. Complete the request for Urgent Care within three (3) hours of the original call to request Urgent Care services.

**C.3.2.3.7.6 Backup Service**

The Broker shall arrange for back-up vehicles and personnel as needed when scheduled Transportation Services are not provided in accordance with

schedule. The Broker shall arrange for back-up services when notified by a Recipient, a Transportation Provider, other interested relevant party, or MAA of any of the following conditions:

- a. A vehicle is excessively late, twenty (20) minutes late in meeting its assigned schedule;
- b. A vehicle is experiencing mechanical problems;
- c. A vehicle has been involved in an accident;
- d. A vehicle is unable to continue scheduled trips due to the condition of a Recipient currently on-board;
- e. Other circumstances making the Transportation Provider unable or otherwise unavailable to complete scheduled and assigned trips.

#### **C.3.2.3.7.7 Other Covered Transportation Services**

The Broker shall provide NET services for the following:

- a. NET services to a parent, foster parent or guardian to visit his or her Medicaid Recipient minor child or children receiving medical services while as an inpatient at a hospital regardless of the parent or guardian's eligibility status to receive NET services. The Broker shall report the delivery of these services under the minor child's Medicaid eligibility number;
- b. The Broker may enter into TPSA's with individual Transportation Providers in other states to provide return trips in cases where a Recipient shall travel outside the District in order to obtain appropriate health care services;
- c. Travel into and out of the other states when the Medicaid Recipient being transported is a resident of the District in which the Broker has a contract; and
- d. NET services to a parent, foster parent, guardian, or caretaker of an MRDDA Recipient upon request.

#### **C.3.2.3.8 Medicaid Non-Covered Transportation Services**

The Broker shall ensure that the use of Medicaid-funded Transportation Services is used solely for the services described in the Contract and that use of Medicaid funded services for unauthorized uses is a fraudulent activity and subject to criminal prosecution and civil and administrative sanctions. The Broker shall not provide NET services for Non-covered Transportation Services including transportation to or from visits to obtain the following:

- a. Services given by a relative or a member of an individual's household

- b. Cosmetic surgery
- c. Orthopedic shoes for persons over twenty-one (21) years of age unless attached to a brace
- d. Abortions, unless the person's life is at risk or in cases of reported rape or incest
- e. Over-the-counter drugs
- f. Disposable or over-the-counter medical supplies, such as bandages, adult diapers, rubbing alcohol, and cotton
- g. Chiropractic services unless the individual is covered by Medicare
- h. Experimental items or services
- i. Dentures and eyeglasses for persons over twenty-one (21) years of age
- j. Vocational training
- k. Transportation to attend amusement parks, sporting events, and other social functions
- l. Transportation to Alcoholic anonymous (AA) meetings
- m. Transportation to Narcotic anonymous (NA) meetings

**C.3.2.3.8.1** The Broker shall not provide NET services for health care providers located outside the Washington DC Metropolitan Area, which is outside or beyond the counties of Montgomery and Prince Georges County in Maryland and Northern Virginia, except in an exceptional situation that warrants the request. The Broker should contact the COTR for approval of such exceptional requests.

**C.3.2.3.8.2** The Broker shall not arrange NET services for Medicaid Recipients who reside outside the District. The Broker shall refer Eligible Recipients to the Transportation Provider covering the Recipient's area, as applicable.

**C.3.2.3.8.3** The Broker shall not provide service for requests that are outside the scope of Covered Transportation Services (C.3.2.3.7). The Broker shall refer such requests to the COTR.

**C.3.2.3.8.4** The Broker shall not provide emergency ambulance services; the Broker shall provide Recipients requesting emergency ambulance services instructions to access those services via 911 or connect the Recipient or caller to a licensed emergency service.

**C.3.2.3.10.2 Operational Manuals and Policies and Procedures**

The Broker shall develop and provide Operational Manuals and Policies and Procedures to describe the delivery of NET services. The Broker shall ensure that each Transportation Provider maintains compliance with the established policies and procedures as well any revisions or updates that may be issued. The Broker shall at a minimum maintain the following manuals and policies and procedures to be used in the training and education of Transportation Providers, Drivers, and Attendants (C.3.2.5.1), Recipient education plans (C.3.3.1.5) and the Broker's staff (C.3.4.2.2), and as reference documents for transportation service providers and their staff, the Broker's staff, medical care providers, and any other related party requesting information regarding the NET program:

- a. Operating Policies and Procedures Manual (C.3.4.5.1)
- b. Transportation Provider Manual (C.3.4.5.2)
- c. Systems Manual (C.3.4.5.3)
- d. Users Manual (C.3.4.5.4)
- e. Quality Assurance Plan (C.3.4.5.5)

**C.3.2.3.10.2.1** The Broker shall submit the NET Services Operations Manual and Policies and Procedures described in C.3.2.3.10.2 for the review and approval of the COTR within ten (10) days of Contract award.

**C.3.2.3.10.3 Reporting**

The Broker shall ensure that each Transportation Provider prepares and provides report information needed to meet the Broker's reporting requirements. In addition, the Broker shall ensure that each Transportation Provider understands the reporting requirements and how the different formats shall be prepared. The Broker shall obtain at a minimum the following reports or information from the Transportation Provider:

- a. Daily Manifests
- b. Driver Daily Log Reports
- c. Complaint Log, Responses and Resolution
- d. Encounter Data Reports
- e. Accident & Moving Violations Report
- f. Transportation Services – Summary Report
- g. Recipient No-Show Report
- h. Client Satisfaction Survey Report

**C.3.2.3.10.4 Record Retention**

The Broker shall ensure that each Transportation Provider maintains all required records and documentation including Transportation Providers' information, vehicle information, Driver and Attendant information, and any other records the Broker shall need to access. The Broker shall ensure that the following record retention requirements are maintained:

- a. All records, including training records, pertaining to the Contract shall be readily retrievable within three (3) working days for review at the request of the District;
- b. All records shall be maintained and available for review by authorized federal and District personnel during the entire term of the Contract and for the period of three (3) years thereafter, unless an audit is in progress.
- c. Records involving an audit in progress or previous unresolved audit findings shall be kept for a period of six (6) years or until all issues are resolved, whichever is greater.

**C.3.2.3.10.4.1 Transportation Provider Records**

The Broker shall establish, maintain and provide upon request, the following records and related information in its files for each Transportation Provider with a TPSA:

- a. Copy of Broker's executed TPSA for each Transportation Provider;
- b. Copy of Transportation Provider's registration with the District Public Service Commission;

**C.3.2.3.10.4.2 Vehicle Records**

The Broker shall ensure that at a minimum the following records and documentation are maintained for vehicles providing service under the TPSA:

- a. Manufacturer and model
- b. Model year
- c. Current vehicle registration
- d. Vehicle Identification Number (VIN #)
- e. WMATC Certificate
- f. Type of vehicle (van, wheelchair van or stretcher van)
- g. Capacity of vehicle;
- h. License tag number and State of vehicle registration;
- i. Declaration page or Certificate of insurance policy coverage;

- j. Registration permit and vehicle stamp
- k. Special equipment such as wheelchair lifts
- l. Date, odometer reading, and inspection results pass/fail, verification that vehicle meets the contract's vehicle requirements (C.3.2.3.2), inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating.

#### **C.3.2.3.10.4.3 Driver Records**

The Broker shall ensure that at a minimum the following records and documentation are maintained for Driver and Attendants providing service under the TPSA as applicable:

- a. Driver's full name, date of birth and social security number; and any alias;
- b. Copy of the Driver's District, Virginia, or Maryland driver's license;
- c. Driver's driving record for the previous three (3) years obtained from District, Virginia and Maryland Police;
- d. Criminal background check;
- e. First aid training certificates;
- f. Driver training course certificate,
- g. Documentation of any complaints or accommodations received about the Driver;
- h. Driver's accident, moving violations, and incident reports and any outcomes of each; and
- i. Crimes or charges that occurred prior to the Drivers start date and once the Contract commences.

#### **C.3.2.3.11 Confidentiality of Information**

The Broker shall ensure that all information retrieved, obtained, shared within organization, produced, reproduced, and given to Transportation Providers is in full compliance with all confidentiality and HIPAA privacy policies (H.10). The Broker shall not exchange any information deemed confidential with any organization outside of the scope of services provided by the Broker, MAA, or the District, without prior approval from the District.

- C.3.2.3.11.1** The Broker shall ensure that Transportation Providers maintain the Confidentiality of Recipients during the delivery of NET services.

**C.3.2.3.12 Independent Audit**

The Broker shall obtain the services of an independent audit firm to assess the Broker's internal accounting controls and procedures to perform the administration of the District's non-emergency transportation program. The independent audit firm shall determine whether the audit revealed any conditions that presented a material weakness in the overall administration of the NET services program and the Broker's accounting and financial practices consistent with sound business principles and generally accepted accounting procedures.

- C.3.2.3.12.1** The Broker shall provide the initial Independent Audit Findings to the COTR within 60 days from Contract award. The Independent Audit Findings shall include at a minimum details of the independent auditor's assessment of the Broker's internal accounting controls and procedures. The Independent Audit Findings shall also include statements from the auditor confirming that no material weaknesses in the Broker's internal controls and procedures exist and that the Broker's accounting and financial practices are consistent with sound business principles and generally accepted accounting procedures. The Broker shall submit subsequent annual Independent Audit Findings for the review and approval of the COTR each year by September 15th

**C.3.2.3.13 Non-Compliance with Standards**

The Broker shall ensure Transportation Providers include vehicles identified in each TPSA, and that Drivers and Attendants maintain compliance with the terms, conditions, and requirements of the TPSA; failure to maintain compliance and potential consequences shall include but is not limited to the following:

- a. Any vehicle in the NET Broker program found not in compliance with the vehicle licensing, registration, District or federal requirements, or any requirements contained in the TPSA shall be removed from service immediately until the Broker confirms and verifies successful corrective action has been completed and the deficiencies corrected;
- b. The Broker shall conduct an on-site visit of Transportation Providers with a TPSA that receives two (2) or more complaints from passengers concerning vehicle cleanliness, heating, air conditioning, vehicle equipment failure, or other deficiencies identified in C.3.2.3 within a five (5) day period. The Broker shall complete an on-site inspection within forty-eight (48) hours of notification of the 5<sup>th</sup> complaint. The Broker shall identify orally and in writing the required corrective action to be taken by the Transportation Provider in order to continue to provide NET services. The Broker shall notify the COTR and maintain all

- corrective actions and resulting actions in the Transportation Provider files and the vehicle file;
- c. The Broker shall terminate a TPSA when it identifies what it considers sub-standard performance or when the Transportation Provider has failed to take satisfactory corrective action within a reasonable time period. The District reserves the right to direct the Broker to terminate any TPSA with a Transportation Provider when the District determines it to be in the best interest of the District;
  - d. The Broker shall remove from service any Transportation Provider that has been documented as consistently late (20 minutes or more off delivery or pick-up schedule); the Transportation Provider shall remain removed from service until the Broker confirms and verifies successful corrective action has been completed and deficiencies corrected;
  - e. Drivers failing to maintain a valid Driver's license shall be removed from service;
  - f. Driver's failing to pass random drug screenings shall be removed from service;
  - g. Drivers who receive citations and are convicted of two (2) moving violations and/or accidents related to transportation provided under the Contract within a twelve (12) month period, where the Driver was at fault, shall be removed from service; and
  - h. Drivers failing to maintain the conduct and service delivery requirements contained in the TPSA shall be removed from providing service pending completion of corrective action and approval by the Broker.

#### **C.3.2.3.13.1 Non-Compliance Activity Report - Transportation Providers, Vehicles, Drivers, and Attendants**

The Broker shall prepare and submit a Non-Compliance Activity Report detailing those Transportation Providers, vehicles, Drivers, and Attendants that have been removed from service delivery. The Non-Compliance Activity Report shall also indicate those Transportation Providers, vehicles, Drivers and Attendants that have been returned to service delivery after having satisfied or corrected the issue(s) that originally resulted in removal from service. The Broker shall submit the Non-Compliance Activity Report for the review and approval of the COTR monthly.

#### **C.3.2.4 Other Transportation Network Development**

The Broker shall utilize Public Transportation Providers to compliment the private Transportation Provider Network selected from the District's list of current and active providers to ensure the availability of adequate

transportation services to meet the needs of the Recipients. The Broker shall include the following:

**C.3.2.4.1 Public Transportation Provider Service Agreements**

The Broker shall, to the extent practical and efficient, enter into TPSA with Public Transportation Providers to ensure the development of a varied Transportation Provider Network to deliver NET services. The Broker shall maximize the use of Public Transportation in order to provide the most cost-effective service to the Recipient, if such transportation is appropriate to meet the needs of the Recipient. The Broker shall utilize the following covered modes of Public Transportation as appropriate:

**C.3.2.4.1.1 Bus Token or Fare Card Reimbursed Trips:**

The Broker shall procure and enter into agreements with local Public Transportation Providers (Metro) to provide services including Metro Rail, Metro Bus, or Metro Paratransit services for FFS Medicaid Recipients. The Broker shall reimburse or provide tokens or fare cards for Eligible Recipients.

1. The Broker shall reimburse or provide tokens or fare cards for Eligible Recipients. The Broker shall make available at the Broker's Central Business Office (C.3.4.1), via courier and U.S. mail, bus tokens or metro fare passes to Recipients and Escorts, if applicable, for use in traveling to or from scheduled health care appointments by Public Transportation in cases where the Recipient or companion cannot afford to purchase them;
- b. The Broker shall also utilize other regional Public Transportation systems that integrate with the Metro to provide NET services outside the District.
- c. Taxi-Voucher Trips: Transportation Services offered by taxi-voucher shall be utilized after 6:00 p.m. through 8:00 a.m. as a means of backup to regular service.

**C.3.2.4.2 Public Transportation Policies Procedures**

The Broker shall develop and implement procedures to determine the appropriateness and accessibility of Public Transportation for Recipients. The Broker shall submit the Broker's Public Transportation Policies and Procedures for the review and approval of the COTR within 30 days of Contract award.

**C.3.2.5 Transportation Provider Relations and Education**

The Broker shall maintain provider relations that foster and encourage a positive constructive working relationship between the Broker and the Transportation Provider intending to produce effective, efficient, quality service delivery of NET services. The Broker shall at a minimum provide or conduct the following:

**C.3.2.5.1 Transportation Provider Training and Education Plan**

The Broker shall develop and implement a training and education plan for Transportation Providers and their Drivers and Attendants. The Broker shall provide an adequately equipped facility to accommodate the appropriate number of attendees in an environment that facilitates and supports the training initiative. The Broker shall utilize the Broker's facility, the transportation provider's facility, or other appropriate facilities. The Transportation Provider Training and Education Plan shall be developed and implemented to provide the Transportation Providers a thorough understanding of the NET services and the knowledge to make maximum contributions to the success of the program. The Transportation Provider Training and Education Plan shall be submitted to the COTR for review and approval within 30 days from Contract award. The plan shall include at a minimum the following:

**C.3.2.5.1.1 Transportation Provider Orientation**

The Broker shall develop and provide an orientation of NET services and the key program features for each Transportation Provider selected as part of the Broker's Network and has entered into a TPSA with the Broker. The orientation shall be conducted prior to the start of service delivery and shall consist of, at a minimum, the following topics, areas, and subjects:

- a. Overview of NET Program and division of responsibilities between the Broker and Transportation Providers;
- b. Prior Authorization procedures;
- c. Covered and non-covered Recipients;
- d. Eligible Recipients verification;
- e. Covered Transportation Services and Non-covered Transportation Services;
- f. Necessity of Services;
- g. Appropriate Mode of Transportation;
- h. Scheduling of Transportation Services;
- i. Procedures for notifying Recipients when services are denied or terminated by the Broker;

**C.3.2.3.12 Independent Audit**

The Broker shall obtain the services of an independent audit firm to assess the Broker's internal accounting controls and procedures to perform the administration of the District's non-emergency transportation program. The independent audit firm shall determine whether the audit revealed any conditions that presented a material weakness in the overall administration of the NET services program and the Broker's accounting and financial practices consistent with sound business principles and generally accepted accounting procedures.

- C.3.2.3.12.1** The Broker shall provide the initial Independent Audit Findings to the COTR within 60 days from Contract award. The Independent Audit Findings shall include at a minimum details of the independent auditor's assessment of the Broker's internal accounting controls and procedures. The Independent Audit Findings shall also include statements from the auditor confirming that no material weaknesses in the Broker's internal controls and procedures exist and that the Broker's accounting and financial practices are consistent with sound business principles and generally accepted accounting procedures. The Broker shall submit subsequent annual Independent Audit Findings for the review and approval of the COTR each year by September 15th

**C.3.2.3.13 Non-Compliance with Standards**

The Broker shall ensure Transportation Providers include vehicles identified in each TPSA, and that Drivers and Attendants maintain compliance with the terms, conditions, and requirements of the TPSA; failure to maintain compliance and potential consequences shall include but is not limited to the following:

- a. Any vehicle in the NET Broker program found not in compliance with the vehicle licensing, registration, District or federal requirements, or any requirements contained in the TPSA shall be removed from service immediately until the Broker confirms and verifies successful corrective action has been completed and the deficiencies corrected;
- b. The Broker shall conduct an on-site visit of Transportation Providers with a TPSA that receives two (2) or more complaints from passengers concerning vehicle cleanliness, heating, air conditioning, vehicle equipment failure, or other deficiencies identified in C.3.2.3 within a five (5) day period. The Broker shall complete an on-site inspection within forty-eight (48) hours of notification of the 5<sup>th</sup> complaint. The Broker shall identify orally and in writing the required corrective action to be taken by the Transportation Provider in order to continue to provide NET services. The Broker shall notify the COTR and maintain all

- corrective actions and resulting actions in the Transportation Provider files and the vehicle file;
- c. The Broker shall terminate a TPSA when it identifies what it considers sub-standard performance or when the Transportation Provider has failed to take satisfactory corrective action within a reasonable time period. The District reserves the right to direct the Broker to terminate any TPSA with a Transportation Provider when the District determines it to be in the best interest of the District;
  - d. The Broker shall remove from service any Transportation Provider that has been documented as consistently late (20 minutes or more off delivery or pick-up schedule); the Transportation Provider shall remain removed from service until the Broker confirms and verifies successful corrective action has been completed and deficiencies corrected;
  - e. Drivers failing to maintain a valid Driver's license shall be removed from service;
  - f. Driver's failing to pass random drug screenings shall be removed from service;
  - g. Drivers who receive citations and are convicted of two (2) moving violations and/or accidents related to transportation provided under the Contract within a twelve (12) month period, where the Driver was at fault, shall be removed from service; and
  - h. Drivers failing to maintain the conduct and service delivery requirements contained in the TPSA shall be removed from providing service pending completion of corrective action and approval by the Broker.

