



# REQUEST FOR PROPOSALS

## Non-Emergency Transportation (NET) Services

RFP# 20091016

Contact:

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Due Dates:

Questions & Letter of Intent  
E-MAIL or MAIL or HAND DELIVERY  
5:00 PM Central Standard Time, Friday, October 30, 2009

Answers Posted to Internet [www.dom.state.ms.us](http://www.dom.state.ms.us)  
5:00 PM Central Standard Time, Friday, November 6, 2009

Sealed Proposals  
MAIL or HAND DELIVERY ONLY  
5:00 PM Central Standard Time, Friday, November 20, 2009

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**1.0 SCOPE OF WORK**

**1.1 Purpose**

The Mississippi Division of Medicaid (DOM) issues this Request for Proposals (RFP), requesting competitive written proposals from qualified contractors to develop and operate a Non-Emergency Transportation (NET) brokerage program, including but not limited to the authorization, coordination, scheduling, management, and reimbursement of NET Services.

**1.2 Procurement Timetable**

The following timetable is the estimated and anticipated timetable for the RFP and procurement process.

October 16, 2009	Release RFP for Bids
October 30, 2009 (5:00 p.m. CST)	Deadline for Letter of Intent and Written Questions
November 6, 2009 (5:00 p.m. CST)	Response to Questions Posted
November 20, 2009 (5:00 p.m. CST)	Proposal Deadline
November 23 - 30, 2009	Evaluation of Technical Proposal
December 1 - 4, 2009	Oral Presentations (if desired by DOM)
December 7 – 8, 2009	Evaluation of Business Proposal
December 9 - 15, 2009	Executive Review and Approval
December 18, 2009	Submit to PSCRB
January 7, 2010	PSCRB Meeting (proposed)
January 8 - 18, 2010	Contracts Signed and Notarized
April 1, 2010	Contract Start Date

DOM reserves the right to amend the timetable in the best interest of DOM. Potential Offerors who have submitted letters of intent will be notified of any changes to this timetable.

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**1.2.1 Mandatory Letter of Intent**

The Offerors are required to submit a Letter of Intent to bid. This letter will be due by 5:00 p.m. CST, October 30, 2009, and should be sent to:

Melanie Wakeland  
Procurement Officer  
Division of Medicaid  
550 High St., Suite 1000  
Jackson, Mississippi 39201

Email: [exmpw@medicaid.state.ms.us](mailto:exmpw@medicaid.state.ms.us)

This letter shall be on the official business letterhead of the Offeror and must be signed by an individual authorized to commit the company to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Offeror to submit a proposal. However, firms that do not submit a Letter of Intent by 5:00 p.m. CST, October 30, 2009, will not thereafter be eligible for the procurement.

Prior to October 30, 2009, all RFP amendments will be sent to all organizations that request an RFP. After October 30, 2009, RFP amendments will only be distributed to those firms submitting a Letter of Intent.

**1.2.2 Procedure for Submitting Questions**

Multiple questions may be submitted per submission. Written answers will be available not later than 5:00 PM CST, Friday, November 6, 2009, via DOM website at <http://www.medicaid.ms.gov>. Questions and answers will become a part of the RFP as an attachment. Written responses provided for the questions will be binding.

Questions should be sent to:

Melanie Wakeland  
Procurement Officer  
Division of Medicaid  
Walter Sillers Building  
550 High St., Suite 1000  
Jackson, Mississippi 39201

OR EMAIL: [exmpw@medicaid.state.ms.us](mailto:exmpw@medicaid.state.ms.us)

REF: NET RFP # 20091016

**1.2.3 Proposal Submission Requirements**

Proposals must be submitted in two parts: Technical Proposal and Business Proposal. The format and content of each are specified in Sections 6 and 7 of this RFP.

Proposals for this RFP must be submitted in 3-ring binders with components of the RFP clearly tabbed. An original and five (5) copies of the technical proposal under sealed cover and an original and five (5) copies of the business proposal under separate sealed cover must be received by DOM no later than 5:00 p.m. CST, on Friday, November 20, 2009. Any proposal received after this date and time will be rejected and returned unopened to the Offeror.

Proposals should be delivered to:



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Melanie Wakeland  
Procurement Officer  
Division of Medicaid  
Walter Sillers Building  
550 High St., Suite 1000  
Jackson, Mississippi 39201

The outside cover of the package containing the Technical Proposals shall be marked:

REF: NET RFP # 20091016  
(Name of Offeror)

The outside cover of the package containing the business proposals shall be marked:

REF: NET RFP # 20091016  
(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. The parties submitting proposals are responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and the parties assume all risks of delivery. No facsimile proposals will be accepted. The proposal must be signed in blue ink by an authorized official to bind the Offeror to the proposal provisions. Proposals and modifications thereof received by DOM after the time set for receipt or at any location other than that set forth above will be considered late and will not be considered for award.

### **1.3 General Administration of the NET Program**

The Contractor shall administer and operate the NET Brokerage Program, including but not limited to the establishment of a network of NET Providers; and authorization, coordination, scheduling, management, and reimbursement of NET Service requests.

The Contractor is required to operate the NET Program according to DOM policies. These policies can be found at [www.medicaid.gov](http://www.medicaid.gov) under the *provider* tab then *provider manual* tab. DOM will provide assistance as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the NET Program.

The Contractor may not delegate screening, authorization or scheduling duties. The Contractor may delegate dispatch activities to the NET Provider, but the Contractor shall retain responsibility for the proper performance of dispatch activities. The Offeror shall fully and specifically describe in its Proposal how it will screen, authorize, schedule and assign trips to NET Providers and communicate the information in a timely and efficient manner. The Offeror shall also describe its procedures for assigning Standing Orders, Urgent Trips, and re-routed and refused trips.

The Contractor will be responsible for reimbursing NET Providers. The Contractor is not required to reimburse for unauthorized NET Services provided by out of network providers.

The Contractor is required to provide informational material concerning NET Services and procedures for the benefit of the Participants. This material must be easily understood and written on an approximately sixth-grade reading level. It must be available in English and such other language as DOM may require at any time with notice to Contractor; and must be available in alternative formats as required for the special needs of Participants, such as those with visual impairment.