**C.3.2.3.13.1 Non-Compliance Activity Report - Transportation Providers, Vehicles, Drivers, and Attendants**

The Broker shall prepare and submit a Non-Compliance Activity Report detailing those Transportation Providers, vehicles, Drivers, and Attendants that have been removed from service delivery. The Non-Compliance Activity Report shall also indicate those Transportation Providers, vehicles, Drivers and Attendants that have been returned to service delivery after having satisfied or corrected the issue(s) that originally resulted in removal from service. The Broker shall submit the Non-Compliance Activity Report for the review and approval of the COTR monthly.

**C.3.2.4 Other Transportation Network Development**

The Broker shall utilize Public Transportation Providers to compliment the private Transportation Provider Network selected from the District's list of current and active providers to ensure the availability of adequate

transportation services to meet the needs of the Recipients. The Broker shall include the following:

#### **C.3.2.4.1 Public Transportation Provider Service Agreements**

The Broker shall, to the extent practical and efficient, enter into TPSA with Public Transportation Providers to ensure the development of a varied Transportation Provider Network to deliver NET services. The Broker shall maximize the use of Public Transportation in order to provide the most cost-effective service to the Recipient, if such transportation is appropriate to meet the needs of the Recipient. The Broker shall utilize the following covered modes of Public Transportation as appropriate:

##### **C.3.2.4.1.1 Bus Token or Fare Card Reimbursed Trips:**

The Broker shall procure and enter into agreements with local Public Transportation Providers (Metro) to provide services including Metro Rail, Metro Bus, or Metro Paratransit services for FFS Medicaid Recipients. The Broker shall reimburse or provide tokens or fare cards for Eligible Recipients.

1. The Broker shall reimburse or provide tokens or fare cards for Eligible Recipients. The Broker shall make available at the Broker's Central Business Office (C.3.4.1), via courier and U.S. mail, bus tokens or metro fare passes to Recipients and Escorts, if applicable, for use in traveling to or from scheduled health care appointments by Public Transportation in cases where the Recipient or companion cannot afford to purchase them;
- b. The Broker shall also utilize other regional Public Transportation systems that integrate with the Metro to provide NET services outside the District.
- c. Taxi-Voucher Trips: Transportation Services offered by taxi-voucher shall be utilized after 6:00 p.m. through 8:00 a.m. as a means of backup to regular service.

##### **C.3.2.4.2 Public Transportation Policies Procedures**

The Broker shall develop and implement procedures to determine the appropriateness and accessibility of Public Transportation for Recipients. The Broker shall submit the Broker's Public Transportation Policies and Procedures for the review and approval of the COTR within 30 days of Contract award.

**C.3.2.5 Transportation Provider Relations and Education**

The Broker shall maintain provider relations that foster and encourage a positive constructive working relationship between the Broker and the Transportation Provider intending to produce effective, efficient, quality service delivery of NET services. The Broker shall at a minimum provide or conduct the following:

**C.3.2.5.1 Transportation Provider Training and Education Plan**

The Broker shall develop and implement a training and education plan for Transportation Providers and their Drivers and Attendants. The Broker shall provide an adequately equipped facility to accommodate the appropriate number of attendees in an environment that facilitates and supports the training initiative. The Broker shall utilize the Broker's facility, the transportation provider's facility, or other appropriate facilities. The Transportation Provider Training and Education Plan shall be developed and implemented to provide the Transportation Providers a thorough understanding of the NET services and the knowledge to make maximum contributions to the success of the program. The Transportation Provider Training and Education Plan shall be submitted to the COTR for review and approval within 30 days from Contract award. The plan shall include at a minimum the following:

**C.3.2.5.1.1 Transportation Provider Orientation**

The Broker shall develop and provide an orientation of NET services and the key program features for each Transportation Provider selected as part of the Broker's Network and has entered into a TPSA with the Broker. The orientation shall be conducted prior to the start of service delivery and shall consist of, at a minimum, the following topics, areas, and subjects:

- a. Overview of NET Program and division of responsibilities between the Broker and Transportation Providers;
- b. Prior Authorization procedures;
- c. Covered and non-covered Recipients;
- d. Eligible Recipients verification;
- e. Covered Transportation Services and Non-covered Transportation Services;
- f. Necessity of Services;
- g. Appropriate Mode of Transportation;
- h. Scheduling of Transportation Services;
- i. Procedures for notifying Recipients when services are denied or terminated by the Broker;

- j. Criteria and procedures for documenting and notifying Recipients when services are denied or terminated by the Transportation Provider;
- k. Vehicle requirements, insurance coverage, licenses, permits, and certifications;
- l. Drivers and Attendants qualifications, responsibilities, and conduct;
- m. Pick-up and delivery standards;
- n. Modes of transportation;
- o. Support Services
  - 1. Telephone and Communication
  - 2. Computer
  - 3. NET program Operating Manuals;
    - i. Operational Procedures
    - ii. Transportation Provider Manual
    - iii. Systems Manual
    - iv. User Manual
    - v. Quality Assurance Plans
    - vi. Monitoring and Oversight
    - vii. Complaint and Grievance Policy
    - viii. Accidents, Unusual Incidents, Moving violations and Vehicle breakdowns;
    - ix. In-climate Weather
  - 4. Reporting Requirements
    - i. Client Satisfaction Survey Report
    - ii. Complaint Log
    - iii. Responses
    - iv. Encounter Data Reports
    - v. Accident & Moving Violations Report
    - vi. Transportation Services – Summary Report
    - vii. Recipient No-Show Report
    - viii. Provider No-Show Report
    - ix. Driver Reports
    - x. Daily Manifests
  - 5. Record Maintenance and Retention
    - i. Transportation Provider records

- ii. Vehicle records
- iii. Drivers and Attendants records
- p. Confidentiality of Recipient or patient information;
- q. Payment and Payment Administration;
- r. Procedures for obtaining reimbursement for authorized trips;
- s. Non-compliance with standards;

#### **C.3.2.5.1.2 Comprehensive Training and Education Sessions**

The Broker shall provide comprehensive education and training to each NET Transportation Provider prior to the startup of services and continue, at a minimum, quarterly through the life of the Contract. The Broker shall also provide any updates, policy changes, and Contracts addendums, operational or organizational structural changes to providers thirty (30) days, prior to implementation. The Broker's training shall include, but not be limited to, training in the following related areas:

- a. Trip documentation and signature authorization;
- b. Defensive driving techniques;
- c. On-time performance criteria;
- d. Proper wheelchair tie-down procedures;
- e. Correct wheelchair lift procedure (electric and manual);
- f. Patient assistance while boarding;
- g. Vehicle rules for patients;
- h. Proper stretcher mounting procedures;
- i. Uniform requirements;
- j. Driver and Attendant Identification;
- k. Driver conduct;
- l. Emergency evacuation procedure for vehicles;
- m. Emergency vehicle roadside safety;
- n. Proper cellular phone/two-way radio etiquette;
- o. Trip reimbursement process and Encounter Data submission;
- p. Invoice due dates;
- q. Required documentation needed prior to service;
- r. Monthly, quarterly, annual reports due to Broker, if applicable;
- s. Basic first aid and CPR;
- t. Emergency Procedures;

- u. Safety procedures; and
- v. Assisting Passengers with Developmental Disabilities (MRDDA guidelines and courses);

#### **C.3.2.5.1.3 Driver and Attendant Training and Education**

The Broker shall establish and implement Driver and Attendant training and education. The Broker shall establish and implement Driver and Attendant training standards in lieu of the standards established below subject to advance review and approval of the COTR.

- a. **Driver and Attendant:** The Broker shall ensure that all Drivers providing service under a TPSA successfully complete, at a minimum, the following training and education prior to providing service:

1. Driver training including defensive Driving training,
2. First aid and CPR training,
3. Spill kit;
4. Removal of biohazards;
5. A passenger assistance orientation program;
6. Driver reporting requirements;
7. An on-going safety and sensitivity program to ensure a safe operating environment;
8. Emergency and accident procedures; and
9. Customer service.

#### **C.3.2.5.1.4 Recipients Training**

The Broker shall develop a training course for direct Transportation Providers that deliver services to MRDDA waiver Recipients with a Developmental Disability. The Broker shall ensure that the training course shall incorporate the requirements of MRDDA transportation policies and procedures (C.1.1 Applicable Document #15) prior to providing service. The Broker shall ensure that Transportation Providers transporting MRDDA Recipients attend and successfully complete the MRDDA waiver training courses. The Broker's MRDDA waiver training course shall include at a minimum the following MRDDA specific areas as they relate to Medicaid FFS or waiver Recipients:

- a. Most Integrated Settings
- b. Behavior Support
- c. Quality Assurance
- d. Individual Support Plan (ISP)

- e. MRDDA policies pertaining to transportation for Medicaid FFS or waiver Recipients.
- f. American with Disabilities Act (ADA) (C.1.1 Applicable Document #5) prior to providing service.

**C.3.2.5.1.5 Provider/Driver Specific Individualized Training and Education**

The Broker shall provide individual training and education as needed and as requested by providers. The Broker's Transportation Provider, Driver, or Attendant specific training shall address policy, procedure, and other pertinent provisions of the NET program to address issues to facilitate improved performance.

**C.3.2.5.1.6 Training and Education Plan Attendance, Presentation, and Training Materials**

The Broker shall maintain records of attendance and provide all curriculums, presentation and training materials to be utilized in Transportation Provider's Training and Education Plan including the following:

- a. Transportation Provider Orientations (C.3.2.5.1.1)
- b. Comprehensive Education and Training (C.3.2.5.1.2)
- c. Driver and Attendant Training and Education (C.3.2.5.1.3 a)
- d. MRDDA Training (C.3.2.5.1.4)
- e. Individualized Transportation Provider/Driver Training (C.3.2.5.1.5)

The Broker shall submit training materials to the COTR for approval at least sixty (60) calendar days prior to the training session.

**C.3.2.5.1.7 Training and Education Evaluation Tool**

The Broker shall develop and administer an evaluation tool for each of the Broker's training and education sessions to assess the overall effectiveness and perception of the Broker's training, and provide training and education attendees the opportunity to assess and provide feedback on all aspects of the training. The Broker shall submit the Training and Education Evaluation Tool for the review and approval of the COTR within 60 days from Contract award.

**C.3.2.5.2 Transportation Provider Expiring Insurance Report**

The Broker shall notify or contact the Transportation Provider within ninety (90) days of the expiration date of applicable insurance policy(s). The Broker shall provide the COTR with a copy of the insurance policy expiration report.

**C.3.3 RECIPIENT SERVICES****C.3.3.1 Notifications and Outreach of NET Services**

The Broker shall develop and distribute notifications for Recipients to announce and introduce the NET services available. The Broker shall develop the following Notification and Outreach of NET Services and submit for the review and approval of the COTR within 30 days from Contract award:

**C.3.3.1.1 Recipient Initial Notification**

The Broker shall develop the initial Recipient notification to inform Recipients of the District NET services availability and the need for advance scheduling prior to the Broker assuming responsibility for the provision of Transportation Services. The initial notice will be disseminated by the District at least 45 days prior to the start of service and shall include at a minimum the following:

- a. The availability of NET services;
- b. A description of NET services;
- c. The Broker's
  1. Name
  2. Location of central business office and hours of operation;
  3. Telephone and Fax numbers;
  4. Internet website address;
- d. The Recipient's procedure for requesting NET services;

The Broker shall develop and produce the initial notification including mailing labels and postage. The Recipient Initial Notification shall require the review and approval of the District.

**C.3.3.1.2 Newly Eligible Notification**

The Department of Human Services Income Maintenance Administration will notify Recipients about the new NET Broker system at the time they are determined eligible for Medicaid. The Broker shall, upon review of enrollment records, identify new Eligible Recipients and directly mail each newly Eligible Recipient a notification of the NET services. The newly eligible notification shall contain at a minimum the information discussed in C.3.3.1.1 above.

**C.3.3.1.3 Other Notices**

The Broker shall also develop and provide Recipient education and notification material for distribution by IMA to Recipients during the eligibility process. The Broker shall develop and distribute educational materials and brochures to each IMA office across the District.

- C.3.3.1.3.1** The Broker shall develop and provide for the review and approval of the COTR Recipient Education and Notification material within 30 days of Contract award.

**C.3.3.2 Recipient Education Plan**

The Broker shall develop an educational plan for Recipients that include each Recipient's rights, responsibilities and HIPAA requirements for use of NET services. The Broker shall develop and submit the Recipient Education Plan for the review and approval of the COTR within 30 days from Contract award. The Recipient education plan shall include at a minimum the following:

**C.3.3.2.1 Training and Education Plan Presentation and Training Materials**

The Broker shall develop and provide the Training and Education Plan Presentation and Training Materials for the review and approval of the COTR within 30 days from Contract award.

**C.3.3.3 Centralized Call Center**

The Broker's call center functions and customer service representatives shall be located in the Broker's central business office weekdays, Monday through Friday from 8:00 am to 6:00 pm. The Broker shall also provide call center functions and customer service representatives during the weekdays after-hours (6:01 pm to 7:59 am) and weekend calls (6:01 pm Friday through 7:59 am Monday) utilizing. The Broker shall utilize the Broker's central office or a remote location, ensuring that all calls center staff, central office or remote location; have a map of the city displayed in their individual workstation areas.

**C.3.3.3.1 Recipient Reservation Intake Form and Process**

The Broker shall complete an electronic computerized Recipient intake worksheet at the time of the incoming call or contact for each request made by the Recipient. The Broker shall develop and submit for the review and approval of the COTR approval a model or prototype Recipient intake worksheet for NET services within 30 days from Contract award. The Recipient Reservation and Intake Form shall include at a minimum the following:

**C.3.3.3.1.1 Transportation Request Form**

The Broker shall develop a transportation request form to be used at the time a request for transportation is received. The Broker's Recipient Reservation Intake form shall serve as the electronic document to guide the Broker to complete the authorization and scheduling process (C.3.3.3.2 through C.3.3.3.7). The Broker's transportation request form shall be automated, completed, and maintained by the Broker and shall include at a minimum the following:

- a. Date and time of the call;
- b. Name of Broker Customer Service Representative's (CSR) name;
- c. Identification Number assigned to the CSR of operator who recorded the request;
- d. Callers first and last name and relationship to the Recipient;
- e. Recipient's first and last name;
- f. Recipient's complete address including apartment number;
- g. Recipient's Medicaid number; and
- h. Recipient's or caller's telephone number, if available, transport type (ambulatory, life support, wheelchair);
- i. Standing or one-time request;
- j. Authorization number;
- k. Unique transaction identification number;
- l. The type of request (e.g. urgent, three days notice);
- m. Assistance needed (Yes/No)
- n. Name of the Medicaid Recipient requiring transportation;
- o. Address of Medicaid Recipient;
- p. Medicaid identification number;
- q. Point of origin if different from above address;
- r. Point of destination;
- s. Date and time of medical appointment;
- t. Disposition of request,
- u. The mode of transportation to be provided (Public Transportation, ambulatory van, wheelchair van, or NET stretcher van);
- v. Scheduled date and time of pickup;
- w. Provider name and Identification code of Transportation Provider to which the trip was assigned;
- x. General comments.

reason for the Escort. If the Recipient's transportation service request is a one-way trip, the Broker shall not be responsible to transport the Escort back to the original pickup point.

#### **C.3.3.3.4.1 Special Needs**

The Broker shall determine if special needs exist for a Recipient requesting Transportation Services including the use of an Attendant or Escort as described below:

- a. Attendant Services - The Broker shall arrange with the Transportation Provider for the provision of one (1) Attendant during transport when, in the judgment of the Broker, in consideration of all known factors or as required by the licensed health care provider, it is necessary to have an adult helper on a trip to assure the safety of all passengers. The Attendant, an employee of the Transportation Provider, shall remain with the vehicle after the Recipient has left the vehicle at its destination. The Broker shall provide Attendant Services as part of the Capitated Rate to be received by the Broker.
- b. Escort Services- The Broker shall allow, without charge to the Escort or Recipient, one (1) Escort to accompany a Recipient or group of Recipients who are residents of a nursing facility, blind, deaf, mentally disabled, or under the age of twenty-one (21), when the Recipients are transported to receive Medicaid covered services. The Broker is not responsible for arranging or compensating an Escort for services rendered except, upon request, for the cost of Public Transportation.

#### **C.3.3.3.5 Appropriate Mode of Transportation – Level of Transportation**

The Broker shall select the most Appropriate Mode of Transportation based on the Recipient's need considering the Recipient's current level of mobility and functional independence. The Broker shall determine the most Appropriate Mode of Transportation needed by the Recipient based on information provided by the Recipient. The Broker shall determine the most Appropriate Mode of Transportation based on the following:

- a. Availability of Public Transportation:
  1. Distance from scheduled stops;
  2. Age of Recipient
  3. Disabilities, if any, of Recipient
  4. Any physical or mental impairment which would preclude use of Public Transportation;

5. Availability of funds to pay for transportation
  6. Date of request
  7. Date of trip
- b. Modes other than Public Transportation may be used when the Recipient is:
1. Able to travel independently but, due to permanent or temporary debilitating physical or mental conditions, cannot use the mass transit system; or
  2. Unable to be accommodated by the public Para transit system; or
  3. Traveling to and from a location which is inaccessible by mass transit (inaccessibility is within more than ½ mile of scheduled stop).

#### **C.3.3.3.5.1 Criteria for Wheelchair or NET Stretcher Services**

The Broker shall provide NET Services other than van or Public Transportation when one of the following conditions is present:

- a. The Recipient requires a wheelchair and is unable to use Public Transportation.
- b. The Recipient has a disabling physical condition, which requires the use of a walker, cane, crutches or brace and is unable to use a minibus, commercial taxi or Public Transportation.
- c. When an ambulatory Recipient requires radiation therapy, chemotherapy or dialysis treatment, which results in a disabling physical condition after treatment, causing the Recipient to be unable to access transportation without physical assistance;
- d. The Recipient is unable to ambulate without personal assistance of the Driver in entering or exiting the Recipient's residence and medical facility; or the Recipient has a severe, debilitating weakness or is mentally disoriented as a result of illness or health care treatment and requires personal assistance.
- e. The Broker is not precluded from using more intensive modes of transportation if the Broker determines the use to be appropriate. One of the above limiting conditions may exist before more intensive modes other than van or Public Transportation is considered; however, the existence of a limiting condition does not necessarily mean that a more intensive mode of transportation is required.

The Broker shall also consider the functional ability and independence of the Medicaid Recipient in determining the need for wheelchair or stretcher services. The Broker shall utilize as the key to the use of more intensive modes of NET services is that such services be adequate to meet the health needs of the individual.