The Contractor shall meet with DOM as needed throughout the term of the Contract to discuss and resolve administrative and operational issues. Meetings may be conducted in person, by teleconference or by videoconference.

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Following are general steps DOM has determined necessary for the provision of NET Services by the Contractor. DOM will consider Responses to this RFP that propose modifications to the following specifications. Modifications must be clearly stated in the Offeror's proposal.

**1.4 Processing Requests for NET Service**

The Contractor shall provide screening, assignment, dispatch, and monitoring of NET requests to ensure consistent application of guidelines. Based on authorizations of previous NET Services, the Contractor shall consider participants' permanent and temporary special needs, appropriate Modes of Transportation, any special instructions regarding the nearest appropriate Provider, and any additional information necessary to ensure that appropriate transportation is authorized and provided. This information shall be easily accessible by all Contractor staff.

**1.4.1 Screening**

Requests for NET services may be made by Participants; their family members, guardians or representatives; and by Medical Providers. The Contractor shall screen all NET requests to determine each of the following items:

1. The participant's eligibility for NET Services;
2. The participant's medical need which requires NET Services;
3. The participant's lack of access to Available Transportation. The Contractor shall require the participant to verbally certify this.
4. That the medical service for which NET Service is requested is a Covered Medical Service;
5. The most economical Mode of Transportation appropriate to meet the medical needs of the participant, based on the participant's mobility status and personal capabilities on the date of service. Reasons for approval of a Mode of Transportation that is not the most economical must be documented in detail.
6. The nearest appropriate Provider to the Participant. If the medical provider is an excessive distance from the Participant's residence see 1.6.6; and
7. Necessity of attendant or assistance request. The Contractor may require a medical certification statement from the participant's physician in order to approve Door-to-Door Service or Hand-to-Hand Service;

Not all persons receiving Medical Assistance are eligible for NET Services. The Contractor shall develop and maintain a system of conditional edits to determine whether a Participant is eligible for the transportation requested, based upon eligibility information to be provided by DOM. The following eligibility groups are not eligible for NET: Family Planning, QMB, QWDI, SLMB, and QI-1.

The Contractor is not responsible for arranging the transportation of the remains of a Participant who expires while receiving medical treatment. If a Participant expires while in transit, the Contractor's NET Provider should contact the nearest law enforcement agency for instructions. The Contractor shall notify DOM of the occurrence within one business day.

**1.4.2 Advance Reservations**

The Contractor shall educate Participants on how to request NET Services. The Contractor shall instruct Participants that requests for NET Services must be made at least three (3) business days before the NET Service is needed. Because scheduling issues will occasionally occur, the Contractor must develop processes for handling urgent trips, last minute requests from Participants, scheduling changes, and NET Providers who do not arrive for scheduled pick-ups. The Contractor shall provide additional education to Participants who habitually request transportation less than two (2) business days in advance of the appointment date.

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**1.4.3 Notification of Arrangements**

If possible, the Contractor shall inform the Participant or the Participant's representative of the transportation arrangements during the phone call requesting the NET Service. Otherwise, the Contractor shall inform the Participant or representative by later phone call, by facsimile, or by letter. If the Contractor sends a letter, the letter shall be mailed in time to be received by the Participant prior to the date of NET Service.

**1.4.4 Scheduling and Dispatching Trips**

The Contractor shall receive requests for NET Services; screen each request and, if authorized; schedule and assign the trip to an appropriate NET Provider. The following standards must be maintained.

1. The Contractor shall ensure that the average waiting time for pick-up does not exceed 15 minutes. The Contractor shall ensure that Participants arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return trip if the Covered Medical Service follows a reliable schedule. The pre-arranged times may not be changed by the NET Provider or driver without prior permission from the Contractor.
2. The Contractor and a NET Provider may group Participants and trips to promote efficiency and cost effectiveness. The Contractor may contact Providers in this process.
3. The Contractor shall notify the NET Provider of the assignment at least two (2) business days prior to the trip, if possible, and shall timely assign the trip to another NET Provider if necessary.
4. The Contractor shall contact an appropriate NET Provider so that pick-up occurs within three (3) hours after notification of a hospital discharge.

**1.5 Trip Types**

**Single Trip Requests:** The Contractor shall require that requests for NET Service to a single appointment be made via a toll-free telephone number. Other methods of single trip requests may be allowed with DOM approval.

**Standing Order Trip Requests:** The Contractor shall establish procedures to handle trip requests so that Participants are not required to continually make arrangement for repetitive appointments. The Contractor shall include in its procedure to recertify the need of a Standing Order with the Medical Provider at least every ninety (90) days.

**Emergency Transports:** In limited situations, a Participant may be transported by emergency medical air ambulance (fixed-wing or helicopter) or emergency medical ground ambulance to a medical facility. Upon discharge, if the Participant can be transported home via an ambulatory vehicle, wheelchair vehicle, or commercial air, the Contractor shall make the appropriate arrangements for the one-way transport for the Participant and up to one (1) attendant.

**Commercial Air Transports:** In limited situations, the medical care required for a participant cannot be provided within the State of Mississippi. DOM has enrolled specialty hospitals located elsewhere in the United States for which the medical services have been pre-certified by DOM's Utilization Management and Quality Improvement Organization (UM/QIO). The Contractor shall receive, schedule, and arrange air transports as requested by DOM.

The Contractor shall determine if the medical services have been pre-certified and that medical certification of the need for commercial air travel is obtained from the medical provider. The Contractor is responsible for making the appropriate arrangements, purchasing the tickets, and

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distributing them to the Participant. The Contractor is only responsible for purchasing tickets for the Participant receiving medical services and up to one adult attendant.

The Contractor shall use the most cost efficient arrangements possible with reasonable allowances for choosing a flight that would reduce the number of transfers, and/or reduce travel time and/or choosing an appropriate departure/arrival time based on the needs of the Participant. All tickets purchased for commercial air travel must be coach seating.