**C.3.3.3.5.2 NET Stretcher Services for Nursing Homes and Other Providers**

The Broker shall provide stretcher services for nursing home facilities and other providers in need of stretcher services as requested by the health care provider. The Broker shall verify the facility's closing hours during the reservation process to insure that patients shall arrive back to their point of origination before hours of operation and closing.

**C.3.3.3.6 Scheduling, Assignment and Rotation of Transportation Providers**

The Broker shall schedule service for each authorized transportation requests received including the need of an Attendant, the use of an Escort, or other special need of the Recipient. The Broker shall utilize scheduling software (C.3.4.4.3) to develop and maintain a systematic procedure to rotate or assign transportation requests in a fair, equitable, and cost effective manner.

**C.3.3.3.6.1** The Broker shall not assign providers trips where a minor (under 18) is scheduled to be transported without an Escort, parent, foster parent, guardian or caretaker. A parent, foster parent, custodian or Attendant shall accompany all minors. If a trip is requested for a minor without an Escort, the Broker shall deny the request in writing and inform the Recipient of alternative methods of transportation.

**C.3.3.3.7 Denial of Service**

The Broker may deny a request for Transportation Services or immediately discontinue a trip for any Eligible Recipient for the following reasons:

- a. Recipient refusal to cooperate in determining status of Medicaid eligibility;
- b. Recipient refusal to provide the documentation requested to determine need for NET services;
- c. Recipient is found to be ineligible for NET services on the basis of the documented information that cannot be otherwise confirmed;
- d. Recipient exhibits uncooperative behavior, misuses/abuses NET services, or abuses employees of the Broker or provider(s);

- e. Recipient is not ready to board NET transport ten (10) minutes after the scheduled pick up time; or
- f. Recipient fails to request a reservation three (3) days in advance of appointment without good cause. For purposes of this section "good cause" is created by factors such as, but not limited to any of the following:
  - i. Urgent Care
  - ii. Post-surgical or medical follow-up care specified by a health care provider to occur in fewer than three (3) days;
  - iii. Imminent availability of an appointment with a specialist when the next available appointment would require a delay of two (2) weeks or more; or
  - iv. Administrative or technical delays caused by the Broker requiring that an appointment be rescheduled.

**C.3.3.3.7.1** The Broker shall establish an immediate second level of review with a supervisory level employee;

**C.3.3.3.7.2** Send the Recipient a denial, and within 72 hours of the denial a written explanation regarding the Recipient that was denied or terminated from NET services, citing the specific reason for the denial or termination and the Recipient's right to appeal (see notice requirements) as well as Appeal procedures; or

**C.3.3.3.7.3** Consider reinstatement of denied services under certain circumstances consistent with the Code of Federal Regulations (CFR).

**C.3.3.3.8 Complaints and Grievances**

**C.3.3.3.8.1 Complaints**

The Broker shall record and respond to all complaints received related to the NET services including complaints by Recipients or providers, the District, or other individuals or groups that contacts the Broker. The Broker shall record and respond to all complaints received. Resolution of complaints by the Broker is subject to the discretionary review of the COTR. The Broker may be required to implement and submit proof of any corrective policies or procedures as a result of the COTR's review.

- a. A complaint occurs when evidence of professional misconduct, breach of Contract, regulatory or statutory violation, moral turpitude or other acts. Conduct or behavior having an adverse affect on the health, safety, well being or condition of a Recipient or passenger associated with a Recipient while being transported will be considered a complaint.

- b. The Broker shall provide a verbal response to each complaint received within three (3) business days of the Broker's receipt of the complaint. The Broker shall provide a written response to the person filing the complaint within five (5) business days of the Broker's receipt of the complaint. Upon request, the Broker shall provide the COTR with a written record of the complaint and resolution including any corrective action within three (3) working days of receipt of the COTR's request. The Broker shall establish and maintain formal standardized written procedures for handling all complaints, including documentation requirements. The Broker's Complaint Policies and Procedures shall be submitted for the review and approval of the COTR within 10 days of contract award.
- c. The Broker shall remove from public contact or provide a retraining program for service personnel who receive two (2) complaints determined by the Broker to be valid within a ninety (90) day period. The Broker shall remove from public contact any service personnel who receive four (4) complaints determined by the Broker to be valid within a twelve (12) consecutive month's period.
- d. The Broker shall assure that Transportation Provider shall remove from direct contact with Medicaid Recipients or provide a retraining program for Drivers who receive two (2) complaints determined by the Broker to be valid within ninety (90) day periods. The Transportation Provider shall remove from direct contact with Medicaid Recipients any Driver who has received four (4) complaints determined by the Broker to be valid within a consecutive twelve (12) month period.
- e. The Broker shall designate an individual within the Broker's organization to act as liaison with the District and MAA to insure prompt action is taken in regards to complaints received regarding NET services. The Broker shall remove Transportation Providers at the request of the District. The Broker shall investigate complaints received and if deemed necessary by the COTR, remove from public contact or require retraining for any personnel.
- f. The Broker shall compile an appropriate summary report and analyze complaints on file on a monthly basis to determine quality of services to Recipients, particularly noting patterns or trends of the complaints received. The original report shall be sent to the COTR on a monthly basis and will include a description of corrective actions taken to assure service delivery conforms to the requirements of the Contract. The summary report shall be in accordance with the specifications and format approved by the COTR.

**C.3.3.3.8.2 Recipient Complaint Process**

- a. The Broker shall notify Recipients of their right to file a complaint for unsatisfactory services provided by a Transportation Provider. In the event a Recipient wants to file a complaint, the Broker shall provide the following: The proper form if requested in person, or process the Recipients call through call center or Quality Assurance unit established by the Broker. Once all the pertinent information is documented, the Broker shall conduct a thorough investigation of all parties involved.
- b. The Broker has three (3) working days from the date the complaint is filed to complete the investigation and provide the Recipient a written response. The response shall include at a minimum, the specific reason for the service failure, an explanation from the provider the Brokers' corrective action plan with a follow-up date, and the Recipient's appeal rights as to the corrective action. The original response letter shall be mailed or handed to the Recipient and a copy maintained in the Broker's file available for audit if needed.

**C.3.3.3.8.3 Recipient Complaint Appeals Process**

The Broker shall at a minimum perform the following if the Recipient elects to file an appeal to the corrective action the Broker has expressed; he/she has thirty (30) calendar days from the date of the initial complaint to do so.

- a. The Broker shall make available to the Recipient the Notice of Appeals Letter developed by MAA for complaints;
- b. The Broker shall make available the appeals letter and any related documents that are not classified as confidential to the Recipient. The Broker shall provide a written response to the Recipients appeal letter within three (3) working days of the day the request for appeals was received. The notice shall include in details, the specific reason for the initial decision being upheld or any corrective action to be taken based on the appeal. The response to the appeal shall be mailed or handed to the Recipient and a copy maintained in the Broker's file available for audit if needed.
- c. The Recipient will be allowed thirty (30) calendar days from the date of the appeal response to appeal to the Department of Health Medicaid Assistance Administration. Failure to do so within thirty (30) calendar days waives the Recipient's rights to further appeal.

**C.3.3.3.8.4 Recipient Denial Appeal Process**

The Broker shall provide the following in the event a Recipient appeals a Brokers' decision concerning a denial of service:

- a. Provide written notice to the Recipient within three (3) working days of the day the trip was denied, suspended, or terminated. The notice shall include in detail, the specific reason for denial, suspension or termination and an explanation of the Recipients appeal rights. The original notice shall be mailed or handed to the Recipient and a copy maintained in the Broker's file available for audit if needed. The Broker shall use the Notice of Appeals Letter developed by MAA.
- b. Provide the Recipient a minimum of thirty (30) calendar days from the date of the notice to appeal the initial decision. Failure to do so within thirty (30) calendar days waives the Recipient's right to further appeal.
- c. Upon receipt of a timely appeal, the Broker has thirty (30) calendar days to complete the appeals process. In the event the Broker is unable to resolve the issue, the Recipient shall be given written, final notice informing the Recipient that his/her right for further appeal will be forwarded to the Department of Health Office of Fair Hearings. The Broker is required to send an "acknowledgement" notice or letter to the Recipient indicating receipt of the appeal, within two (2) calendar days of receipt.
- d. The Broker is obligated by Contract to defend his decision, if necessary, at the time of any administrative hearing. If the Recipient appeals to the Office of Fair Hearings, the Broker is required to submit to the Office of Fair Hearings all documentation related to the appeal within two (2) working days of the request.

**C.3.3.3.8.5 Grievances**

The Broker shall develop a Grievance process with formal policies and procedures. The Broker shall educate Transportation Providers and Recipients of their right to file a Grievance for unsatisfactory services with either the Broker or the Transportation Provider. The Broker shall establish a Grievance process that adheres to the following requirements:

- a. The Broker shall inform Recipients of their right to file a Grievance with the Office of Fair Hearing at any time during the process.
- b. The Broker shall offer to assist the Recipient with the filing of a complaint to the Office of Fair Hearing

- c. The Broker shall establish a reasonable time frame that allows Recipients ninety (90) days from the date the Broker mails a notice of action to file a complaint, Grievance, or request a Fair Hearing.
- d. After ninety (90) days, Recipients or their designees shall have the right to file a Grievance with "good cause".
- e. The Broker shall in no way penalize any Recipient who files a complaint or Grievance, or requests a Fair Hearing.
- f. The Grievance process shall be available for disputes between the Broker and the Recipient concerning, among other things, denial, reduction, delay, suspension, or termination of services; requests for services that are not acted upon in a timely manner; dissatisfaction with providers; appropriateness of services rendered; availability of services; the inability to obtain culturally and linguistically appropriate care; or verbal disputes with the Transportation Provider. A denial includes any instance in which a request for a transportation service has been made in which a Recipient has been told "no" for all or part of the transportation service.
- g. The Broker shall maintain adequate staff to receive Recipient complaints submitted by phone or in writing and meet by phone or in person with Recipients to answer questions and attempt to resolve complaints. If the complaint cannot be resolved at this level, the staff shall submit complaints to the formal complaints and Grievance process. The Broker shall document all communications, written and verbal, with Recipients and shall maintain written policies and procedures for the receipt and prompt resolution of complaints and Grievances. This system shall comply with the requirements of 42 CFR 434.32. All reports and documentation shall be subject to review by the District as deemed necessary.
- h. The Broker shall reconsider a decision to deny, reduce, terminate, or delay authorization of a requested service or payment denial in response to a Grievance submitted by a Recipient or a provider on behalf of a Recipient. Should the Recipient disagree with the Broker's response to a Grievance, the Recipient or a provider on behalf of the Recipient may appeal the Broker's decision.
- i. Levels of Reconsideration
  1. Immediate Reconsideration (Informal Review) The Broker shall establish a process for immediate reconsideration of the denial, termination, or reduction of services when there is a dispute about whether the Recipient has an urgent or emergency medical condition or there is a delay in the

furnishing of an emergency or urgent service. A representative not involved in the original decision shall perform the review and reconsideration of the matter and a decision shall be issued within one (1) hour. The Broker shall utilize the immediate reconsideration process under the following circumstances:

- i. A Recipient submits a Grievance and taking the time for a standard resolution could seriously jeopardize the Recipient's life or health;
  - ii. A Recipient submits a Grievance while accessing services for urgent or emergency care.
2. Expedited Grievance (First Level Review) The Broker shall establish an expedited Grievance process for making a first level reconsideration determination of a transportation service denial within a seventy-two (72) hour period. The reviewer shall be an appropriate representative who was not involved in the initial coverage determination. Aggrieved individuals shall have the right to submit additional data and meet with the reviewer prior to final determination. The Broker shall ensure that, at a minimum, the expedited Grievance process is utilized for Recipients dissatisfied with the response to a request for Transportation Services.
3. Standard Grievance (First Level Review) The Broker shall establish and maintain a standard Grievance process for first level reconsideration of authorization decisions that resulted in the denial, termination, delay or reduction of a covered item or service. This process may also serve as a first level reconsideration of an unresolved complaint. The Broker shall be responsible for the following activities regarding the Grievance process:
  - i. The Broker shall inform providers and Recipients of procedures for grieving denials or reductions of requested services.
  - ii. The Broker shall inform Recipients of their rights in the Grievance process, including the right to appear in person before the Broker's personnel responsible for resolving the

Grievance, the timing in which the review will be completed, and their rights to Fair Hearings at any point in the process.

- iii. The Broker shall appoint a Grievance Committee to review all standard Grievances. At a minimum, the Grievance Committee shall include a Director or his/her designee, a transportation supervisor, and any other coordinator. Other staff shall participate to substitute for a staff member involved in the matter being grieved, or to provide needed specialty expertise.
  - iv. The Broker shall resolve the Grievance and notify the member or the member's designee in writing of the decision no later than thirty (30) working days from the date the Grievance was received except in cases involving an expedited Grievance. The Broker may extend the thirty (30) day time frame by up to fourteen (14) calendar days if the Recipient or the Recipient's representative requests the extension.
4. Appeals (Second Level Review) The Broker shall establish and maintain an appeals process to review and resolve disputes involving adverse decisions resulting from the standard Grievance process. Brokers shall be responsible for ensuring:
- i. The same resolution and notification timeframes described above for the standard Grievance process are adhered to throughout the appeals process.
  - ii. The appeals committee responsible for the review and reconsideration of the dispute includes a representative who was not involved in any previous decision regarding the dispute.

**C.3.3.3.8.5.1** The Broker shall submit the Grievance Policy and Procedures for the review and approval of the COTR within 10 days of contract award.

**C.3.3.8.5.2 Grievance Process Policy Updates**

The Broker shall update the Grievance Process Policy as needed, at a minimum annually.

**C.3.3.3.8.6 Complaints and Grievances - Requirements for Notice of Action**

The Broker shall notify Recipients in writing and in a timely manner of any intention to deny, limit, reduce, delay or terminate a service or deny payment. This notice shall clearly explain the following:

- a. The action the Broker intends to take and the supporting reasons, laws or rules for the action;
- b. The Recipient's right to file a complaint or Grievance with the Broker and the right to request a Fair Hearing at any time;
- c. The Recipient's right to appear in person in front of the Broker's personnel if the Recipient files a Grievance;
- d. The Recipient's right to have a representative involved in the process;
- e. The assistance that can be provided by the Ombudsman and how to contact the Ombudsman;
- f. The Recipient's right to obtain free copies of the documents, including the Recipient's records, used to make the decision and the necessity criteria referenced in the decision; and
- g. The circumstances under which benefits will continue pending resolution of the Grievance or issuance of a District Fair Hearing decision.

**C.3.3.3.8.7 Written Notification of Receipt**

The Broker shall, within two (2) working days of receipt of the Recipient's Grievance, send to the Recipient or the Recipient's designee a letter of notification of receipt of the complaint or Grievance.

**C.3.3.3.8.8 Continuation of Coverage**

The Broker shall continue to furnish transportation service at the level and in the amount, scope, and duration that item or service was provided to the Recipient prior to notification of the Broker's determination pending resolution of the Grievance or appeal. This provision for continued coverage applies only to Recipients or a Recipient's designee who filed a standard Grievance within ten (10) days of the date on which the Recipient was notified of the Broker's determination to terminate or reduce a service. The Broker shall provide continued coverage until the date that:

- a. The Grievance is resolved; or
- b. The Recipient has not requested a Fair Hearing.

The Broker shall issue an authorization for any services authorized as a result of the Grievance or Fair Hearing process within two (2) working days of a Grievance or notice of a Fair Hearing decision.

#### **C.3.3.3.8.9 Fair Hearings**

The Broker shall notify the Recipient or the Recipient's designee of the right to a Fair Hearing with a District hearing officer, each time notification of an adverse decision on a complaint, Grievance, or appeal is sent to a Recipient or the Recipient's designee.

- a. The Broker shall submit all documents regarding the Plan's action and the Recipient's dispute to the COTR no later than five (5) working days from the date the Broker receives notice from the District that a Fair Hearing request has been filed if a Recipient requests a Fair Hearing.
- b. A Recipient may request a Fair Hearing before, during, or after a Broker's Grievance process. However, a Recipient is allowed no more than ninety (90) days from the date notice of action is mailed to request a hearing.
- c. Pending the decision from the Fair Hearing, the Broker shall continue to furnish transportation service at the level and in the amount, scope, and duration that item or service was provided to the Recipient prior to notification of the Broker's determination.
- d. The Broker shall assist the Recipient with filing of any request for a Fair Hearing and send a copy of the request filed to the Recipient's home address.

#### **C.3.3.3.8.9.1 Grievance and Fair Hearing Resolutions**

If the Broker reverses or modifies an authorized decision through the Grievance resolution process or is notified of the District's Fair Hearing decision to reverse a decision, the service shall be authorized or provided no later than two (2) working days after reversal or notification of reversal from the District. In the case of an expedited Grievance, services must begin within twenty-four (24) hours of the reversal.

#### **C.3.3.3.8.10 Tracking Log**

The Broker shall maintain a log to document all complaints and Grievances to include at a minimum the following:

- a. The log shall document the type and nature of each dispute, the Transportation Provider that is the subject of the complaint, how the matter was addressed and what, if any, corrective action was taken;
- b. The COTR shall conduct an on-site in-depth review when repeated Grievances are filed against a Broker or provider;
- c. The information described in this subsection shall be used for quality improvement and shall be provided to the District's Medical Care Advisory Board (MCAC) on a quarterly basis.

### **C.3.4 NET SUPPORT SERVICES AND SYSTEMS**

#### **C.3.4.1 Central Business Office**

The Broker shall establish a non-residential business office located in the District of Columbia to serve as the Broker's central business office. The Broker's central business office shall maintain operating hours 8:00 a.m. through 6:00 p.m., Eastern Time, Monday through Friday. The Broker shall use the central business office to conduct the general administrative functions of the NET services program that provides the following capabilities or functions for the program:

- a. Accommodate walk-in Recipients, business with MAA and other District agencies;
  1. Distribute Public Transportation tokens and fare cards;
  2. Send and receive facsimiles;
  3. Document reproduction;
  4. Management Information Systems
    - i. Computer Interface Requirements
  5. Telecommunication System
    - i. Automated Call Distribution System
    - ii. Video Conferencing system
    - iii. Telephone line with direct access to Project Director
    - iv. Toll free and local (202) numbers for Recipients to request Transportation Services
    - v. Multilingual telephone line
    - vi. TTY relay service
  6. Call Center Operations

**C.3.4.1.1 Central Business Office Hours of Operation**

The Broker's central business office address shall maintain current licensing with the District's Department of Consumer and Regulatory Affairs (DCRA) including a valid, current Certificate of Occupancy. The address of the central business office shall appear on all documentation, correspondence or other written or printed material regarding the Broker and the NET services.

**C.3.4.1.2 Central Business Office Location Map**

The Broker shall submit to the COTR, within 30 days from Contract award, a map of the NET service area, identifying the location of the Broker's central business office, along with the location of satellite offices, MAA and other District offices, offices, key medical providers, hospitals, and other sites relevant to the Transportation Providers, Recipients, and medical care providers.

**C.3.4.2 Staffing, Organization, and Supervision**

The Broker shall provide adequate staffing with the variety and required skill sets, organization, and supervision to successfully manage and administer the NET services program. The Broker shall, at a minimum provide the following required services:

**C.3.4.2.1 Staffing Plan**

The Broker shall develop and provide a staffing plan that identifies at a minimum the Broker's Key Staff (C.3.4.2.1.1), other staff (C.3.4.2.1.2), and Organizational Chart (C.3.4.2.1.3) for the review and approval of the COTR within 30 days from Contract award. The Broker's Staffing Plan shall address at a minimum the following:

**C.3.4.2.1.1 Key Staff**

The Broker shall provide the following key staff:

- a. **Project Director:** The Project Director shall maintain sufficient authority to manage the allocation of resources to meet all Contract requirements without service interruption to Medicaid Recipients with overall responsibility for the DC-NET Broker functions. The Project Director shall be committed to the Contract for a minimum period of six months following Contract award, on-site within the District full-time during Implementation Phase and the first six (6) months of operation, serve as the District's single point of contact. The Project Director shall have demonstrated leadership experience, project management skills, knowledge of health care, Managed Care, Medicaid, and service to low income populations.

- b. Senior Manager Call Center Operations - The Broker shall designate a senior manager with overall responsibility for performance of the Broker's obligations to enroll Recipients in Medicaid NET Program and oversee the Customer Service Hotline. This individual shall have authority over staff activities, and associated functions related to Recipient services.
- c. Senior Manager Complaints and Grievances - The Broker shall designate a senior manager with overall responsibility for the complaints, Grievance and appeal process. This individual shall have authority over the dedicated complaint telephone line including staff, activities and associated functions related to the complaint, Grievance and appeal process. This individual shall have authority over the dedicated complaint telephone line including staff, activities and associated functions related to the complaint, Grievance and appeal process.
- d. Senior Manager Education and Training Transportation Providers and Recipients - The Broker shall designate a senior manager with overall responsibility to oversee all education/training and Outreach functions delivered by the Broker.
- e. Senior Manager Information System - The Broker shall designate a senior manager with overall responsibility for internal information systems and the linkages to MMIS, EVS and IMA and future data warehouse to support the operations of data system for collection, analysis, and reporting of information.

Senior Managers shall have demonstrated project management skills; fiduciary responsibilities, knowledge of healthcare, Managed Care, and Medicaid; experience with low-income populations; and leadership experience.

#### **C.3.4.2.1.2 Other Staff**

The Broker shall maintain sufficient levels of supervisory and support staff with appropriate training and work experience to perform all Contract requirements on an on-going basis, ensure that its staff responds to the COTR's requests for documents and information and COTR's questions and requests in a timely and efficient manner. The Broker shall maintain at a minimum the following:

- a. Supervisory Staff shall be readily available to the Broker's staff in person or by telephone during all hours of operation.
- b. Support Staff

1. Network Development Staff shall handle the negotiation and enforcement of Contracts with the Transportation Providers and monitor insurance certificates on a daily basis to ensure all insurance policies are current.
2. Readiness Review Staff - The Broker shall provide sufficient staff devoted to the readiness review process.
3. Customer Service Representatives – The Broker shall provide customer service representatives for the call center to receive, schedule, and assign NET services.
4. Complaints and Grievances Staff - The Broker shall maintain the necessary staff and resources needed to expeditiously resolve, complaints and issues identified by the advisory group, surveys and or complaints filed.

The District shall have the right to require reassignment or removal from the Contract of any staff found unacceptable to the District.

#### **C.3.4.2.1.3 Organizational Chart**

The Broker shall develop an organizational chart to be included in the Broker's Staffing Plan (C.3.4.2.1). The Broker's Organizational Chart shall clearly depict the following:

- a. Total Number of Staff by positions;
- b. Reporting lines and supervisory levels of staff;
- c. Position Descriptions to support the organizational chart including minimum qualifications for each position included in the organizational chart and training and education requirements; and
- d. Vacant positions.

#### **C.3.4.2.2 Staff Training and Education Plan**

The Broker shall develop and implement a staff training and education plan to serve as a comprehensive training manual and reference for the Broker's staff. The Staff Training and Education Plan shall be developed and submitted for the review and approval of the COTR within 60 days from Contract award. The Staff Training and Education Plan shall describe at a minimum the following:

**C.3.4.2.2.1 Staff Orientation**

The Broker shall ensure that all staff to provide services receive an orientation to include at a minimum the following prior to providing service.

- a. Overview of NET Program and division of responsibilities between the Broker and Transportation Providers;
- b. Intake Procedures
- c. Eligibility determination and verification
- d. Necessity of Services
- e. Appropriate Mode of Transportation
- f. Scheduling of Transportation Services
- g. Procedures for notifying Recipients when services are denied or terminated by the Broker;
- h. Criteria and procedures for documenting and notifying Recipients when services are denied or terminated by the Transportation Provider;
- i. Vehicle requirements, insurance coverage, licenses, permits, and certifications; and
- j. Drivers and Attendants qualifications, responsibilities, and conduct;
- k. Pick-up and delivery standards;
- l. Covered and non-covered Recipients;
- m. Covered Transportation Services and Non-covered Transportation Services;
- n. Support Services
  1. Telephone and Communication
  2. Computer
  3. NET program Operating Manuals;
    - i. Operational Procedures
    - ii. Transportation Provider Manual
    - iii. Systems Manual
    - iv. User Manual
    - v. Quality Assurance Plans
    - vi. Monitoring and Oversight
    - vii. Complaint and Grievance Policy
    - viii. Accidents, Unusual Incidents, Moving violations and

- Vehicle breakdowns;
- ix. In-climate Weather
- 5. Reporting Requirements
  - i. Client Satisfaction Survey Report
  - ii. Complaint Log
  - iii. Responses
  - iv. Encounter Data Reports
  - v. Accident & Moving Violations Report
  - vi. Transportation Services – Summary Report
  - vii. Recipient No-Show Report
  - viii. Driver Reports
  - ix. Daily Manifests
- 6. Record Maintenance and Retention
  - i. Transportation Provider records
  - ii. Vehicle records
  - iii. Drivers and Attendants records
  - t. Confidentiality of Recipient or patient information;
  - u. Payment and Payment Administration;
  - v. Procedures for obtaining reimbursement for authorized trips;
  - w. Non-compliance with standards;
  - x. Customer Service (C.3.4.2.2.2)
  - y. MRDDA Services (C.3.4.2.2.2)

#### **C.3.4.2.2.2 Customer Service Training Manual**

The Broker shall develop and implement a customer service education and training course for all staff having direct contact with Recipients, Transportation Providers, or health care providers prior to permitting any personnel to have public contact or answer call center lines. The Broker's Customer Service Training Manual shall be developed and submitted for the review and approval of the COTR within 60 days from Contract award. The Broker's Customer Service Training Manual shall include the following;

- a. Sensitivity components dealing with aged and disabled persons;
- b. Multicultural contacts;
- c. Handling hostile callers;

- d. Public contact;
- e. Communicating with hearing or speech impaired individuals through a service such as the District's Relay Center;
- f. Intake process and procedures including eligibility verification, determining the necessity of services, Appropriate Mode of Transportation, and scheduling of services; and
- g. MRDDA Training
  - 1. Most Integrated Settings
  - 2. Behavior Support
  - 3. Quality Assurance
  - 4. Individual Support Plan (ISP)
  - 5. MRDDA policies pertaining to transportation for Medicaid FFS or waiver Recipients.

#### **C.3.4.2.2.3 Continuing Staff Training and Education Plan**

The Broker shall develop and implement continuing staff training and education sessions to be provided to the Broker's staff at a minimum quarterly. The Broker's Continuing Staff Training and Education Plan shall provide the opportunity to update staff on policy changes, procedure changes, and other NET services program updates. The Broker's Continuing Staff Training and Education Plan shall be submitted for the review and approval of the COTR within 90 days from contract award.

#### **C.3.4.2.2.4 Training and Education Plan Presentation and Training Materials**

The Broker shall develop and provide all curriculums, presentation and training materials to be utilized in training and education of the Broker's staff including:

- a. Staff Orientation (C.3.4.2.2.1)
- b. Customer Service Manual (C.3.4.2.2.2.)
- c. Continuing Staff Training and Education Plan (C.3.4.2.2.3)

The Broker shall develop and submit presentation and training materials for the Staff Orientation and Customer Service Manual for the review and approval of the COTR within 60 days from Contract award and within 90 days from Contract award for the Continuing Staff Training and Education Plan.

**C.3.4.2.2.5 Training and Education Evaluation Tool**

The Broker shall develop and administer an evaluation tool for each of the Broker's training and education sessions to assess the overall effectiveness and perception of the Broker's training and provide training and education attendees the opportunity to assess all aspects of the training, providing the Broker with data to consider changes, modification to improve the training and education sessions provided. The Broker shall develop and submit the evaluation tool for the review and approval of the COTR within 60 days from Contract award.

**C.3.4.3 Telecommunication System**

The Broker shall develop and maintain a telecommunications system that consists of a Paging System (C.3.4.3.1), Automated Call Distribution (C.3.4.3.2), Telephone Line Requirements (C.3.4.3.3.), Scheduling Software (C.3.4.3.4) and Videoconferencing (C.3.4.3.5) within 30 days from Contract award. The costs for the Broker's Telecommunication System shall be included in the Capitated Rate. The Broker's Telecommunication System shall include at a minimum of the following:

**C.3.4.3.1 Paging System**

The Broker shall maintain a paging system to allow the District to contact the Broker's key staff after-hours and during District Holidays.

**C.3.4.3.2 Automated Call Distribution System**

The Broker shall maintain an automated call distribution system to support the Broker's Centralized Call Center (C.3.3.3). The automated call distribution system shall be included in the Capitated Rate and shall at a minimum maintain the capacity to provide the following:

- a. Automated Attendant to answer inbound calls to the Centralized Call Center calls 24 hours a day;
- b. Ten (10) menu choices of information;
- c. Voice mail;
- d. Deliver messages or obtain responses from callers;
- e. Transfer calls;
- f. Helpline Hosts a 1-800 (toll- free) telephone number that serves as the main telephone for Recipients 24 hours a day, seven days a week;
- g. Offer callers and Recipients the ability to get a VOICE or TOUCHTONE response to answer questions, take a survey,

connect or transfer live callers to other Broker staff telephone numbers;

- h. Interactive voice response system available 24 hours a day, seven days a week providing access to basic route, schedules, and general information in Spanish and English;
- i. Offer callers that require door-to-door Paratransit services for disabled Recipients touch-tone phone access 24 hours a day, seven days a week, to enter a personal identification number to confirm their scheduled trips;
- j. Offer callers the ability to schedule their trips using touch-tone phone and numeric codes to enter dates, times, origins, and destinations;
- k. The Broker's ACD and management information system systems shall allow or give hospitals or facilities the option to initiate a transportation request through on-line via the internet or with a phone call to the Broker's call center.

**C.3.4.3.2.1** The Broker's Automated Call Distribution (ACD) system shall have an automated reporting system with the capacity to monitor, record, and transfer calls. In addition, the Broker's ACD system shall provide the COTR a monthly report to summarize at a minimum the following:

- a. The number of calls received;
- b. The number of rings or the number of seconds before each call was answered;
- c. The number of calls placed on hold and length of time on hold;
- d. The number of calls abandoned and length of time until each call was abandoned;
- e. The number of calls receiving a busy signal reported by day and time; and
- f. The number of the Broker's call center representatives each hour of the call center operations.

**C.3.4.3.2.2** The Broker shall answer all calls to request services or scheduling within five (5) rings. The Broker shall not allow hold times to exceed an average of two (2) minutes.

**C.3.4.3.2.3** The Broker shall develop and implement corrective action plans to correct high busy signal conditions. The corrective action plan including the expected outcome and improvement in the busy signal condition shall be approved by the COTR.

**C.3.4.3.2.4** The Broker shall provide Medicaid Recipients, persons or Agents acting on behalf of the Recipient, with a full, easy to use system for long-distance

toll free access to schedule trips, verbally submit complaints, to receive general information on NET Transportation Services, and to report or inquire about the pickup status for a trip. Access to the hearing and speech impaired shall be satisfied by the use of equipment and technology provided by the Broker.

**C.3.4.3.2.5** The Broker shall provide an automated call distribution system within thirty (30) days from Contract award.

**C.3.4.3.3 Telephone Line Requirements**

The Broker shall maintain at a minimum the following telephone lines to support the Broker's Call Center Services and the delivery of NET services:

- a. A local telephone number for incoming calls from Recipients, and medical care providers
- b. A toll-free number to serve as a help line for Recipients 24 hours a day, seven days a week;
- c. A toll free telephone number that Recipients may call in the event a Transportation Provider is more than 30 minutes late or does not come at all;
- d. Hearing Impaired TTY capacity to accommodate the hearing impaired through or the District Relay Call Center;
- e. A designated telephone line with multilingual capabilities to address the communication and language needs in the District in accordance with the Language Access Act (C.1.1 Applicable Document #13). The multilingual line is not required to be accessible to Recipients directly but is to be used as a communications interface between the Broker, the translator, and the Recipient. The Broker may satisfy this requirement by using services such as the AT &T or VERIZON language line or by employing multilingual personnel, based on the District's multicultural Recipient population;
- f. An administrative telephone number that shall enable MAA staff to reach the Project Director directly, without going through a switchboard or scheduling staff; and

**C.3.4.3.3.1** The Broker shall ensure the integration of required telephone lines discussed above with the Broker's Automated Call Distribution system discussed in C.3.4.2.2.

**C.3.4.3.4 Scheduling Software**

The Broker shall provide scheduling and trip assignment software to rotate, schedule, and assign transportation requests in a fair, equitable and

cost effective manner among Transportation Service Providers. The Broker's scheduling and trip assignment software shall be included in the Capitated Rate and shall have the following minimum capabilities:

- a. Maintain a database of Transportation Providers with which the Broker has a TPSA, including reimbursement and other information needed to determine trip assignments;
- b. Automatic address validations, distance calculations and trip pricing, if applicable;
- c. Standing order subscription trip and random trip reservation capability;
- d. Ability to determine if Public Transportation or other fixed route services is available to the Recipient;
- e. Ability to determine if federally funded or volunteer transportation is available to the Recipient;
- f. Ability to capture all data elements required by the computerized Recipient worksheet,
- g. Commercially available, or if proprietary a modified commercial product, currently operational in at least one site and available for demonstration to the District and MAA.
- h. Maintenance agreements to ensure the efficient operation of the system in compliance with the contract with equipment and software suppliers for the duration of the Contract. The maintenance agreements shall provide upgrades, enhancements, and bug fixes.

**C.3.4.3.4.1** The Broker's Scheduling software shall be fully operational for the conducting of the Readiness Test (C.3.5.3.1).

**C.3.4.3.5 Videoconferencing System**

The Broker shall purchase and install a video conferencing system in their District business office, during the 90 day-Implementation Phase phase, prior to the start of Operational Phase. The system will be used to conduct weekly status meetings with MAA. The video conferencing system shall be integrated and linked to MAA's video conferencing system. The video conferencing system must be compatible and/or meet the following requirements.

- a. Dual monitor configuration, two 32" inch monitors
- b. Collaboration tools that supports extra cameras, monitors, microphones and other peripheral devices.

- c. Dual Standard 32" S-Video and VGA System - H.323 and DDM (Includes V.35 cable) Includes CODEC with Integrated Videoconferencing
- d. Integrated Windows® PC with 3.5" floppy drive,
- e. PC with CD-ROM drive, CD-Burner, hard drive, LAN card,
- f. Pan-tilt-zoom video camera,
- g. Omni-directional microphone,
- h. NIC with cables; and
- i. all necessary standard videoconferencing software

#### **C.3.4.4 Management Information System**

**C.3.4.4.1** The Broker shall maintain a management information system at the Broker's central business office to support the technological requirements to deliver Transportation Services. The Broker's management information system shall be included in the capitated and shall maintain at a minimum the following capabilities:

- a. Contains the hardware, software, people, communications systems and the infrastructure necessary to interface with the District's MMIS and Electronic Verification Systems (EVS).
- b. HIPAA compliant and meets all HIPAA security requirements.
- c. Comprised of components necessary to create reports, collect, manipulate and disseminate data or information.
- d. Accept and load in a computer database, on a quarterly basis, Medicaid health care provider files for use in identifying the destination health care provider. The Broker shall demonstrate the ability to accept, load, and utilize the provider file during operational readiness testing. MAA will provide the format and specifications of the provider file download.

**C.3.4.4.1** The Broker's MIS system shall be fully operational for the conducting of the Readiness Test (C.3.5.3.1).

#### **C.3.4.4.2 Recipient Confidentiality**

The Broker shall ensure:

- a. All information retrieved, obtained, shared within organization, produced, reproduced, and given to Transportation Providers is in full compliance with all confidentiality and HIPAA privacy policies (H.10). The Broker shall not exchange any information deemed confidential with any organization outside of the scope of services provided by the Broker, MAA, or the District, without prior approval from the COTR.

**C.3.4.4.2.1 Confidentiality of Records**

The Broker shall:

- a. Treat all records as confidential and shall use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited;
- b. Require its staff to sign a confidentiality statement. The Broker shall be liable for any fines, financial penalties, or damages imposed on the District as a result of the Contractor's systems, staff, subcontractors or other Agents causing a breach of confidentiality; and
- c. Require signed confidentiality agreements from each of the Transportation Service Providers in the TPSA.

A breach of confidentiality is a breach of the Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

**C.3.4.4.2.2 Use of Information and Data**

The District agrees to maintain, and to cause its employees, Agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

**C.3.4.4.2.3 System Security and Confidentiality Requirements**

The Contractor shall safeguard and protect data and records from alteration, loss, theft, destruction, or breach of confidentiality.

**C.3.4.4.3 System Interface Requirements and Computer Equipment Requirements**

**C.3.4.4.3.1** The Broker shall maintain in the Broker's central business office sufficient computer hardware and software to support the automated call distribution system, eligibility verification, needs assessment, and trip reservations, as well as meet the monthly reporting requirements established under the Contract. The Broker's system and computer equipment shall be included with the Capitated Rate shall have or maintain the following capabilities:

- a. Adequate licensing agreements for all software required and needed for each computer terminal and workstation;
- b. Compatible with and able to exchange data and perform data extracts from the DC MMIS system to determine and verify eligibility requests and share data, receive and send enrollment rosters for capitation payment, other information, and reports;
- c. Dedicated high-speed internet connection, at a minimum of 768 Kbps symmetrical speeds; and
- d. Back-up all data stored electronically on the Broker's system on a daily basis and stored at an off-site location approved by the District.