**Out-of-State Meals and Lodging:** In certain situations, meals and lodging may be provided for a Participant and up to one (1) attendant for extended treatment out-of-state which requires at least an overnight stay. All requests for out-of-state meals and lodging must be evaluated and pre-approved by the Contractor. Additional information regarding meals and lodging is located in Section 12.05 of the Mississippi Medicaid Provider Manual. The Contractor shall use discounted lodging and meal services that might be offered through the medical provider.

**Fixed Wing Transports:** Fixed wing air ambulance services are covered by Mississippi Medicaid based on criteria detailed in the Mississippi Provider Policy Manual Section 8.04. Most of the fixed wing air ambulance flights are scheduled flights and not critical emergencies. They usually involve babies or small children who need to fly out-of-state for specialized treatment such as surgical procedures and then they return to Mississippi for postoperative care. The Participant may have oxygen or intravenous medications or feeding tubes or be otherwise medically fragile and need medical monitoring, but they usually are not critically unstable. Their medical condition may be such that they could actually fly on a commercial flight with a medical escort and special arrangements with the airline, or they may be able to fly by a less expensive charter flight rather than a true fully staffed air ambulance.

DOM currently pays for fixed wing air ambulance transportation based on a quote from a single provider that is willing to accept Mississippi Medicaid beneficiaries. During FY 2008 and FY 2009, DOM provided reimbursement for forty-eight (48) flights each year. (Note: this information is based on paid claims as of mid-September 2009.) DOM is seeking responses to this RFP to propose how the Contractor would assist DOM to negotiate reasonable rates; and, identify alternatives to air ambulance services that could be less costly and more appropriate to the beneficiary's actual needs. The Offeror's response should detail any experience with arranging fixed wing transports.

The requirements for providing fixed wing air transport are as follows:

Air ambulance providers must be in compliance with the Mississippi State Department of Health licensure requirements and meet all standards set forth by the Mississippi Department of Health Aero Medical Emergency Medical Services regulations. The website address for the Mississippi State Department of Health is [www.msdh.state.ms.us](http://www.msdh.state.ms.us).

The Contractor will evaluate and arrange the most appropriate air transport method based on the beneficiary's medical condition, the reason for the transport, the urgency of the transport, and the destination of the transport. Appropriate air transport may be commercial flight with or without a medical escort, private charter flight (non-air ambulance), or licensed air ambulance.

The Contractor may transport family member(s) and/or caregivers if space and conditions allow. However, there will be no reimbursement for transport of persons other than the beneficiary.

The Contractor shall prior authorize all fixed wing air transportation flights.

The Contractor shall make provisions for retroactive reviews of authorization requests for air ambulance transports in emergencies that occur after business hours, on weekends, and on holidays.

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**1.6 Network of NET Providers**

The Contractor shall establish a network of NET Providers and negotiate reimbursement with qualified transportation entities. The Contractor is encouraged to develop innovative and creative strategies to reduce per trip costs such as providing reimbursement for gasoline and making greater use of fixed-route public transportation.

The Offeror shall submit with its Proposal, Letters of Commitment from NET Providers with whom Contractor intends to negotiate a contract for NET Services. Each Letter of Commitment shall include the number of vehicles by type that the NET Provider operates and the geographic areas in which the NET Provider will operate. The Contractor shall also include in its Proposal the proposed number of vehicles by type as of the anticipated Implementation Date of the NET Broker Program. The Contractor shall include contingency plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is excessively late or is otherwise unavailable for service. The Contractor shall identify NET Providers for bariatric transportation by geographic areas of coverage.

If the Contractor recruits existing NET Providers, the Contractor shall ensure that drivers will continue to drive for the incumbent NET Contractor until coverage under the NET Brokerage Program starts. The Offeror shall include in its Proposal a plan for ensuring that there is no degradation of the current service.

The Contractor shall establish and maintain a good working relationship with NET Providers, Medical Providers and professional associations with which it is required to be in contact in the performance of the Contract.

**1.6.1 Contracts with NET Providers:**

The Contractor shall identify, recruit, and negotiate contracts with NET Providers, including all Modes of Transportation, sufficient to meet the needs of Participants. The Contractor shall secure sufficient NET Provider resources (numbers and types of vehicles, drivers) under contracts so that the failure of any NET Provider to perform will not impede the ability of Contractor to provide NET Services in accordance with the requirements of the Contract. All NET Providers shall be approved by DOM's Medicaid Program to provide NET Services. The Contractor is prohibited from establishing or maintaining contracts with NET Providers that are not approved by DOM or that have been determined to have committed fraud of a state or federal agency or have been suspended, terminated or barred from participation in the Medicaid Program. The Contractor shall terminate a service agreement with a NET Provider when substandard performance is identified or when the NET Provider has failed to take satisfactory corrective action within a reasonable time period. DOM reserves the right to direct the Contractor to terminate any service agreement with a NET Provider when DOM determines it to be in the best interest of the State.

**1.6.1.1 Model Contract:**

The Offeror shall submit with its proposal a model contract that the Contractor intends to use with NET Providers. The model contract for each Mode of Transportation must be pre-approved by DOM. Any deviation from the approved model contract must be approved by DOM. The Contractor shall not use NET Providers with which the Contractor has not executed a contract. The model contract shall address, at a minimum, the following items:

1. Payment administration and timely payment;
2. Modes of transportation;
3. Geographic coverage area(s);
4. Attendant services;
5. Telephone and vehicle communication systems;

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6. Information systems;
7. Scheduling;
8. Dispatching;
9. Pick-up and deliver standards;
10. Urgent Trip requirements;
11. Driver qualifications;
12. Expectations for Door to Door, Hand to Hand, Curb to Curb;
13. Driver conduct;
14. Driver manifest delivery;
15. Vehicle requirements;
16. Back-up service;
17. Quality assurance;
18. Non-compliance with standards;
19. Training for drivers;
20. Confidentiality of Information;
21. Specific provision, that in the instance of default by Contractor, the agreement will pass to DOM or its agent for continued provision of NET Services. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with DOM or its agent subsequent to default action or unless otherwise terminated by DOM at its sole discretion;
22. Indemnification language to protect the State of Mississippi and DOM;
23. Evidence of insurance for vehicle and driver;
24. Submission of documentation as required by DOM; and
25. Appeal and dispute resolution;