**C.3.4.4.3.2** The Broker shall provide the system interface requirements and computer equipment requirements within 20 days of contract award

**C.3.4.4.4 Disaster Recovery Plan**

The Broker shall develop and maintain a disaster recovery plan designed to minimize any disruption to the delivery of Transportation Services caused by a disaster at the Broker's central business office or other facilities. The Broker shall sole maintain adequate backup to ensure continued scheduling and transportation capability. At a minimum, the disaster recovery plan shall include the following components:

- a. Measures taken to minimize the threat of a disaster at the Broker's central business office and other facilities, including physical security and fire detection and prevention;
- b. Provisions for accepting Recipient telephone calls and scheduling Transportation Services in the event of a disaster at the Broker's central business office or the failure of the Broker's telephone and scheduling system;
- c. Procedures utilized to minimize the loss of data or required records in the event of fire, flood or other disaster; and
- d. Off-site storage.

**C.3.4.4.4.1** This disaster recovery plan shall be submitted to the COTR for review and approval 60 days from contract award. The Broker shall incorporate modifications required by the District within ten (10) calendar days of notifications.

**C.3.4.4.4.2 Recovery Plan Updates**

The Broker shall update on an annual basis and submit a complete revised plan to the COTR within fifteen (15) working days following the end of the Contract year. In addition, the Broker shall complete interim updates within ten (10) working days of change in procedures.

**C.3.4.4.5 Internet Website**

The Broker shall develop and maintain an Internet website devoted to the District's NET services program. The development and maintenance of the Broker's internet website shall be included in the Capitated Rate and shall provide at a minimum the following:

**a. Broker Information**

1. Central business office address, phone, and fax number,
2. Directions to the Broker's central business office and office hours;
3. Broker's staff contact name, phone numbers, and e-mail addresses;

**b. Information for Transportation Providers**

1. Frequently asked questions (FAQ);
2. NET Operational policies and procedures;
3. Transportation Provider Manuals;
4. Manuals and policies and procedures updates and revisions;
5. Transportation Provider meeting dates, time, and locations;
6. Sample Reporting Requirements, instructions, and templates as applicable;
7. Transportation Provider education and training plan updates, and other information as requested by the COTR;

**c. Information for Recipients**

1. Help Line 1-800 (toll-free) telephone number to serve as a for Recipients 24 hours a day, seven days a week;
2. Transportation Provider Network, updates at least monthly;
3. Accessing NET Services;
4. How to file a complaint or Grievance;
5. Recipient responsibilities;
6. Recipient conduct;
7. Links to relevant web sites including the Department of Health ([www.dc.gov](http://www.dc.gov)), MAA ([http://doh.dc.gov/doh/cwp/view,a,3,q,573226,dohNav\\_GID](http://doh.dc.gov/doh/cwp/view,a,3,q,573226,dohNav_GID)).

[1807.asp](#) ), and the Centers for Medicaid and Medicare (CMS) (<http://www.cms.hhs.gov/> ).

**C.3.4.4.5.1** The Broker shall ensure that the development of the Broker's internet web site is completed within 60 days from contract award.

**C.3.4.4.5.2** The Broker shall update the internet site as needed to reflect changes and revisions in the NET services program but at a minimum annually. The Broker shall obtain the approval of the COTR prior to placement of information on the Broker's internet site.

**C.3.4.5 Policies and Procedures and Manuals**

The Broker shall develop and provide all operations, provider and training manuals, plans and materials to be used for Recipient, provider and staff training and on-going education. The Broker shall coordinate with the COTR to ensure that the content, developed by the Broker, for each of the NET program's policies and procedures, manuals, and plans is accurate, complete, and current. Broker Program shall be included in all Medicaid Program policy and procedures manuals developed by the Broker.

- a. The Broker shall receive the approval of the COTR prior to the issuance and distribution of forms, informational and educational materials, manuals, training documents and equipment, and any other printed material and equipment used within the Contract.
- b. The Broker shall submit all training materials to the COTR for approval at least sixty (60) calendar days prior to the training session. The Department shall have ten (10) working days to review and request changes, if necessary. If changes are requested, the Broker shall resubmit the training material within ten (10) working days of receipt of the COTR's comments. The Broker shall provide documentation of all formal training activities and individualized corrective action assistance to MAA on a quarterly basis

**C.3.4.5.1 Operations Procedures Manual**

**C.3.4.5.1.1** The Broker shall develop an Operations Procedure Manual detailing procedures to be used in the scheduling and delivery of Transportation Services. The Operations Procedures Manual shall be submitted to the COTR for review and approval 30 from contract award. The Broker shall incorporate modifications required by MAA within ten (10) working days of notification into the manual. The Broker shall obtain approval of the COTR for the Broker's Operations Procedures Manual **prior** to the beginning the Operational Phase of the contract.

**C.3.4.5.1.2** The Broker's Operations Procedure Manual shall be incorporated into all training programs for the Broker's current staff and new hires, the Broker's orientations for transportation service providers and transportation service provider orientations. The manual shall also be provided to all transportation service providers with whom the Broker has entered into a TPSA. The manual shall be utilized in a provider orientation program to be provided by the Broker to Transportation Providers prior to starting service.

**C.3.4.5.1.3 Operations Procedure Manual Updates**

The Broker shall review and update the Operations Procedure Manual whenever changes in the operation of the NET services are made or at a minimum yearly. Updates to the manual shall be approved by the COTR before distribution. The District reserves the right to require modifications to the Operations Procedure Manual throughout the life of the contract. Required updates shall be submitted to the COTR for approval within ten (10) working days of the request. The Operations Procedure Manual developed as part of the contract shall become the property of the District, which reserves the right to share selected text with other Medicaid agencies for the purpose of improving related District government manuals.

**C.3.4.5.2 Transportation Provider Manual**

The Broker shall develop a Transportation Provider Manual that details the policies and procedures to be used by the Transportation Provider in the delivery of NET services. The Transportation Provider Manual shall include relevant policies and procedures consistent with the TPSA and shall at a minimum clearly define the purpose and scope of Transportation Providers' responsibilities and requirements. The Transportation Provider Manual shall require the review and approval of the COTR at least forty (40) calendar days prior to the start of the Operational Phase of the contract.

**C.3.4.5.2.1** The Broker shall ensure that each Transportation Provider under a TPSA is provided an approved Transportation Provider Manual.

**C.3.4.5.2.2 Transportation Provider Manual Updates**

The Broker shall review and update the Transportation Provider Manual whenever changes in the operation of the NET services are made or at a minimum yearly. Updates to the manual shall be approved by the COTR before distribution. The District reserves the right to require modifications to the manual throughout the life of the contract. Required updates shall be submitted to MAA for approval within ten (10) working days of the request. The Transportation Provider Manual developed as part of the contract shall become the property of MAA, which reserves the right to share selected text with other Medicaid agencies for the purpose of improving related District government manuals.

**C.3.4.5.3 Systems Design Manual**

The Broker shall provide the Systems Design Manual to the COTR within 30 days of contract award.

**C.3.4.5.3.1 Systems Design Manual Updates**

The Broker shall review and update the Systems Design Manual whenever changes in the operation of the NET services are made or at a minimum yearly. Updates to the manual shall be approved by the COTR before distribution. The District reserves the right to require modifications to the Systems design Manual throughout the life of the contract. Required updates shall be submitted to MAA for approval within ten (10) working days of the request. The Systems Design Manual developed as part of the contract shall become the property of MAA, which reserves the right to share selected text with other Medicaid agencies for the purpose of improving related District government manuals.

**C.3.4.5.4 User Documentation Manual**

The Broker shall develop a comprehensive document that provides users with details on how to schedule and assign trips using the automated system. This User Documentation Manual shall include detailed instruction on the specific use of the Brokers automated systems used to authorize services, schedule and assign trips. The Broker shall provide the User Documentation Manual to the COTR at least 40 calendar days prior to the start of the Operational Phase of the contract.

**C.3.4.5.4.1 User Documentation Manual Updates**

The Broker shall review and update the User Documentation Manual whenever changes in the operation of the NET services are made or at a minimum yearly. Updates to the manual shall be approved by the COTR before distribution. The District reserves the right to require modifications to the Systems Design Manual throughout the life of the contract. Required updates shall be submitted to MAA for approval within ten (10) working days of the request. The User Documentation Manual developed as part of the contract shall become the property of MAA, which reserves the right to share selected text with other Medicaid agencies for the purpose of improving related District government manuals.

**C.3.4.5.5 Quality Assurance Plan**

The Broker shall develop and maintain an ongoing quality assurance plan to support the provision of high-quality Transportation Services to the Medicaid Recipient community. At a minimum, the quality assurance plan shall include the following elements:

- a. Key indicators of quality related to scheduling and delivery of Transportation Services;
- b. A description of how the Broker plans to monitor these key indicators;
- c. A description of how the Broker shall develop, implement, and evaluate corrective actions or modifications to overall operations as necessary to address quality concerns;
- d. A description of how the Broker shall monitor the quality of the Transportation Providers;
- e. A description of the staffing resources responsible for the quality assurance plan and quality assurance activities;
- f. Samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them; and
- g. Conduct oversight and provide assurance that Transportation Providers meet health and safety standards for vehicle maintenance, operation, and inspection; Driver qualifications and defensive Driver training; Recipient problem/complaint resolution; and the delivery of courteous, safe, and timely Transportation Services.

**C.3.4.5.5.1** The Quality Assurance plan shall be submitted to the COTR for review and approval at least thirty (30) working days prior to the start of Operational Phase of the contract. The Broker within ten (10) working days of notification shall incorporate modifications that are required by MAA. The Broker shall not begin operations without an approved Quality Assurance Plan.

**C.3.4.5.5.2 Quality Assurance Plan Updates**

The Broker shall review and update the Quality Assurance plan whenever changes in the operation of the NET services are made or at a minimum yearly. Updates to the plan shall be approved by the COTR before distribution. The District reserves the right to require modifications to the Quality Assurance Plan throughout the life of the contract. Required updates shall be submitted to MAA for approval within thirty (30) working days prior to implementation of the update. The Quality Assurance Plan developed as part of the contract shall become the property of MAA, which reserves the right to share selected text with other Medicaid agencies for the purpose of improving related District government manuals.

**C.3.4.6 NET Services Advisory Committee**

**C.3.4.6.1** The Broker shall establish a NET Services Advisory Committee. The NET Services Advisory Committee shall meet each quarter of the calendar year at

the Broker's central business office. The Broker shall schedule the NET Services Advisory Committee meetings, document and record attendance at each meeting, and develop meeting minutes to describe the events of the meeting and any follow-up activities resulting from the meeting. The meeting minutes shall be submitted to the COTR for approval within five (5) business days of the meeting for approval. The Broker shall distribute the approved meeting minutes to all meeting attendees and NET Services Advisory Committee members not in attendance within five (5) business days from receipt of approval from the COTR. In addition, the Broker shall ensure transportation and parking validation is provided for MAA Staff and Advisory Committee members.

**C.3.4.6.2**

The Broker shall establish an Advisory Committee in the District. The Committee shall consist of representatives from a nursing home, dialysis center, hospital, Transportation Provider(s), Recipient(s), the Brokers account manager and a quality assurance representative, at a minimum. The committee's purpose shall be to discuss and provide consultations on service delivery and provide support to the Broker. Their functions shall consist of, but are not limited too:

- a. Assist in monitoring and evaluating the Transportation Providers pursuant to the Contract.
- b. Advise the Broker and MAA on priorities for policy and program improvements.
- c. Identify service issues.
- d. Review and Track complaints.

**C.3.4.7****MAA Medical Care Advisory Board**

The Broker shall assure representation and participation at the MAA Medical Care Advisory Committee (MCAC) monthly meeting. This committee's purpose and function is to provide input to the Broker and discuss policy changes as needed in relation to the NET services and Broker responsibilities.

**C.3.4.8****Reporting****C.3.4.8.1****Implementation Phase Reports**

The Broker shall provide the following reports to the COTR in accordance with Section F.4.1, Implementation Phase Deliverables:

- a. Status Meetings – Implementation Phase Broker Progress Updates and Meeting Minutes (C.3.4.10.1.1)
- b. Implementation Plan - Preliminary Transportation Services Summary Report (C.3.5.1.1)

- c. Implementation Plan – Final Transportation Services Summary Report (C.3.5.1.1.2)
- d. Transportation Provider Selection Process (C.3.2.1.2)
- e. Transportation Provider Service Agreement Template (C.3.2.2.3)
- f. Public Transportation Policy (C.3.2.4.2)
- g. Transportation Provider Training and Education Plan (C.3.2.5.1)
- h. Transportation Provider Orientation (C.3.2.5.1.1)
- i. Transportation Provider Comprehensive Training and Education Sessions (C.3.2.5.1.2)
- j. Transportation Provider Driver and Attendant Training (C.3.2.5.1.3)
- k. Transportation Provider MRDDA Training (C.3.2.5.1.4)
- l. Transportation Provider Training and Education Presentation Materials (C.3.2.5.1.7)
- m. Transportation Provider Training and Education Evaluation (C.3.2.5.1.7)
- n. Transportation Provider Expiring Insurance Policy Report (C.3.2.5.2)
- o. Recipient Initial Notification of NET Services (C.3.3.1.1)
- p. Newly Eligible Recipient Notification of NET Services (C.3.3.1.2)
- q. Other Notices to Recipients (C.3.3.1.3)
- r. Recipient Training and Education Plan (C.3.3.2)
- s. Recipient Training and Education Presentation Materials (C.3.3.2.1)
- t. Transportation Request/Intake Form (C.3.3.3.1.1)
- u. Gate-keeping Procedures and Protocol (C.3.3.3.2.1)
- v. Staffing Plan (C.3.4.2.1)
- w. Staff Training and Education Plan (C.3.4.2.2)
- x. Staff Training and Education Orientation (C.3.4.2.2.1)
- y. Staff Training and Education Customer Service (C.3.4.2.2.2)
- z. Staff Training and Education On-going (C.3.4.2.2.3)
- aa. Staff Training and Education Presentation Materials (C.3.4.2.2.4)
- bb. Staff Training and Education Evaluation (C.3.4.2.2.5)

- cc. Operations Procedures Manual (C.3.4.5.1)
- dd. Operations Procedures Manual Updates (C.3.4.5.1.3)
- ee. Transportation Provider Manual (C.3.4.5.2)
- ff. Transportation Provider Manual Updates (C.3.4.5.2.2)
- gg. Systems Design Manual (C.3.4.5.3)
- hh. User Documentation Manual (C.3.4.5.4)
- ii. Quality Assurance Plan (C.3.4.5.5)
- jj. Audit Plan (C.3.4.8.4)

#### **C.3.4.8.2** Operational phase Reports

The Broker shall provide the following reports to the COTR in accordance with Section F.4.2, Operational Phase Deliverables:

- a. Written Verification of Eligibility Requests (C.3.3.3.4.1)
- b. Denial of Services Report (C.3.3.3.7.1)
- c. Grievance Process Policy Updates (C.3.3.3.8.5.2)
- d. Complaint and Grievances Notice of Action (C.3.3.3.8.6)
- e. Complaint and Grievances Written Notice Receipt (C.3.3.3.8.7)
- f. Grievance Tracking Log (C.3.3.3.8.10)
- g. Operations Procedures Manual Updates (C.3.4.5.1.3)
- h. Transportation Provider Manual Updates (C.3.4.5.2.2)
- i. Systems Design Manual Updates (C.3.4.5.3.1)
- j. User Documentation Manual Updates (C.3.4.5.4.1)
- k. Quality Assurance Plan Updates (C.3.4.5.2)
- l. Encounter Data (C.3.4.8.5)
- m. Transportation Provider and Driver Reports (C.3.4.8.6)
- n. Transportation Provider and Driver Reports Updates (C.3.4.8.6.1)
- o. Vehicle Reports (C.3.4.8.7)
- p. Vehicle Reports Updates (C.3.4.8.7.1)
- q. Monthly Transportation Services Summary Report (C.3.4.8.8.1)
- r. Annual Transportation Services Summary Report (C.3.4.8.8.2)
- s. Ad Hoc Reports (C.3.4.8.8.3)

- t. MRDDA Services Report Transportation Services Summary Report (C.3.4.8.9)
- u. Accident and Moving Violations Report Transportation Services Summary Report (C.3.4.8.10)
- v. Incident Report Transportation Services Summary Report (C.3.4.8.11)
- w. Telecommunication Report Transportation Services Summary Report (C.3.4.8.12)
- x. Annual Financial Report Transportation Services Summary Report (C.3.4.8.13)
- y. Vendor – Invoice Report Transportation Services Summary Report (C.3.4.8.14)
- z. Recipient No-Show Report Transportation Services Summary Report (C.3.4.8.15)
- aa. Provider No-Show Report Transportation Services Summary Report (C.3.4.8.16)
- bb. Turnover Plan Report (C.3.4.11.1)
- cc. Turnover of Policies, Procedures and Manuals (C.3.4.11.2)
- dd. Turnover Training Material (C.3.4.11.3)
- ee. Turnover Plan Report Annual Updates (C.3.4.11.4)

#### **C.3.4.8.3 Transportation Provider Daily Reports**

The Broker shall ensure the following reports are maintained daily by each Transportation Provider:

- a. Daily Manifests
- b. Driver Daily Log Reports
- c. Complaint Log, Responses and Resolution
- d. Encounter Data Reports
- e. Accident & Moving Violations Report
- f. Transportation Services – Summary Report
- g. Recipient No-Show Report
- h. Client Satisfaction Survey Report
- i. Provider No Show Report

#### **C.3.4.8.4 Audit Plan**

The Broker shall develop an audit compliance plan and submit the plan to for the District's review and approval prior to providing services. The plan shall

ensure that Transportation Providers maintain proper and current licenses, permits, certifications and insurance coverage as required by the District Government and the Washington Metropolitan Area Transit Commission (WMATC).

#### **C.3.4.8.5 Encounter Data Reports**

The Broker shall ensure that all contracted Medicaid Transportation Providers submit Encounter Data to the Broker in an electronic format using HIPAA compliant transactions, such as the HIPAA X12 837 transaction. The Broker shall be held accountable for obtaining Encounter Data from all of its contracted providers. For rate development purposes and in order for the Broker to receive capitation payments from MAA, the Broker shall collect Encounter Data from every contracted Network Transportation Provider in the HIPAA standard format (X12 837COB). The Broker shall submit properly completed Encounter Data to MAA on quarterly basis. The Broker is responsible for the submission of Encounter Data to the COTR on a quarterly basis. The Broker shall submit all Encounter Data reports within thirty (30) calendar days following the last day of the quarter of service in the standard format of the HIPAA X12 837 COB transaction. Sanctions may be imposed against the Broker for non-compliance of the Encounter Data requirement.

#### **C.3.4.8.6 Transportation Provider and Driver Reports**

The Broker shall develop and submit to the COTR on paper and CD-ROM and/or diskette using software applications Microsoft Word or Excel, a listing of Transportation Providers and the Drivers and Attendants for each Transportation Provider prior to service delivery. The roster shall indicate, at a minimum, the Driver's name, District, Virginia or Maryland driver's license number, and social security number. The report shall also show the total number of Drivers in service.

**C.3.4.8.6.1** The Broker shall provide updates to the listing of Transportation Providers and the Drivers and Attendants to reflect additions and deletions in Transportation Providers and personnel each month in accordance with F.4.

#### **C.3.4.8.7 Vehicle Reports**

The Broker shall develop and provide to the COTR a listing of all vehicles placed in service for the performance of the NET program in the District under the Contract before the start of the Operational Phase of the contract. The list shall include for each vehicle:

- a. Name of Transportation Provider

- b. Manufacturer and model of vehicle;
- c. Model year;
- d. Vehicle Identification Number,
- e. Type of vehicle (minibus, wheelchair van or NET stretcher van);  
and
- f. Vehicle registration number assigned by DMV.

**C.3.4.8.7.1** The Broker shall provide updates to the listing of vehicles to reflect additions and deletions in Transportation Providers and personnel each month in accordance with F.4.

**C.3.4.8.8 Transportation Services Summary Report**

**C.3.4.8.8.1 Monthly Transportation Services Summary Report**

The Broker shall develop and provide a monthly Transportation Services summary report. The Broker shall include at a minimum the following information in the Transportation Services summary report:

- a. Number of trips;
- b. Number of unduplicated Recipients, and the total number of miles, sorted by mode of transportation service provided; and
- c. Number of requests denied, sorted by the level of transportation, the type of service and the reason for denial.

**C.3.4.8.8.1.1** The monthly Transportation Services summary report shall balance to the detail vendor invoice reporting information described in C.3.4.8.14. The Broker shall correct the monthly Transportation Services summary report within five (5) days of notification of errors by the COTR.

**C.3.4.8.8.2 Annual Transportation Services Summary Report**

The Broker shall develop and provide an annual Transportation Services summary report for the District showing the number of trips, number unduplicated Recipients, and the total number of miles, broken out by mode of transportation service provided for the fiscal year, October 1 through September 30. This report is due by October 30 each year following the end of the District fiscal year.

**C.3.4.8.8.3 Ad Hoc Reports**

The Broker shall provide the COTR ad hoc reports as requested regarding the Transportation Services and information to be specified by MAA. The Broker shall provide ad hoc reports within 48 hours of the request.

**C.3.4.8.9 MRDDA Transportation Services Reports**

The Broker shall develop and maintain an automated system that tracks and generates special reports regarding Recipients in the Mental Retardation and Developmental Disabilities Administration (MRDDA) program. The Broker shall submit the MRDDA Reports to MAA quarterly to ensure the District can complete the required CMS cost and encounter reports that are submitted to CMS on a quarterly basis for the District's MRDDA waiver program. The MRDDA Transportation Services reports shall document Encounter Data as described in C.3.4.8.5.

**C.3.4.8.10 Accidents and Moving Violations Reports**

The Broker shall notify MAA of the following:

- a. Any accident that involves a Driver, Attendant, Escort, or passenger injury or fatality while delivering services under the Contract. The Broker shall file a written accident report with MAA within two (2) working days of the accident and shall cooperate with MAA during any ensuing investigation by the District and or its Agent. The Broker shall include a police report as supporting documentation.
- b. Any and all moving violations that occur while delivering services under the Contract. The Broker shall ensure that the Transportation Provider file an accident report with the police and insurance company within forty-eight (48) hours after the incident. The Broker shall provide a copy of the police report to MAA within ten (10) working days of the moving violation.

**C.3.4.8.10.1** The Broker shall maintain copies of each accident report in its files and the Transportation Provider's files, the vehicle and Driver involved in the accident. Police reports associated with moving violations shall be maintained in the file of the responsible Driver and Transportation Provider.

**C.3.4.8.11 Incident Reports**

- a. The Broker shall develop a formal incident report form and train Transportation Providers on the use of the form. The format of the incident report shall be submitted to the COTR for approval.
- b. The Broker shall document any patient incidents reported by the Transportation Provider.
- c. The Transportation Provider shall document and report any patient incidents to the Broker within 24 hours of the incident.

- d. The Transportation Provider is responsible for notifying the Broker of the incident.
- e. The Broker shall notify the COTR of the incident, via of a formal Incident Report, within 48 hours of the incident.
- f. The Broker shall review all documentation regarding the incident and conduct an investigation of the incident, and take appropriate action.
- g. The incident report form shall be sent to MAA via courier.
- h. If a patient has been injured, the Transportation Provider is required to report the incident to the Broker immediately.
- i. If a patient has been injured, the Broker is required to report the incident to MAA immediately.
- j. The Broker shall provide a summary report of all incidents to the COTR on a monthly basis. This is separate form and in addition to individual incident reports.
- k. Serious incidents include all incidents in which a patient sustains an injury or the risk there of this is synonymous with what the Joint Commission on Accreditation of Healthcare Organization call "Sentinel Events". Serious events include:
  1. An incident that has resulted in an unanticipated death or major permanent loss of function, not related to the natural course of the patient's illness.
  2. The event shall be reported even if the outcome was not death or major permanent loss of function.

#### **C.3.4.8.12 Telecommunications System Reports**

On a monthly basis, the Broker shall provide reports produced by the Automated Call Distribution (ACD) telephone system used in receiving and scheduling appointment to MAA or its Agent. The following information shall be included in this report:

- a. Number of calls received;
- b. Type of inquiries or calls received
- c. Number of calls placed on hold;
- d. Average hold time for calls placed on hold;
- e. Number of abandoned calls;
- f. Abandon calls as a percent of total calls received
- g. Average hold time prior to abandonment;
- h. Average talk time;
- i. Average number of rings for initial answer;

- j. Number of customer services/call center request;
- k. Number of position vacancies for CSR/call center representatives; and
- l. Number of telephone operators by time of day/day of week.

**C.3.4.8.13 Annual Financial Reports**

The Broker shall submit an annual certified financial audit/report through the close of each District fiscal year, calendar year or tax-reporting year within six (6) months of this close of the year just ended as described in C.3.2.3.12.

**C.3.4.8.14 Vendor/Invoice Report**

The Broker shall develop and submit to the COTR a monthly vendor invoice that identifies all transportation service providers reimbursed for services by the Broker within 30, 45, and 60 day period. The monthly vendor report shall provide the following:

- a. Date of the invoice submission;
- b. Payment method; and
- c. Date of payment.

**C.3.8.14.1** The Broker shall maintain monthly billing files per provider to justify the number of transports and for audit purposes. The Vendor/Invoice Report shall provide pertinent data to successfully perform a cross reference to actual and specific clients transported by each transportation service provider.

**C.3.4.8.15 Recipient No-show Report**

The Broker shall generate a Recipient no-show report and submit it to MAA on a monthly basis. The report at a minimum shall contain the following:

- a. The total number of Recipient no-shows for the period
- b. The total number of no-shows per provider
- c. The Recipient name
- d. The no-show date
- e. The scheduled pick-up time, and scheduled appointment time.

The Broker shall submit the Recipient No-Show Report for the review and approval of the COTR monthly.

**C.3.4.8.16 Provider No-show Report**

The Broker shall generate a Transportation Provider no-show report and submit it to MAA on a monthly basis. The report at a minimum shall contain the following:

- a. The total number of Transportation Provider no-shows for the period
- b. The Transportation Providers name
- c. Recipient names
- d. The no-show date
- e. The scheduled pick-up time, and scheduled appointment time

The Broker shall submit the provider no-show report in accordance with F.4.

**C.3.4.9**

**Record Retention**

The Broker shall maintain records that are necessary to fully disclose the extent of services provided and to furnish MAA with information regarding District services as requested. Such required records include completed vehicle manifests and Encounter Data reports from the Transportation Providers that delivered the service.

**C.3.4.9.1**

**Transportation Provider Records**

The Broker shall ensure that the Transportation Provider completes the manifest reports daily. Vehicle manifest reports shall be completed by each vehicle Driver daily and shall contain the following information.

- a. Transportation Provider name
- b. Driver and Attendant name
- c. Vehicle number
- d. Vehicle operator name
- e. Recipient name; if any, Escort or companion's name
- f. Recipient Medicaid number
- g. Time of medical appointment (if applicable)
- h. Pick up point;
- i. Destination
- j. Scheduled pick up time;
- k. Actual arrival time at pick-up point;
- l. Odometer reading at point of pick-up;
- m. Odometer reading at point of drop-off;

- n. Name of Escort and relationship to Recipient;
- o. Date of service; and
- p. Name of Broker-provided Attendant (if applicable)
- q. Attendant and/or companion name

The Broker shall make all records related to the services provided under the Contract available for such reviews by MAA. MAA will monitor the Broker's performance under the Contract by telephone contact, face-to-face contact, record reviews, customer service satisfaction surveys and any other means deemed necessary. MAA reserves the right to audit the Broker's records to validate service delivery reports and other information.

#### **C.3.4.10 Meetings**

##### **C.3.4.10.1 Status Meetings - Implementation Phase**

**C.3.4.10.1.1** The Broker shall meet with MAA at a minimum weekly during the Implementation Phase (C.3.5) of the Contract to inform the District of the Broker's progress to provide a seamless transition to the Broker's assumption of the day to day operations of the NET services. The Broker shall develop and submit a written status report to the COTR one (1) business day prior to the meeting. The Broker shall also record and distribute the minutes of each status meeting to each status meeting attendee.

**C.3.4.10.1.2** The Broker shall meet with all District agencies that provide or coordinate Medicaid services for Recipients, forty-five (45) days prior to the Broker's assumption of the daily operations of the NET services.

##### **C.3.4.10.2 Status Meetings – Operational Phase**

The Broker shall meet with MAA in person or by video conference at a minimum monthly during the Operational Phase of the contract to discuss the NET program implementation and on-going during the Operational Phase of the contract.

##### **C.3.4.10.3 Transportation Provider Meetings**

The Broker, at a minimum, shall meet with all Transportation Providers on a quarterly basis at an established location in the District to give Transportation Providers an opportunity to discuss current operational issues, receive updated information from the Broker, and submit any reports or documents needed.

##### **C.3.4.11 Contract Transition/Turnover**

The Broker shall provide assistance in turning over the Broker's functions to the District prior to the conclusion or non-renewal of the Contract, or in the event of a termination for any reason, as specified below.

#### **C.3.4.11.1 Turnover Plan**

The Broker shall develop and provide a turnover plan within six (6) months from the date of award and updated annually thereafter at the anniversary date of the Contract. See Section I.12. The Broker's turnover plan shall include at a minimum the following:

- a. Proposed approach to turnover, in paragraph form, along with a work plan, including the tasks and sub-task time line schedule for the turnover;
- b. An estimate of the number of Full-Time Equivalent (FTE's) and type personnel needed to operate all functions of the turnover plan. The alignment shall be separated by service area and by type of activity of the personnel;
- c. A flow chart of all facilities and resources currently required to continue Broker functions, including, but not limited to:
  - Data processing equipment
  - Reservation/scheduling software
  - System and special software (database management system and telecommunications)
  - Other equipment, ACD telephone, computer equipment
  - Office space
- d. Transport and service provider Network;
- e. A documented agreement indicating that the Broker will allow the District to utilize the Broker's software until a new Broker can be selected and transitioned to deliver NET services.
- f. The Turnover Plan should include a production plan and all documented procedures, manuals, files, diskettes and CD-ROMs;
- g. The outline of resource requirements shall be based on the Broker's experience in the operation of the Broker functions and shall include actual Broker resources devoted to the operation of all tasks required by the Contract;
- h. The broker shall submit the turnover plan to MAA turnover for approval on an established date or within thirty (30) calendar days of a special MAA request. After those dates, ten percent (10%) of the payments to the Broker shall be withheld until the turnover plan is received and approved by the COTR;

- i. Upon the termination of this agreement the Broker shall take all steps necessary to facilitate the assignment of all software transferred to the District;
- j. The Broker shall provide to the COTR a turnover date to be determined by the District all current, updated and accurate reference files, and all other records as required by the District to perform the duties of;
- k. Ongoing Contract negotiations with Transportation Providers;
- l. Payment administration;
- m. Gate-keeping and Prior Authorization;
- n. Reservation and trip assignments;
- o. Quality assurance, and
- p. Administrative oversight and management reporting.

**C.3.4.11.2 Turnover – Training Manuals, Operational Policies and Procedures, Brochures, Pamphlets and other Contract Related Documents**

The Broker shall submit to the COTR any inventory of training manuals, operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of the Contract in hard copy and electronic media in accordance with F.4.2.

**C.3.4.11.3 Turnover – MAA Staff Training**

Upon request by the COTR, the Broker shall conduct training for the staff of MAA or its designated Agent in the required Broker's operation. Such training shall be completed at least one month prior to the end of the Contract or upon a date specified by the COTR in accordance with F.4.2.

**C.3.4.11.4 Turnover Plan Updates**

The Broker shall submit to the COTR Turnover Plan Updates as applicable and annually at the anniversary date of the contract in accordance with F.4.2

**C.3.5 IMPLEMENTATION PHASE**

**C.3.5.1 IMPLEMENTATION PLAN**

The Broker shall develop and submit an Implementation Plan during the Implementation Phase phase. The Broker's Implementation Plan shall include all tasks required in order to begin operations successfully, clearly define the person responsible for the task, the purpose, the location or department of the activity, when the task is to be accomplished, and the

definition or description of complete for at a minimum each of the following tasks:

- a. Acquisition of office space, furniture, and telecommunications and computer equipment shall be maintained and located in the District.
- b. Hiring and training of central office service and call center staff and Drivers;
- c. Recruitment of Transportation Providers and methodology to be utilized to establish a Network of Transportation Providers;
- d. Completion of all TPSA;
- e. Verification that Transportation Provider vehicles meet MAA standards as defined in the Contract;
- f. Verification that Drivers meet MAA standards.
- g. User acceptance testing (UAT) and operational readiness testing of the day to day daily requirements to provide NET services to see that they are all functioning adequately;
- h. Staff training plan and installation calendar for trip scheduling and reservations systems;
- i. Provider education and staff training as well as Recipient education.
- j. Development of required deliverables, including reports, operational procedures manual, facilities manual, data submission procedures, quality assurance plan, project plan (Microsoft Project) and disaster recovery plan.
- k. Systems design and user documentation
- l. Claims processing requirements and documentation
- m. Computer operations documentation
- n. User documentation
- o. Organizational structure documentation
- p. The Broker shall ensure all NET providers selected maintain an active valid license, registration and WMATC certificate throughout the term of the service agreement with the Broker. Proof shall be submitted to broker prior to starting service.

The Broker shall utilize the software program Microsoft Project to develop and monitor the Implementation Plan. The Implementation Plan shall be submitted for the review and approval of the COTR as described below in C.3.5.1.1 and C.3.5.1.2 and shall be incorporated into any resulting contract.

**C.3.5.1.1 Implementation Plan - Preliminary**

The Broker shall submit the preliminary Implementation Plan for the review and approval of the COTR within ten (10) days from Contract award.

**C.3.5.1.2 Implementation Plan - Final**

The Broker shall develop and submit the Broker's Implementation Plan for the review and approval of the COTR within twenty (20) days of Contract award.

**C.3.5.1.3** The Broker shall submit, no later than 15 days after the award of the Contract, a detailed implementation plan, project plan in Microsoft Project that demonstrates the Broker's proposed milestones schedule to implement the NET program within 90 calendar days. This plan shall include a pre-testing of the program with providers as well as external education and training programs. MAA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Broker to perform the services and the Broker shall furnish to MAA all such information and data for this purpose as may be requested. MAA reserves the right to inspect the Broker's physical facilities, including any located outside of Washington DC, prior to award to satisfy questions regarding the Broker's.

**C.3.5.2 IMPLEMENTATION PHASE PERIOD**

**C.3.5.2.1** The Broker shall not be compensated by MAA for any expenses incurred during the Implementation Phase Period of 90 days after Contract award.

**C.3.5.2.2** The Broker shall provide proof of the following prior to the Broker prior start of the program or delivery of services. The Broker shall make this information available to MAA prior to the start of service during the Implementation Phase. The Broker shall ensure the information is current and valid throughout the term of the service agreement between the Transportation Provider and the Broker,

**C.3.5.2.3** The Broker shall submit a test file of the Internet site for the review and approval of the COTR for review and approval thirty (30) days from contract award. Thereafter, the Broker shall collect and submit to MAA files on a monthly basis via electronic media the information defined in

**C.3.5.2.4** The Broker shall ensure the Internet site has been developed and populated with the required information and available to the public prior 60 days from contract award.

**C.3.5.3 READINESS TESTING****C.3.5.3.1 Operational Readiness Testing**

Approximately five (5) weeks before the Operational Phase, the Broker shall complete and pass the operational readiness testing. Representatives from the District and its Agent will go to the Broker's facility and test or determine whether all systems are operational and ready for full-time service. During this test, the Broker shall ensure that:

- a. Transportation Provider Network
  1. TPSA
  2. Vehicles
  3. Drivers
  4. Attendants
- b. Transportation Provider Training and Education Plan
- c. Recipient Notifications;
- d. Recipient Training and Education Plan;
- e. Centralized Call Center
- f. Central Business Office;
- g. Staff
- h. Staff Training and Education Plan
- i. Record Keeping Processes and Procedures;
- j. NET Services Monitoring and Oversight Documents;
  1. Vehicle
  2. Drivers
- k. Telecommunications System
  1. Paging System
  2. Automated Call Distribution System;
  3. Telephone Line Requirements;
  4. Scheduling Software
  5. Videoconferencing System
- l. Management Information System
  1. High-speed internet connect to interfaces with MMIS;
- m. Implementation Phase Documentation and Deliverables
- n. All documentation and Deliverables required during the

Implementation Phase of the Contract are available for review and approval.

- o. After-hour coverage arrangements
- p. Gate-keeping procedures
- q. Recipient appeal/denial process
- r. Quality assurance
- s. TPSA signed
- t. Vehicle inspection reports
- u. Required data submission procedure
- v. Reporting procedures are in place
- w. Any other items or functions as deemed necessary by MAA

**C.3.5.3.2** The Broker shall have an opportunity to make corrections and shall be required to submit a corrective action plan to MAA. The Broker is required to submit proof that corrections were made once all concerns have been resolved.

**C.3.5.3.3** The Broker shall not begin the Operational Phase until the operational readiness and User Acceptance Testing (UAT) is 100% complete and the Broker is fully capable and ready to provide service. The Broker shall ensure that all systems and subsystems shall be in place and operational prior to the start date.