**1.6.1.2 Reimbursement of NET Providers**

The Contractor shall provide timely payment to each contracted NET Provider for the services rendered. The Contractor may reimburse NET Providers through any payment arrangement agreeable to both parties, including a sub-capitation arrangement. All payment arrangements must include an incentive or safeguard to ensure Utilization Data for every Encounter is submitted to Contractor. The Offeror must submit with its Proposal a description of its payment methodology, billing system, billing policies, and NET provider instructions and procedures. Any penalties for late submission of reimbursement request must be included in the description. The Contractor's billing policies must include options for electronic submission of invoices by NET Providers. Any future amendments to these policies must be approved by DOM. The Contractor shall make payments to NET Providers for services provided on a timely basis consistent with the Claims Payment Procedure described at 42 U.S.C. § 1396a(a)(37)(A). In particular, the Contractor shall pay at least ninety percent (90%) of all "clean claims" from NET Providers within forty-five (45) days following receipt. Further, the Contractor shall pay at least ninety-nine percent (99%) of all "clean claims" from NET Providers within ninety (90) days following receipt.

For purposes of this Section, a "clean claim" means one that can be processed without obtaining additional information from the NET Provider or from a third party, except that it shall not mean a claim submitted by or on behalf of a NET Provider or Provider who is under investigation for Fraud or Abuse, or a claim that is under review for medical necessity. Complaints or disputes concerning payments for the provision of services as described in this paragraph shall be subject to the Contractor's Provider grievance resolution system.

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**1.6.2 Geographic Coverage Area**

The Contractor shall record the geographic area from which each NET Provider will accept assignments. This shall include county level detail throughout the State; and medical communities in the adjacent states of Alabama, Arkansas, Louisiana, and Tennessee.

The Contractor shall submit for DOM review and approval the NET Provider Network and Geographic Coverage Report, including information for the final subcontracted network, thirty (30) days prior to the Operations Start Date.

**1.6.3 Adequacy of Network**

The Contractor shall ensure that its NET Providers have a sufficient number of vehicles available to meet the timeliness requirements of the NET Broker Program. If DOM identifies insufficient transportation resources in an area of the State, DOM will notify the Contractor, and the Contractor shall have ten (10) business days after the date of such notice in which to develop and implement a plan to recruit sufficient NET Providers to meet the transportation needs of the Participants in the identified area. If the Contractor identifies an area of the state with insufficient transportation resources, the Contractor shall immediately notify DOM, and shall have ten (10) business days in which to recruit sufficient NET Providers to meet the transportation needs of the Participants in the identified area.

**1.6.4 Modes of Transportation**

The following modes of transportation are to be used in NET Brokerage Program:

**Fixed Route:** Transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from the route or the schedule, and picks up passengers at designated stops

**Private Auto:** A Participant's personal vehicle or the personal vehicle of a family member or friend, to which the Participant routinely has access to drive or be transported to routine non-medical locations such as grocery stores, schools and churches

**Basic Vehicle:** A motorized vehicle used for the transportation of passengers whose medical condition does not require use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

**Enhanced Vehicle:** A motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices, or is equipped specifically for the transportation of passengers who cannot sit upright and are required to remain in a lying position during transport. Enhanced Vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

**Fixed Wing Aircraft:** An aircraft used when a Participant needs to be transported over long distances more quickly than ground ambulance or other NET modes of transportation

**Non-Emergency Ambulance:** A motorized vehicle equipped specifically for the transportation of a passenger whose medical condition requires transfer by stretcher with medical supervision. The patient's condition may also require the use of medical equipment, monitoring, aid, care or treatment, including the administration of drugs or oxygen, during the transport

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**Other Transportation:** Any commercial carrier, such as Amtrak, buses (such as Greyhound) or airplanes

**1.6.5 Fixed Route**

The Contractor is encouraged to maximize the utilization of Fixed Route transportation whenever more economical and appropriate. The Contractor shall be familiar with schedules of Fixed Route transportation in communities where it is now available and in areas where it becomes available during the term of the Contract. The Contractor shall distribute or arrange for the distribution of Fixed Route passes to Participants for whom Fixed Route transportation is the most appropriate Mode of Transportation.

The furthest distance a Participant may be required to walk to or from a Fixed Route transportation stop is one half (1/2) mile. If the Contractor determines that Fixed Route transportation is an appropriate Mode of Transportation for a Participant, but the Participant requests a different Mode of Transportation, the Contractor may require the Participant to verify his or her mobility limitations, including, but not limited to, requiring the Participant to supply documentation from his or her physician. The Contractor shall consider the following when determining whether to allow an exception:

1. The Participant's ability to travel independently, including the age of the Participant, and any permanent or temporary debilitating physical or mental condition that precludes use of Fixed Route transportation;
2. The availability of the Fixed Route transportation in the Participant's area or community, including the accessibility of the location to which the Participant is traveling and whether the Participant must travel more than 1/2 of a mile to or from the Fixed Route transportation stop;
3. Inclement weather conditions (including extreme heat or cold) or other pertinent factors that make use of Fixed Route transportation unfeasible;
4. The compatibility of the Fixed Route transportation schedule with the Participant's appointment times for the Covered Medical Service. The schedule of the Fixed Route transportation should allow the Participant to arrive at the drop off location no more than 90 minutes prior to the scheduled appointment time, and will allow the Participant 45 minutes after the estimated time the appointment will end to arrive at the pick-up location; and
5. Any special needs of the Participant which require the coordination of services with other Providers.

**1.6.6 Miscellaneous Operational Rules**

**1. Excessive Distance.** The Contractor may question whether a Covered Medical Service could be provided closer to the Participant's residence. Examples of possible excessive distance requests include a request for NET Services to a Provider that is not in the area where the Participant resides, or a request for NET Services to a Provider that is not in the same county, bordering county or metropolitan area in a bordering state for Participants living in rural areas. Upon approval by DOM the Contractor may deny the request if the Covered Medical Service is available closer to the Participant's residence and a medical certification from a medical provider to certify that the beneficiary is unable to be treated at a closer facility is not obtained. The one exception to the medical certification requirement is transport to the University Medical Center, Jackson, MS.

Generally, in determining if the transport is within reasonable proximity of a Participant, the Contractor shall permit transports to contiguous counties, any bordering counties or parishes in adjoining states (Alabama, Arkansas, Louisiana, and Tennessee) which are considered to be in the area where residents of that Participant's county of residence would conduct shopping and business



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activities.

If a Participant has recently moved to a new area, the Contractor shall allow long distance transportation for up to ninety (90) days if necessary to maintain continuity of care until the transition of the Participant's care to a closer appropriate Provider can be completed. The Contractor shall monitor the frequency of authorizations of NET Services involving Excessive Distance per Participant.

**2. On-Time Arrival.** The driver shall make his presence known to the Participant and wait until at least five (5) minutes after the scheduled pick-up time. If the Participant is not present for pick up, the driver shall notify the NET Provider's dispatcher before departing from the pick-up location. NET Providers cannot change the assigned pickup time without permission from the Contractor. If the NET Provider cannot arrive on time to the pick-up location, the NET Provider or Contractor shall contact the Participant or the Participant's representative and the Provider. No more than two percent (2%) of the scheduled trips shall be late or missed per day.

**3. Travel Time On Board.** For multi-passenger trips, the NET Provider shall schedule trips so that a Participant does not remain in the vehicle for more than 45 minutes longer than the average travel time for direct transportation of that Participant. (This requirement does not apply to commercial air or fixed-wing transports.)

**4. Adverse Weather Plan.** The Contractor shall have a written plan for transporting Participants who need critical medical care during adverse weather conditions. "Adverse weather conditions" includes but is not limited to, extreme heat, extreme cold, hurricane, tropical storms, flooding, tornado warnings and heavy snowfall. The plan shall be submitted to DOM for approval two (2) weeks prior to the Operation Start Date and thereafter upon Agency request.

**5. Choice of NET Provider.** NET Participants do not have freedom to choose transportation by a particular NET Provider. However, the Contractor should strive to maintain existing relationships between NET Providers and Participants, and should try to accommodate a Participant's request for a specific NET Provider in the Contractor's network, especially in the transportation of Participants with Disabilities.

**6. Contractor as a NET Provider.** It is not the intent of the NET Broker Program that the Contractor be a NET Provider in direct competition with other NET Providers. However, in the counties where there is an inadequate number or availability of NET Providers, to ensure available access for Participants, the Contractor may be a NET Provider.

**7. Post-Transportation Authorization Requests.** The Contractor shall develop and implement, with the approval of DOM, a policy to allow for post-transportation authorization of NET Services. Post-transportation authorization shall be allowed in instances when prior authorization was not obtainable, such as services requested when the Call Center was closed. Contractor's post-transportation authorization policy shall ensure that all applicable requirements of pre-transportation authorization are considered for the post-transportation authorization, and shall establish a timeliness requirement for the submission of post-transportation authorization requests. The policy shall include the following Agency policies:

If DOM has received the patient's application for Medical Assistance, but approval of the application has not been issued as of the date of service, the request for post-transportation authorization must be received by the Contractor no later than ninety (90) days following the date of DOM's Notice of Decision approving the application.

If the Participant did not inform the NET Provider of his or her eligibility for Medical Assistance, the request for post-transportation authorization must be received by the Contractor no later than three (3) months following the date of service, but will be considered for payment by the Contractor only if

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there is attached to the request a copy of the NET Provider's dated, private pay bill or collection correspondence, which was addressed and mailed to the Participant each month following the date of service.

**8. Accidents and Incidents.** The Contractor shall document accidents and incidents that occur in conjunction with a scheduled trip when a Participant is present in the vehicle. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip, causing the driver to stop the vehicle, such as a passenger becomes unruly or ill. Details shall be reported in the Accident and Incident Report.

**1.6.7 Denials**

If a request for NET Services is received that meets one of the denial reasons listed below, the Contractor shall deny the request and record the reason(s) for the denial in its information system on the same business day. The Contractor shall generate and mail denial letters to Participants no later than the next business day following the date the denial decision was made. The denial letter shall notify the Participants of the right to appeal the denial. DOM shall work with the Contractor to develop the criteria for sending denial notices. All costs of generating and sending denial notices shall be borne by the Contractor. DOM, in its sole discretion, may add, modify or delete denial reasons without additional payment to the Contractor and without requirement of a Contract amendment. In the event a Participant does not have sufficient information to arrange the transport and has to hang up and call back at a later time, the initial phone call with incomplete information will not be considered a trip denial for reporting purposes.

**1.6.7.1 Denial Reasons**

1. The Participant is not eligible for NET Services on the date of service;
2. The Participant does not have a medical need that requires NET Services;
3. The medical service for which NET Service is requested is not a Covered Medical Service;
4. The Participant has access to Available Transportation;
5. Transportation to the medical service for which NET Service is requested is covered under another Program;
6. The request was for post-transportation Authorization and was not received timely or did not meet established criteria;
7. The medical appointment is not scheduled or was not kept;
8. Contractor cannot confirm that there was a medical appointment;
9. The trip was not requested timely and the request cannot be accommodated because of this;
10. Additional documentation was requested and was not received timely;
11. The Participant refuses the appropriate Mode of Transportation; or
12. The Participant refuses the NET Provider assigned to the trip and another appropriate NET Provider is not available.

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**1.6.8 Timeliness Requirements.**

**Routine NET Services.** The Contractor shall authorize and schedule routine NET Services for ninety-eight percent (98%) of all requests within three (3) business days after receipt of the request. Contractor shall authorize and schedule routine NET Services for 100% of all requests within ten (10) business days after receipt of a request.

**Non-Routine NET Service.** If the Contractor requires additional information in order to authorize a request, the Contractor shall place the request on hold and shall request the additional information within twenty-four (24) hours after receipt of the request. The Contractor shall specify the date by which the additional information must be submitted. Timely requests by the Contractor for additional information shall stay the authorization period. If the additional information is not received by the date specified by the Contractor, the Contractor shall deny the request **except** NET Services to an appointment for chemotherapy, dialysis, and high-risk pregnancy. In those instances, the Contractor shall authorize Single Trips and pursue receipt of necessary information to authorize a Standing Order.