**SECTION D**  
**PACKAGING AND SHIPPING**

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007 (Attachment J.2).

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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.2).
- E.2** **RIGHT TO ENTER PREMISES**
- E.2.1** MAA or any authorized representative of the District will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under this Contract are performed to inspect, monitor, or otherwise evaluate (including user acceptance testing, readiness testing, system testing) the work being performed.. The Contractor and Transportation Providers shall provide reasonable access to all facilities and vehicles. All site visits and inspections will be performed in such a manner as will not unduly delay services.
- E.3** **READINESS ASSESSMENT**
- E.3.1** The COTR will conduct a readiness assessment of the new Contractor to ensure that the Contractor has all processes in place to meet the scope of work outlined in the Contract. The Contractor shall demonstrate evidence of readiness relative to each requirement and function in the scope of work prior to undertaking any of the services or functions of the Contract. Readiness assessments will begin immediately after the Contract is executed but not to exceed 90 days from the date of award and prior to the start of services.
- E.3.2** The readiness assessment will include site visits and review of documentation and Deliverables that are required pursuant to Section C.3.
- E.4** **CORRECTIVE ACTION PLAN**
- If the COTR determines that the Contractor has not met the criteria for readiness, the Contractor will be notified and required to develop a corrective action plan acceptable to the COTR. Following the implementation of the corrective action plan, the COTR has the right to conduct a site visit to the Contractor's office to verify implementation of the corrective actions. The COTR will approve the Contractor to begin providing the services specified in Sections C.3, once the COTR verifies that the corrective action plan has been implemented satisfactorily.

**E.5 PERFORMANCE MONITORING**

- E.5.1** The District reserves the right to conduct a review of Brokers records or to conduct an on-site review at any time to ensure compliance with these requirements.
- E.5.2** The District reserves the right to intervene if Recipient problems and or issues persist and are not satisfied by the Broker. MAA also reserves the right to assess sanctions, found in Section G of the Contract, to the Broker for non-compliance of standards.
- E.5.3** The District reserves the right to authorize any of its staff members or Agents to ride on scheduled and unscheduled trips to monitor service. The Broker and Transportation Provider's vehicle shall be made available to MAA or its Agent(s) for inspection at any time.
- E.5.4** The District staff will review reports of complaints from Recipients, providers, or any individual or group who contact the Medicaid Assistance Administration or Broker regarding District complaints involving the delivery of services under the Contract.
- E.5.5** The District will receive service complaints via telephone from Recipients and health care providers. The Broker's account manager, project manager or designee shall be available to respond to MAA concerning these complaints within a thirty (30) minute response time.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the Contract shall be for a base period of one (1) year from date of award specified on the cover page of the Contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

**F.2.2** If the District exercises this option, the extended Contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Contract.

**F.2.4** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five years.

**F.3 COMPREHENSIVE REPORTING REQUIREMENTS**

**F.3.1** The Contractor shall submit the Deliverables described below in F.4 to the COTR according to the following timelines, unless otherwise specified in this Contract:

**F.3.1.1** Annual reports shall be submitted within ninety (90) days prior to the (12<sup>th</sup>) twelfth month after the effective date of the Contract;

**F.3.1.2** Bi-annual reports shall be submitted thirty (30) days following each (6) six month interval following the Contract effective date;

**F.3.1.3** Quarterly Reports shall be submitted within thirty (30) days following the end of the preceding quarter.

**F.3.1.4** Monthly reports shall be submitted by the fifteenth (15<sup>th</sup>) day of the following month;

**F.3.1.5** Weekly reports shall be submitted by the third (3<sup>rd</sup>) business day following the end of the week;

**F.3.1.6** Daily reports shall be submitted by 10:00 a.m. on the next business day following the day of report; and

**F.3.1.7** Ad Hoc Reports shall be submitted within three (3) working days after the date of request, unless otherwise specified by the COTR.

**F.3.2** The Contractor shall prominently mark reports that contain information about individuals that are protected by privacy laws as "CONFIDENTIAL". The Contractor shall submit these reports in a manner that ensures the privacy and confidentiality of the Recipient ensuring that unauthorized individuals do not have access to the information. The Contractor shall not make such reports available to the public, unless requested by the COTR or required by Federal or District law.

**F.4 DELIVERABLES**

The Contractor shall perform its tasks and submit three (3) hard-copies, one (1) soft copy sent via e-mail, and 1 CD-Rom to the COTR for each Deliverable in accordance with the due dates presented in the table below. All Contract Deliverables require the approval of the COTR.

**F.4.1 Implementation Phase Deliverables**

Deliverable Number	Deliverable Name	Due Date
1	Status Meetings Broker Progress Reports (C.3.4.10.1.1)	Weekly
2	Implementation Plan - Preliminary Transportation Services Summary Report (C.3.5.1.1)	Within 10 days from date of award
3	Implementation Plan - Final Transportation Services Summary Report (C.3.5.1.1.2)	Within 20 days from date of award
4	Transportation Provider Selection Process (C.3.2.1.2.1)	Within 10 days from date of award
5	Transportation Provider Service Agreement Template (C.3.2.2.2)	Within 10 days from date of award
6	Public Transportation Policy (C.3.2.4.2)	Within 30 days from date of award
7	Transportation Provider Training and Education Plan (C.3.2.5.1)	Within 30 days from date of award

Deliverable Number	Deliverable Name	Due Date
8	Transportation Provider Orientation (C.3.2.5.1.1)	Prior to the start of service delivery
9	Transportation Provider Comprehensive Training and Education Sessions (C.3.2.5.1.2)	Within 30 days from date of award
10	Transportation Provider Driver and Attendant Training (C.3.2.5.1.3)	Prior to providing service
11	Transportation Provider MRDDA Training (C.3.2.5.1.4)	Prior to providing service
12	Transportation Provider Training and Education Presentation Materials (C.3.2.5.1.7)	Within 60 days from date of award
13	Transportation Provider Expiring Insurance Policy Report (C.3.2.5.2)	Ninety (90) days of the expiration date of applicable insurance policy(s)
14	Recipient Initial Notification of NET Services (C.3.3.1.1)	45 days prior to the start of service
15	Newly Eligible Recipient Notification of NET Services (C.3.3.1.2)	Upon review of enrollment record
16	Other Notices to Recipients (C.3.3.1.3.1)	Within 30 days from date of award
17	Recipient Training and Education Plan (C.3.3.2)	Within 30 days from date of award
18	Recipient Training and Education Presentation Materials (C.3.3.2.1)	Within 30 days from date of award
19	Recipient Intake Form (C.3.3.3.2.1)	Within 30 days from date of award
20	Gate-keeping Procedures and Protocol (C.3.3.3.3.1)	Only in the event that the DC MMIS is not functioning or the Electronic Verification System (EVS) is down or non-operational.
21	Staffing Plan (C.3.4.2.1)	Within 30 days from date of award
22	Staff Training and Education Plan (C.3.4.2.2)	Within 60 days from date of award
23	Staff Training and Education Orientation (C.3.4.2.2.1)	Prior to providing service.
24	Staff Training and Education Customer Service (C.3.4.2.2.2)	Within 60 days from date of award

Deliverable Number	Deliverable Name	Due Date
25	Staff Training and Education On-going (C.3.4.2.2.3)	Within 90 days from date of award
26	Staff Training and Education Presentation Materials (C.3.4.2.2.4)	Within 10 days from date of award
27	Staff Orientation and Customer Service Manual (C.3.4.2.2.5)	Within 60 days from date of award
28	Continuing Staff Training and Education Plan (C.3.4.2.2.5)	Within 90 days from date of award
29	Operations Procedures Manual (C.3.4.5.1)	Within 30 days from date of award
30	Transportation Provider Manual (C.3.4.5.2)	At least 40 calendar days prior to the start of the Operational Phase of the contract
31	Systems Design Manual (C.3.4.5.3)	Within 30 days from date of award
32	User Documentation Manual (C.3.4.5.4)	At least 40 calendar days prior to the start of the Operational Phase of the contract
33	Quality Assurance Plan (C.3.4.5.5)	At least 30 working days prior to the start of Operational Phase of the contract
34	Audit Plan (C.3.4.8.4)	Within 30 days from the start of the Operational Phase

## F.4.2

## Operational Phase Deliverables

Deliverable Number	Deliverable Name	Due Date
1	Written Verification of Eligibility Requests (C.3.3.3.3.1)	As Needed
2	Denial of Services Report (C.3.3.3.7.2)	72 hours of the denial
3	Complaint and Grievances Notice of Action (C.3.3.3.8.6)	In a timely manner
4	Complaint and Grievances Written Notice Receipt (C.3.3.3.8.7)	Within 2 working days of receipt of the Recipient's Grievance,
5	Operations Procedures Manual Updates (C.3.4.5.1.3)	Within 10 working days of notification by MAA
6	Transportation Provider Manual Updates (C.3.4.5.2.2)	Within 10 working days of notification by MAA

Deliverable Number	Deliverable Name	Due Date
7	Systems Design Manual Updates (C.3.4.5.3.1)	Within 10 working days of the request by MAA
8	User Documentation Manual Updates (C.3.4.5.4.1)	Within 10 working days of the request by MAA
9	Quality Assurance Plan Updates (C.3.4.5.5.2)	Within 10 working days of the request by MAA
10	Encounter Data (C.3.4.8.5)	Within 30 calendar days following the last day of the quarter of service
11	Transportation Provider and Driver Reports (C.3.4.8.6)	Prior to service delivery.
12	Transportation Provider and Driver Reports Updates (C.3.4.8.6.1)	Monthly
13	Vehicle Reports (C.3.4.8.7)	Before the start of the Operational Phase of the contract.
14	Vehicle Reports Updates (C.3.4.8.7.1)	Monthly
15	Monthly Transportation Services Summary Report (C.3.4.8.8.1)	Monthly
16	Monthly Transportation Services Summary Report Updates (C.3.4.8.8.1.1)	Within 5 days of notification of errors by the COTR
17	Annual Transportation Services Summary Report (C.3.4.8.8.2)	Annually, due by October 30
18	Ad Hoc Reports (C.3.4.8.8.3)	48 hours from Request
19	MRDDA Services Report Transportation Services Summary Report (C.3.4.8.9)	Quarterly
20	Accident and Moving Violations Report Transportation Services Summary Report (C.3.4.8.10)	Within two (2) working days of an accident, and within ten (10) working days of a moving violation.
21	Incident Report Transportation Services Summary Report (C.3.4.8.11)	Within 48 hours of the incident
22	Telecommunication Report Transportation Services Summary Report (C.3.4.8.12)	Monthly
23	Annual Financial Report Transportation Services Summary Report (C.3.4.8.13)	Annually

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
24	Vendor – Invoice Report Transportation Services Summary Report (C.3.4.8.14)	Monthly
25	Recipient No-Show Report Transportation Services Summary Report (C.3.4.8.15)	Monthly
26	Provider No-Show Report Transportation Services Summary Report (C.3.4.8.16)	Monthly
27	Status Meetings Broker Progress Report and Meeting Minutes (C.3.4.10.2)	Monthly
28	Turnover Plan Report (C.3.4.11.1)	Within 6 months of Contract award date
29	Turnover of Policies, Procedures, Manuals and other Documents Developed for the contract (C.3.4.11.2)	Upon COTR Request
30	Turnover Education and Training Material MAA Staff (C.3.4.11.3)	Upon COTR Request
31	Turnover Plan Report Annual Updates (C.3.4.11.4)	Annually at Contract Anniversary Date

**F.4.3**

The Contractor shall submit to the District the report described in section H.5.5 of this Contract required by the 51% District Residents New Hires Requirements and First Source Employment Agreement as a deliverable. If the Contractor does not submit the report as part of the Deliverables, final payment to the Contractor may not be paid.

**F.5 NOTICE OF DISAPPROVAL**

**F.5.1** The COTR shall provide written notice of disapproval of a Deliverable to the Contractor within fourteen (14) days of submission.

**F.5.2** The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

**F.6 RESUBMISSION WITH CORRECTIONS**

The Contractor shall make the required corrections and resubmit the Deliverable to the COTR within fourteen (14) business days of receipt of the notice of disapproval.

**F.7 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION**

The COTR will provide the Contractor written notice of the approval, conditional approval, or disapproval of the deliverable within thirty (30) business days following resubmission of any disapproved Deliverable.

**F.8 FAILURE OF COTR TO RESPOND TIMELY**

In the event that the COTR fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the COTR in writing that it intends to delay implementation of the deliverable until the COTR responds in writing to the resubmission.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

- G.1 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**
- G.1.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.1.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.
- G.2 PAYMENT**
- G.2.1** The District will make monthly capitated payments to the Contractor as compensation for Covered Transportation Services provided to Medicaid Eligible fee-for-service Recipients. The District will finalize the monthly enrollment for each month by the 15<sup>th</sup> of the prior month and a final enrollment list for the designated month will begin on the first of that month. The monthly capitation will be based on the final enrollment list and the applicable Per Member Per Month (PMPM) rate described in B.3. The Contractor shall reconcile each month's final enrollment list submitted by the COTR with its own records and report any discrepancies to the COTR within thirty days of receipt.
- G.2.2** The Contractor will accept the monthly per capita rate reimbursement as payment in full, inclusive of all administrative costs, transportation costs, overhead, and profit for all services required under the Contract.
- G.2.3** The District will disburse Capitated payments prospectively on the first of each month in which services are to be delivered to Recipients. Disbursement dates that fall on a weekend or holiday are moved to the next business day.
- C.2.4** The Broker will be paid on the first day of each month, of the current operating month of services.
- G.2.5** The Broker or the Transportation Provider shall not accept, collect or receive fares fees from recipients of transportation services.

**G.3 MONTHLY RECONCILIATION**

- G.3.1** The Contractor will receive a bi-weekly eligibility file report via electronic file transfer, twice per month by the close of business on Thursday, allowing the Contractor one business day to retrieve the eligibility file report and process the data in time for request for Transportation Services on Monday of the forthcoming week. The bi-weekly eligibility file report will contain the total number of Eligible Recipients for that week of service, ensuring that the Contractor is operating with a current list of Eligible Recipients. The Contractor shall use the DC MMIS to verify enrollment is consistent on both the enrollment roster/report and the MMIS.
- G.3.2** The bi-weekly NET eligibility file report will be produced Thursdays before the close of business and transmitted to the Contractor. The eligibility file report contains the information to be used by MAA to produce the monthly capitation payment for the next month. MAA will reconcile the monthly NET Recipient Extract Summary with the aforementioned report to reimburse the Contractor for trips provided to pending eligible individuals.
- G.3.3** The Contractor shall pay Transportation Providers in accordance with the terms of the TPSA between the Contractor and each Transportation Provider from the capitation payments made to the Contractor by MAA. Full payment of undisputed invoices for all authorized trips shall be made to the Transportation Providers as agreed to between the parties, and made a written term of the service agreement; otherwise, payment to providers shall be made within thirty (30) working days of the Contractor's receipt of an undisputed invoice. The Contractor shall:
- a. Validate that all Transportation Services paid for are properly authorized and actually rendered.
  - b. Submit to the COTR verified data for all trips made by Medicaid Eligible fee-for -service Recipients in accordance with the terms and conditions of the Contractor's TPSA with each Transportation Provider;
  - c. Develop safeguards to report fraudulent activity by the Transportation Providers and Medicaid Recipients.
  - d. Fulfill MAA reporting requirements for the District regarding such activity;
  - e. Indemnify and defend MAA against any causes of actions or claims of payment brought by the Transportation Provider or Medicaid Recipient; and
  - f. Provide the monthly invoice report to the COTR in accordance with Section F.4.
- G.3.4** Payments made by the District to the Contractor are conditioned upon

receipt by the District of applicable, accurate and complete reports, documentation, and any other information due from the Contractor, unless written approval waiving such requirement(s) is obtained from the Contracting Officer.

**G.4 PROVISION OF ADJUSTMENT OF RATE**

In then event the District, pursuant to the Changes Clause of the Standard Contract Provisions, adds, deletes or changes any services to be covered by the Contractor, the District will review the effect of the change and equitably adjust the capitation rate (either upwards or downwards) if appropriate. In the event a capitation rate adjustment needs to be made prospectively, an actuarial calculation will be made by the District to determine the increase or decrease in the total cost of care from the instituted change. If substantiated, the District will apply the adjusted rate.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractor**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. The 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. The 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. The 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. The 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. The 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. The 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be

interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.7 AUTHORITY OF CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street N.W. Suite 700 South  
Washington, D.C. 20001  
Telephone: 202-724-4197  
Fax: 202 727-0245  
E-mail: [jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

William Brown, III  
Medical Assistance Administration  
Office of Program Operations,  
2100 Martin Luther King Jr. Avenue SE

Washington, DC 20020

Phone: 202-698-2008

E-mail: [william.browniii@dc.gov](mailto:william.browniii@dc.gov)

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the Contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10 ORDERING CLAUSE**
- G.10.1** Any supplies and services to be furnished under this Contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this Contract.
- G.10.2** All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or task order and this Contract, the Contract shall control.
- G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- G.11 SANCTIONS FOR NON-COMPLIANCE**
- G.11.1 Corrective Action**
- G.11.2** In addition to its rights under the Default Clause, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District to avoid sanctions as described below. The Contractor shall complete all steps necessary to correct the identified violation.
- G.11.3 Notice of Sanctions**
- G.11.3.1** In addition to any other remedies available to the District, the District may impose sanctions against the Contractor after 30 days written notice of intent to the Contractor via a Notice of Sanctions. The Notice of Sanctions shall include at least the following:
- G.11.3.2** A citation to the law or regulation or Contract provision that has been violated;

- G.11.3.3** The sanction to be applied and the date the sanction will be imposed;
- G.11.3.4** The basis for the District's determination that the sanction should be imposed; and
- G.11.3.5** The time frame and procedure for the Contractor to appeal the District's determination. A Contractor's appeal of a sanction shall not stay the effective date of the proposed sanction.
- G.12** **SANCTIONS**
- G.12.1** Following the Notice of Sanctions, a full month's sanctions are due for the first month or any portion of a month during which the Contractor is in violation. Sanctions imposed may include the following:
- G.12.2** Final approval by CMS;
- G.12.3** Liquidated damages as described in Section G.13 below;
- G.12.4** Withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and liquidated damages have been previously imposed.
- G.12.5** Any other sanctions set forth in Federal or District law.
- G.12.6** In addition to any other remedies available to the District, the District may impose sanctions against the Contractor for poor performance or noncompliance with Contract terms by the Contractor or its subcontracted Transportation Providers.
- G.12.7** Any recoup or sanctions imposed by the federal government to the District, that is related to the Contractor's non-compliance of any part of the Contract, may be passed to the Contractor.
- G.12.8** The Contractor shall be responsible for any fines or sanctions imposed upon the District by the courts in which Contractors fail to meet the requirements of *Salazar vs. the District of Columbia et al.*, or the Contract.
- G.13** **LIQUIDATED DAMAGES**
- G.13.1** Damage assessments are linked to performance of program or operational responsibilities of Contractor Non-Emergency Transportation Program. Where an assessment is defined as an "up to" amount, the dollar value will be set at the discretion of the District.
- G.13.1.1** Written notification of each failure to meet a performance requirement will be given to the Contractor. The Contractor shall have five (5)

working days from the date of receipt of written notification of a failure to perform to specifications to cure the failure. However, additional days can be approved if deemed necessary. If the failure is not resolved within this warning/cure time period, liquidated damages may be imposed retroactively to the date of failure to perform. The imposition of liquidated damages is not in lieu of any other remedy available to the District.