**1.6.9 Validation Checks**

The Contractor's payment procedures shall ensure that NET Provider claims for reimbursement match authorized trips and that the trips actually occurred. The Contractor shall validate that transportation services paid for under the Contract are properly authorized and rendered. The Contractor shall perform validation checks on at least 5% of NET Service requests in a month, both prior to the authorization of the request and after the services are rendered, as specified below. DOM, at its sole discretion, may require validation checks of trips to specific services. Failure to achieve and report the required percentages in the format approved by DOM may result in the assessment of damages.

**1.6.9.1 Pre-transportation**

The Contractor shall conduct pre-transportation validation checks prior to authorizing the request for no fewer than 3% of the NET Services requests received in a month. The Contractor shall contact the Provider and verify that the Participant has an appointment for a Covered Medical Service. The Contractor shall not verify the medical necessity of an appointment. If the Contractor verifies with the Provider that no appointment exists, or that the service is not a Covered Medical Service, the Contractor shall record in its computer system the reason for the failed validation check, and the Contractor shall deny the request. If a pre-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer, the Contractor shall flag the request for a post-transportation validation check, and the attempt at validation shall not be counted toward the 3% requirement.

**1.6.9.2 Post-transportation**

The Contractor shall conduct post-transportation validation checks on no fewer than 2% of the NET Services requests received in a month. The Contractor shall contact the Provider and verify that the Participant had an appointment for a Covered Medical Service. The Contractor shall verify that the Participant received a Covered Medical Service. The Contractor shall not verify the necessity of the transportation or of the medical service, but only that the service occurred. If the Contractor verifies with the Provider that there was no appointment, that the appointment was not kept or that the service was not a Covered Medical Service, the Contractor shall record in its computer system the reason for the failed validation check. If a post-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer after three (3) attempts, the Contractor shall enter into its system information that will alert the Call Center Staff that any future requests to this specific Provider shall be validated before it can be authorized.

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**1.6.9.3 Fixed Route**

The Contractor shall perform pre-transportation and post-transportation validation checks for a percentage of Fixed Route transportation to be established by DOM. The policy for validation of Fixed Route transportation, including the inclusion in the overall 5% validation check requirement, will be developed with input from the Contractor, and agreed upon as part of the Contract negotiation.

**1.7 Vehicle Requirements.**

Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation. The Contractor shall supply all NET Providers with a copy of the ADA vehicle requirements and inspect the vehicles for compliance as required under Section 1.8. Vehicles used for transporting Participants with Disabilities must be in compliance with applicable ADA vehicle requirements in order to be approved for use under this program. Vehicles shall also comply with all federal, state, county or local requirements; and the requirements listed below.

1. The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
2. All vehicles shall have adequately functioning heating and air-conditioning systems and shall maintain a temperature at all times that is comfortable to the Participant.
3. All vehicles shall have functioning seat belts and restraints as required by federal, state, county or local statute or ordinance. All such vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.
4. Each NET Provider shall have at least two (2) seat belt extensions available.
5. For use in emergency situations, each vehicle shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver.
6. All vehicles shall have an accurate, operating speedometer and odometer.
7. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
8. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
9. The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicles.
10. The interior of all vehicles shall be clean and free of torn upholstery, floor or ceiling covering; damaged or broken seats; protruding sharp edges; dirt, oil, grease or litter; or hazardous debris or unsecured items.
11. All vehicles shall be operated within the manufacturer's safe operating standards at all times.
12. All vehicles shall have the NET Provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number

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must appear in lettering that is a minimum of three (3) inches in height and of a color that contrasts with its surrounding background.

13. To comply with confidentiality requirements, no words may be displayed on the vehicle that implies that Medicaid Participants are being transported. The name of the NET Provider's business may not imply that Medicaid Participants are being transported.
14. The vehicle license number, Contractor's toll-free and local phone number shall be prominently displayed on the interior of each vehicle. This information and the Complaint procedures shall be clearly visible and available in written format in each vehicle for distribution to Participants upon request.
15. Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".
16. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
17. All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.
18. Each vehicle shall contain a current map of the applicable geographic area with sufficient detail to locate Participant and Provider addresses.
19. Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires. With the exception of sedans, the fire extinguisher must be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.
20. Insurance coverage for all vehicles at all times during the Contract period shall be in compliance with state law, and any county or city ordinance. The Contractor shall be listed as "an additional interested party" to ensure notification is made to the Contractor in the event of a lapse in insurance coverage.
21. Each vehicle shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
22. The Contractor shall document the lifting capacity of each vehicle in its network in order to route trips to NET Providers that have appropriate lift capacity for Participants.
23. The Contractor shall require that every vehicle in a NET Provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute.
24. The Contractor shall have in its network NET Providers that have the capability to perform bariatric transports of patients up to 800 pounds.
25. Each vehicle which requires the Participant to step-up to enter the vehicle must include a step, or a safe step stool to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, sturdy metal with non skid tread. Under no circumstances will a milk crate, plastic stool or similar substitute be considered a viable alternative for a step stool. Milk crates, plastic stools or similar substitutes shall not be permitted on any vehicle. Step stools must be secured away

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from aisles and doorways while the vehicle is in motion in order to avoid obstructing the paths of passengers in the event of an emergency evacuation.

**1.7.1 Wheelchair Lifts**

Each Wheelchair Vehicle with a mechanical lift must have an engine-wheelchair lift interlock system, which requires the transmission to be placed in park, and emergency brake engaged to prevent vehicle movement when the lift is deployed.

All wheelchair lifts must meet current ADA guidelines.

**1.7.2 Wheelchair Securement Devices**

Each Wheelchair Vehicle shall have, for each wheelchair position, a wheelchair securement device (or “tie-down”) which meets current ADA guidelines.

**1.8 Vehicle Inspection.**

The Contractor shall inspect all NET Providers’ vehicles prior to the Operations Start Date and at least every six (6) months thereafter. The Contractor shall ensure that NET Providers maintain all vehicles to meet or exceed local, State, and federal requirements, and manufacturer’s safety, mechanical, operating, and maintenance standards. In addition, the Contractor shall test all communication equipment during regularly scheduled vehicle inspection.

Upon completion of a successful inspection, an inspection sticker approved by DOM shall be applied to the vehicle. The Contractor shall place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker shall state the license plate number and vehicle identification number of the vehicle. Records of all inspections shall be reported pursuant to Section 1.28.19.

Authorized employees of DOM or the Contractor shall immediately remove from service any vehicle or driver found to be out of compliance with these requirements, or with any State or federal regulations. The vehicle or driver may be returned to service only after Contractor verifies that the deficiencies have been corrected. Any deficiencies, and actions taken to remedy deficiencies, shall be documented and become a part of the vehicle’s and the driver’s permanent records.

The Contractor shall submit the final plan for vehicle inspection, forms, inspection sticker and a list of trained inspectors to DOM at least thirty (30) days prior to the Operations Start Date. The plan shall include the names of all employees or subcontractors who are authorized to inspect the vehicles for Contractor. Inspection forms must have a checklist that includes all the appropriate vehicle inspection requirements of the Contract and of local, State and federal law.

**1.9 Driver Requirements.**

All drivers shall abide by State and local laws.

1. All drivers, at all times during their employment, shall be at least 18 years of age and have a current valid driver’s license to operate the transportation vehicle to which they are assigned.
2. Drivers who receive citations and are convicted of two moving violations or accidents related to transportation provided under the NET Brokerage Program shall be removed from service.
3. Drivers shall not have had their driver’s license suspended or revoked for moving traffic violations in the previous five (5) years.

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4. The Contractor shall require that the NET Provider complies with Mississippi Statute regarding criminal background checks. The Contractor shall verify that the driver is not listed on the Mississippi Sex Offender Registry. The Contractor must ensure that the “Any State” option is utilized to verify that the driver is not listed on the Registry in any State. The Contractor shall conduct criminal background checks on all drivers, and shall include in its Proposal the criteria the Contractor will use to determine if a driver can provide services under the NET Brokerage Program.
5. All drivers shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance.
6. No driver shall use alcohol, narcotics, illegal drugs, over-the-counter medications or prescription medications that impair the ability to perform.
7. All drivers shall wear and have visible a nametag that is easily readable and identifies the employee and the employer.
8. No drivers shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle.
9. Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NET Provider or to call 911 in an emergency.
10. Drivers shall provide an appropriate level of assistance to a Participant when requested or when necessitated by the Participant’s mobility status or personal condition. This includes Curb-to-Curb, Door-to-Door, and Hand-to-Hand assistance, as required. Before departing the drop-off point, the driver shall confirm that the Participant is safely inside the destination. The Driver is responsible for properly securing any mobility devices utilized by the Participant.
11. The driver shall assist the Participant in the process of being seated and confirm that all seat belts are fastened properly, and that all passengers are safely and properly secured.
12. Upon arrival at the destination, the driver shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination.
13. The driver shall not leave a Participant unattended at any time.
14. If a Participant or other passenger’s behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the dispatcher, and request assistance.
15. Drivers with more than one confirmed incident of failure to properly secure a Participant’s wheelchair must be removed from providing services until such time as the NET Provider submits documentation to the Contractor to support that the Driver has been properly trained in the use of securement devices.

**1.10 Provider Daily Trip Logs.**

The Contractor shall require that the NET Providers’ drivers to maintain daily trip logs containing, at a minimum, the information listed below. Fixed Route transportation is excluded from this requirement.

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1. Date of service
2. Driver's name
3. Driver's signature
4. Participant's name
5. Participant's or Attendant's signature
6. Vehicle Identification Number (VIN) or other identifying number on file with the Contractor.
7. NET Provider's Name
8. Request Tracking Number
9. Mode of Transportation authorized
10. Actual drop off time in military time
11. Miles driven per trip odometer
12. Notes, if applicable. At a minimum, the log must show notes in the case of cancellations, incomplete requests, "no-shows", accident and incident.

**1.11 Trip Manifests.**

At least forty-eight (48) hours prior to the trip, the Contractor shall provide a trip manifest to the NET Provider. To ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Contractor shall send trip manifests to the NET Provider by a facsimile device or secure electronic transmission. NET Providers and Contractor shall have dedicated telephone lines available at all times for faxing purposes. The trip manifests supplied to NET Providers shall include all necessary information for the driver to perform the trip, including but not limited to:

1. Request Tracking Number;
2. Participant's name;
3. Participant's phone number;
4. Address and time of the pick-up and the address and time of the appointment for Covered Medical Service(including the name and phone number of facility);
5. Mode of Transportation;
6. Directions to Participant's home, if appropriate;
7. Return trip times, if appropriate;
8. Any special needs of the Participant or instructions to the driver.

If the Contractor sends a trip manifest to a NET Provider less than forty-eight (48) hours before the pick-up time, the Contractor shall also contact the NET Provider by telephone or electronically to confirm that the trip will be accepted. The Contractor shall include provisions regarding these



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requirements in any subcontracts with NET Providers.

**1.12 Real Time Communication**

The Contractor shall require that every vehicle in a NET Provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute. In its Proposal, the Contractor shall detail the communication equipment that will be used to fulfill the requirements of the Contract, including how communication among Participants, Contractor, NET Providers, and drivers will be managed to ensure that there are no delays in services or in emergency relief. The Contractor shall list by name the Management staff that will be responsible for Real Time Communication efficiency.

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

- a. Emergencies such as accidents, incidents, and vehicle breakdowns. In the event of a vehicle breakdown, the driver must notify the NET Provider immediately to report the breakdown and arrange for alternative transportation for the Participant(s) on board.
- b. Cancellation of a trip by a Participant. Contractor shall communicate information regarding cancellations to the NET Provider in an expeditious manner to avoid unnecessary trips.
- c. No-shows. In the event of a no-show, the driver must immediately notify the NET Provider, and the NET Provider must immediately notify Contractor so that the authorization may be cancelled.