**G.13.1.2** If the COTR elects not exercise a damage clause in a particular instance, this decision shall not be construed as a waiver of the District's right to pursue future assessment of that performance requirement and associated damages.

**G.13.2 Purpose**

**G.13.2.1** In the event of failure of the Contractor to meet the performance standards included in Section C.3, damages may be sustained by the District. The Contractor accepts and acknowledges that actual damages that the District will sustain in this and by reason of such failure are uncertain and extremely difficult and impractical to ascertain and determine.

**G.13.2.2** The Contractor acknowledges and agrees that liquidated damages will be imposed by the District as described below for such failures at the sole discretion of the District.

**G.13.2.3** The District will have the right to offset against any payments due the Contractor until the liquidated damage amount is paid. The Contractor has the right to appeal such adverse action in accordance with the Disputes clause under the District's Standard Contract Provisions (Attachment J.2)

**G.13.3 Categories of Events**

The Contractor's failure to meet the objectives and performance standards in the Contract will be divided into two categories of events.

**G.13.3.1 Category 1:** A category 1 event is a lapse in the Contractor's ability to meet one of its prime functions and liquidated damages are imposed immediately. For Category 1 events, the Contractor shall submit a written corrective action plan and gain the COTR's agreement that the solution will be acceptable before implementing the corrective action. Category 1 events will be monitored by the COTR as noted to determine compliance. Sanctions of up to **\$100 per occurrence** may be imposed for the following Category 1 events subject to the periodic and daily monitoring by the COTR:

**G.13.3.1.2** Failure of the Contractor to ensure client confidentiality;

**G.13.3.1.3** Failure of the Contractor to assume full operation of its duties under the

- Contract in accordance with the transition timeframes specified herein;
- G.13.3.1.4 Failure of the Contractor to obtain prior approval from MAA through the COTR prior to the use of written material;
  - G.13.3.1.5 Failure of the Contractor's computer system to perform the necessary functions to support the requirements of the Contract for a period of 24 hours;
  - G.13.3.1.6 Failure of the Contractor to produce accurate written enrollment and program materials; and
  - G.13.3.1.7 Failure to ensure that key personnel responds to all MAA inquiries within 24 hours and is available and accessible to designated MAA staff between 8:15 a.m. and 4:45 p.m. daily.
  - G.13.3.1.8 Failure to resolve Recipients' complaints within the timeframes specified in Sections C.
- G.13.3.2 **Category 2:** A Category 2 event is a lapse in the Contractor's ability to meet a secondary function. For Category 2 events, no written corrective action plan is required, although corrective action shall be taken. In the case of Category 2 events, if corrective action is taken within 3 working days, then liquidated damages may be waived at the discretion of the COTR. The sanctions imposed may be up to **\$500 per day per incident** for each of the following violations:
- G.13.3.2.1 Non-adherence to Contract task and implementation timeframes;
  - G.13.3.2.2 Failure to take actions stated in the Contractor's proposal, required in the Contract, executed Contract or other material failures in the Contractor's duties;
  - G.13.3.2.3 Violation of federal or District regulations, unless associated liquidated damages are otherwise specified;
  - G.13.3.2.4 Unscheduled computer database downtime of more than a half hour per week for 2 consecutive weeks or for three hours in a 4 week period;
  - G.13.3.2.5 Failure to deliver required Deliverables and reports timely;
  - G.13.3.2.6 Non-compliance with any other material Contract provisions, unless associated liquidated damages are otherwise specified.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1            HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1**            For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1**            At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2**            The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

**H.2            DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination Rev. No. 05-2103 Rev. 01, dated August 22, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.3 of this contract. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3            PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, Agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

**H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

**H.5.2** The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement (Section J.5) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services ("DOES"); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify the Contractor's compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:

- a. Number of employees needed;

- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  1. Name;
  2. Social Security number;
  3. Job title;
  4. Hire date;
  5. Residence; and
  6. Referral source for all new hires.

**H.5.4** If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  1. Material supporting a good faith effort to comply;
  2. Referrals provided by DOES and other referral sources;
  3. Advertisement of job openings listed with DOES and other referral sources; and
  4. Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities

of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

**H.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in C.3.4.2 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

**H.10 HIPAA PRIVACY COMPLIANCE****H.10.1 Definitions**

**H.10.1.1** Business Associate. "Business Associate" shall mean Contractor.

**H.10.1.2** Covered Entity. "Covered Entity" shall mean District, Department of Health, and Medical Assistance Administration.

**H.10.1.3** Designated Record Set means:

**H.10.1.3.1** A group of records maintained by or for Covered Entity that is:

**H.10.1.3.1.1** The medical records and billing records about individuals maintained by or for a covered health care provider;

**H.10.1.3.1.2** The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or,

- H.10.1.3.1.3** Used, in whole or in part, by or for a Covered Entity to make decisions about individuals.
- H.10.1.3.2** For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- H.10.1.4** Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- H.10.1.5** Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- H.10.1.6** Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- H.10.1.7** Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- H.10.1.8** Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- H.10.2** **Obligations and Activities of Business Associate**
- H.10.2.1** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.
- H.10.2.2** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- H.10.2.3** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- H.10.2.4** Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- H.10.2.5** Business Associate agrees to ensure that any Agent, including a

subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- H.10.2.6** Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner as provided by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- H.10.2.7** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner specified by the Covered Entity.
- H.10.2.8** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner specified by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- H.10.2.9** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.10.2.10** Business Associate agrees to provide to Covered Entity or an Individual, in time and manner specified by the Covered Entity, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.10.3** Permitted Uses and Disclosures by Business Associate
- H.10.3.1** Refer to underlying services agreement:
- H.10.3.1.1** Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

- H.10.3.1.2** Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- H.10.3.1.3** Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provide that disclosures are Required By law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- H.10.3.1.4** Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- H.10.3.1.5** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §42 CFR 164.502(j) (1).
- H.11** **DISTRICT RESPONSIBILITIES**
- The District, acting through the COTR will:
- H.11.1** Oversee the program management, determination of policy, procedures, and protocol, and monitoring of the NET services to be provided by the Broker.
- H.11.2** Provide the Broker with a list of eligible clients that the Broker will need systematically assign to Transportation Providers for transport to Medicaid covered healthcare services in the District of Columbia.
- H.11.3** Inform the Broker of changes in the administrative rules applicable to Non-Emergency Medical Transportation Services and clients eligibility.
- H.11.4** RESERVED
- H.11.5** Provide the Broker with a list of all Transportation Providers that have been terminated from the District's Medicaid program, on a monthly basis.
- H.11.6** Utilize the client satisfaction survey administered by the Broker as a means to identify potential operational and service deficiencies.

- H.11.7** Work in partnership with the Broker to develop and maintain consistently quality NET services.
- H.11.8** Provide the Contracting Officer an interpretation of technical and programmatic related policy and procedures regarding the NET services, as applicable.
- H.11.9** Provide on-going project oversight, management and evaluation to include announced and unannounced visits to ensure regulatory compliance;
- H.11.10** Provide the Broker with relevant Medicaid eligibility data for Medicaid Eligible Recipients.
- H.11.11** Conduct field and desk observations of the Broker's operations and call center.
- H.11.12** Monitor all performance requirements as stated in Section C.3 of the contract.
- H.11.13** Review and approve each of the Broker's written documents intended for use under this RFP including but not limited to plans, TPSA communications to Recipients, Transportation Providers and others prior to the use, and distribution, of all documents.
- H.11.14** Attend and observe QA activities;
- H.11.15** Promote the program by informing contracted Medicaid Providers.
- H.11.16** Perform periodic audits of the Broker's contractual compliance. Such audits will commence upon 30 days written notice by the MAA office of Program Operations and Program Integrity.
- H.11.17** Exceptional Transportation Services will be coordinated through the COTR.
- H.11.18** Provide Medical Necessity certifications.
- H.12** **CONTRACTOR RESPONSIBILITIES**
- H.12.1** The Contractor shall provide all supplies, office furniture, equipment, video teleconferencing system, computer equipment peripherals or facilities for operations
- H.12.2** The Contractor shall maintain a properly licensed facility in the District of Columbia to serve as the Contractor's central business office.
- H.12.3** The Contractor shall provide for and maintain a record of all costs including at a minimum all fees, expenses, charges, insurance premiums, and other costs associated with the Contractor's performance of the required services for the review of the District upon request.

- H.12.4** The Contractor shall provide at a minimum two (2) workstations equipped with appropriate telephones, computers, connectivity requirements, and furniture, at the Contractor's central business office to allow MAA staff to access to the Contractor's information system and the DC MMIS.
- H.12.5** The Contractor shall provide at a minimum, two (2) parking passes and two (2) access badges for NET meetings to be held at the Contractors central business office.
- H.12.6** **STAFFING AND ORGANIZATION**
- The Contractor shall maintain an adequate staff, including key personnel identified in C.3.4.2.1.1, supervisory staff, and overall organizational structure to perform the requirements of the Contract.
- H.12.7** **FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS**
- H.12.7.1** **Cooperation with the District**
- H.12.7.1.1** The Contractor is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care and the Medicaid program.
- H.12.7.1.2** The Contractor shall cooperate and assist the District of Columbia and any State or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.
- H.12.7.1.3** The Contractor shall provide all records and information requested and allow the COTR, CMS, the U.S. Department of Health and Human Services, FBI and the District's Medicaid Fraud Control Unit access to the Contractor's premises and provide records to. All copies of records shall be provided free of charge.
- H.12.7.1.4** The Contractor shall be responsible for promptly reporting suspected fraud, abuse, or violation of the terms of the Contract to the COTR, Office of Program Integrity and the Contracting Officer, taking prompt corrective actions consistent with the terms of any subcontract, and cooperating with District investigations.
- H.12.7.1.5** The Contractor shall allow the District of Columbia Medicaid Fraud Control Unit or its representatives to conduct private interviews of Contractor's employees, subcontractors, and their employees, witnesses, and patients. The Contractor shall honor requests for information in the form and the language specified.
- H.12.7.1.6** The Contractor shall ensure that its staff and its subcontractors and their staff shall cooperate fully and be available in person for interviews,

consultation grand jury proceedings, pre-trial conference, hearings, trials, and in any other process.

#### **H.12.8 MANAGEMENT INFORMATION SYSTEM**

The Contractor shall provide the necessary management information systems required to successfully perform the Contract requirements as described in Section C.3.

#### **H.12.9 SECURITY REQUIREMENTS**

**H.12.9.1** The Contractor's employees shall not bring into the facility any form of weapons or contraband; shall be subject to search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and shall be subject to all other rules and regulations of the facility and DOH. The Contractor shall provide a copy of all applicable rules and regulations of the facility to the employees. The Contractor shall ascertain that each employee is issued a copy of said rules and signs a statement acknowledging the receipt of said rules. The Contractor shall maintain the acknowledgement of receipt in the individual employee's personnel folder.

#### **H.12.10 PROHIBITED INFORMATION AND ACTIVITIES**

- H.12.10.1** In addition to its rights under the Default clause of the Standard Contract Provisions (Attachment J.2), sanctions, as discussed in G.10, may be imposed if the District determines that the Contractor has violated applicable Federal law as specified in Sections 1903(m)(5)(A) and 1932(e)(1) of the Social Security Act (C.1.1 Applicable Document #4) and 42 CFR 422.208-210, §438.700-702, and 45 CFR 92.36(i)(1), including:
- H.12.10.2** Acting to discriminate among Recipients on the basis of their health status or need for health care services;
  - H.12.10.3** Misrepresenting or falsifying information the Contractor furnishes to CMS or the District;
  - H.12.10.4** Misrepresenting or falsifying information that the Contractor furnishes to a Recipient or health care provider;
  - H.12.10.5** Distributing directly or indirectly through any Agent or independent Contractor, materials that have not been approved by the District or that contain false or materially misleading information;
  - H.12.10.6** Violating any of the other applicable requirements of sections 1903(m) or 1932 of the Social Security Act and any implementing regulations; and

- H.12.10.7** Violating District of Columbia law; or regulations or court orders including but not limited to Salazar v. The District of Columbia et.al (Attachment J.1).
- H.12.11** **COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)**
- H.12.11.1** In accordance with 45 CFR §74 Appendix A (2) (C.1.1 Applicable Document #6), all contracts and sub-grants related to any facility utilized under this Contract in excess of \$2,000 for construction or repair awarded by the Contractor and subcontractors shall include a provision complying with the Copeland “Anti-Kickback” Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, “Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”
- H.12.11.2** Each Contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to CMS.
- H.12.12** **CONDITIONS FOR FEDERAL FINANCIAL PARTICIPATION (FFP)**
- The Contractor shall maintain compliance with the following Federal Financial Participation requirements:
- H.12.12.1** **Basic Requirements**
- H.12.12.1.1** FFP is available in expenditures under the Contract only for periods during which the Contractor meets applicable Federal requirements and the Contract is in effect; and
- H.12.12.1.2** The initial Contract or memorandum of agreement (MOA) for services performed by the Contractor has been reviewed and approved by CMS.
- H.12.13** **CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ.)**
- H.12.13.1** In accordance with 45 CFR 74 Appendix A (6), contracts and sub-grants of amount in excess of \$100,000 shall contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.
- H.12.13.2** Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency. The Contractor shall

comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

**H.12.14 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

**H.12.14.1** In accordance with 45 CFR Appendix A (7), Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Recipient of Congress or an employee of a Recipient of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

**H.12.14.2** Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

**H.12.15 DEBARMENT AND SUSPENSION (E.O.s 12549 AND 12689)**

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to Contract award.

**H.12.16 INTELLECTUAL PROPERTY**

The Contractor shall comply with CMS' grantor agency requirements and regulations pertaining to reporting and patient rights and of CMS requirements and regulations pertaining to copyrights and rights in data.

**H.12.17 ENERGY EFFICIENCY**

The Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. § 6-201 et seq.).

**H.12.18 SPECIAL INDEMNIFICATION**

The Contractor shall indemnify the District in the event that the federal government reduces the 75% Medicaid contribution to the District due to the Contractor's defective performance.

**H.12.19 SURETY BOND**

The Contractor shall provide executed performance and payment bonds, each in the sum of two months of the estimated annual Contract amount, with the District of Columbia Department of Health Medical Assistance Administration as the obligee. The surety shall be a surety company or companies approved by the District of Columbia to transact business in the District of Columbia.

**H.13 WAY TO WORK AMENDMENT ACT OF 2006**

- H.13.1** Except as described in H.13. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.13.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.13.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.13.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.13.5** The Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment J.6 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- H.13.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.13.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.13.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
  - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of

1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.13.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.14 DISPLACED EMPLOYEES**

The Contractor shall comply with all provisions of the D.C. Official Code, Section 2-301.05b, Privatization contract and procedures requirements, (Applicable Document #18) including Subsection (d)(2) whereby the Contractor shall offer any District Government employee, who is displaced or discharged, as a result of the transfer of the operation of the non-emergency transportation services to the private Contractor, a right of first refusal to employment in a comparable available position for which the employee is qualified, for at least a 6-month period during which the employee shall not be discharged without cause. In accordance with Section **L.21** of this contract, current District of Columbia government employees have the right to submit an offer in response to this solicitation.

**SECTION I**  
**CONTRACT CLAUSES**

**I.1            APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 Attachment J.2 are incorporated as part of the contract.

**I.2            CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**I.3            CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4            TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5            RIGHTS IN DATA**

**I.5.1**            "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2**            The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer

software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with

which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

The data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with \_\_\_\_\_ (Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, Agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontract without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will

have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontract shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** The Contractor shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- a. Commercial General Liability Insurance, \$1,000,000.00 limits per occurrence, District added as an additional insured.
- b. Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- c. Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- d. Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

## **I.9 ORDER OF PRECEDENCE**

Any inconsistency in this contract shall be resolved by giving precedence in the following order: the Schedule A – H; Contract Clauses Section I; and List of Attachments, Section J in the order listed in Section J.

**I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS OR MULTI-YEAR CONTRACTS**

Any Contract in excess of \$1,000,000 or any multi-year Contract shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

**I.11 PRE-AWARD APPROVAL**

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any Contract that has obligations that extend beyond the fiscal year for which appropriated.

**I.12 OPTION FOR TRANSITION SERVICES**

**I.12.1** The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and shall continue without interruption. In the event that either (a) the Contract expires or (b) the District terminates the Contract, and either or these events occur during the base period, Option Year one, or Option Year two or more than 120 days prior to the end of the Contract, the District can exercise the Option for Transition Services for a period of up to 120 days. In the event that the District exercises this Option for Transition Services, the Contractor shall agree to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- c. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- d. The Contractor shall provide sufficient experienced personnel during the period of the Option for Transition Services to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- e. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date

and negotiate transfer of their earned fringe benefits to the successor.

- f. The Contractor will be paid for Transition Services in accordance with the price Schedule in Section B.3.

**I.13 ESTIMATED QUANTITIES**

It is the intent of the District to secure a Contract for all of the needs of the designated agencies for items specified herein which may occur during the Contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

**SECTION J**  
**LIST OF ATTACHMENTS**

The following Attachments are hereby incorporated into this contract:

Attachment	Title
J.1	<b>Salazar v. the District of Columbia Et Al, DC Civil Action No. 93-452 (GK)</b>
J.2	<b>Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007</b>
J.3	<b>US Department of Labor Wage Determination No. 05-2103 REV (02) dated November 7, 2006</b>
J.4	<b>Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85</b>
J.5	<b>Department of Employment Services First Source Employment Agreement</b>
J.6	<b>Way to Work Amendment Act of 2006 Fact Sheet/Notice</b>
J.7	<b>Non-emergency Transportation Providers</b>
J.8	<b>Medical Transportation Management, Inc.'s Best and Final Offer Technical Proposal dated November 13, 2006</b>
J.9	<b>Medical Transportation Management, Inc.'s Technical Proposal, Volume 1 and Volume I Appendix dated July 25, 2006</b>

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