**1.13 Monitoring Plan.**

The Contractor shall develop and implement a plan for monitoring NET Providers' compliance with all applicable local, State and Federal laws and regulations. The Contractor shall ensure that NET Providers comply with the terms of their contracts and all NET Provider-related requirements of the Contract, including driver requirements, vehicle requirements, Complaint resolution requirements and the delivery of courteous, safe, timely and efficient transportation services. Monitoring activities shall include, but are not limited to:

1. On-street observations;
2. Accident and incident reporting;
3. Statistical reporting of trips;
4. Analysis of complaints;
5. Driver licensure, driving record, experience and training;
6. Participant safety;
7. Participant assistance;
8. Completion of driver trip logs;
9. Driver communication with dispatcher; and
10. Routine scheduled vehicle inspections and maintenance.

The Contractor shall have written procedures for ensuring that an appropriate corrective action is taken when a NET Provider furnishes inappropriate or substandard services, when a NET Provider

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does not furnish services that should have been furnished, or when a NET Provider is out of compliance with federal or State laws or regulations. Contractor shall report monthly to DOM on monitoring activities, monitoring findings, corrective actions taken, and improvements made by the NET Provider.

Every six (6) months, the Contractor shall conduct a Participant satisfaction survey regarding the NET Brokerage Program. In its Proposal, Contractor shall explain in detail how the surveys will be conducted. The initial six (6) month period shall be the first six (6) months during which Contractor delivers NET Services. The format, sampling strategies and questions of the survey must be approved by DOM prior to use, and DOM may specify questions that are to appear in the survey. The survey topics shall include, but are not limited to: (1) confirmation of a scheduled trip; (2) driver and Contractor staff courtesy; (3) driver and attendant assistance, when required; (4) overall driver behavior; (5) driver safety and operation of the vehicle; (6) condition, comfort and convenience of the vehicle; and (7) punctuality of service. The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which Contractor's staff and the NET Provider's staff interacted with Participants. The survey responses received, and Contractor's analysis of those responses shall be submitted to DOM no later than sixty (60) days after the surveys are taken.

The Offeror's Proposal shall describe in detail the Offeror's approach to and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plans, if any, for surveying specific populations such as Participants with disabilities, family members of Participants, facilities, and Providers.

**1.14 Call Center Requirements**

**1.14.1 Call Center Location and Hours of Operation**

The Contractor shall maintain a Call Center within Hinds, Madison or Rankin County subject to approval by DOM. The Call Center shall include at least one statewide toll-free telephone number for receipt of requests for NET Services and another statewide toll-free telephone number for all participants to call if their ride is more than 15 minutes late. The numbers shall be answered by live operators Monday through Friday, 7:00 a.m. to 6:00 p.m. Central Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Calls placed during hours that the Call Center is not open shall receive a voice message, in English stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, if there is an emergency. The Contractor may also route calls placed during hours that the Call Center is not required by DOM to be open to any call center operated by Contractor staff in any location in the United States of America. Contractor may never route calls outside of the United States of America. The Contractor shall train staff on using services offered by Mississippi Relay for callers who are deaf, hard-of-hearing, deaf-blind or speech disabled. The Contractor shall release and transfer the toll-free telephone number(s) to DOM or a successor Contractor upon termination of the Contract.

**1.14.2 Language Requirements**

Oral contact between the Contractor and a Participant shall be in a language the Participant understands. The Contractor shall employ English-speaking Call Center Staff. If the Participant's language is one other than English, the Contractor shall offer and, if accepted by the Participant, supply interpretive services. If a Participant requests interpretive services by a family member or acquaintance, the Contractor shall not allow such services by anyone who is under the age of 18.

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**1.14.3 Customer Care**

The Contractor shall ensure that its Call Center Staff treats each caller with dignity, and respects the caller's right to privacy and confidentiality. The Contractor shall process all incoming telephone inquiries regarding NET Services in a timely, responsive and courteous manner. Telephone staff shall greet callers and shall identify the Contractor and themselves by name when answering.

**1.14.4 Automatic Call Distribution System**

The Contractor shall operate an automatic call distribution (ACD) system. Callers shall be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded. The ACD and reporting system shall be able to record and aggregate the following information and shall be able to produce the reports listed below daily, weekly, or monthly; as well as any ad hoc reports requested by DOM.

1. The number of incoming calls.
2. The number of calls answered.
3. The average time to answer a call.
4. The number of abandoned calls during the wait in queue for interaction with Call Center Staff.
5. The average abandonment time.
6. The highest abandonment call time.
7. The average talk time.
8. The identity of the Call Center Staff member taking the call and authorizing the request.
9. The daily percentage of abandoned calls and calls answered.
10. The number of available operators by time of day and day of week, in hourly increments.

**1.14.5 Data Analysis**

The Contractor shall analyze data collected from its phone system as requested by DOM and as necessary to perform quality assurance and quality improvement, fulfill the reporting and monitoring requirements of the Contract; and ensure adequate staffing. Upon DOM's request, the Contractor shall document compliance in these areas.

**1.14.6 Multiple Queues**

The Contractor shall route incoming calls to multiple areas of operation, including an English-speaking Participant queue and Provider queues. DOM, in its sole discretion, may require additional queues with written notice to the Contractor, but without making additional payment to the Contractor and without requirement of a Contract Amendment. The Contractor shall obtain DOM approval prior to implementing any queue not required by DOM.

**1.14.7 Sufficient Resources**

The Contractor shall maintain sufficient equipment and Call Center Staff to ensure that, on a monthly basis:

1. The ACD is programmed to answer all calls within three rings;
2. The average queue time after the initial automatic voice response is five minutes or less;
3. The average abandonment rate is no more than 7%;
4. All criteria stated in Section 1.14.4 are captured or met;

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5. Sufficient qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service is available for callers who speak other languages;
6. The Contractor shall record all incoming calls for quality control, program integrity and training purposes. The Contractor shall provide prior notification to the caller that the conversation will be recorded. Contractor shall maintain the recordings for up to twelve (12) months, at the direction of DOM.
7. The Contractor shall monitor at least two (2) "live" calls of each Call Center Staff member on a monthly basis by listening to the conversation as it occurs. The Contractor shall use this monitoring to identify problems or issues, for quality control and training purposes. The Contractor shall document and retain results of this monitoring and subsequent training and submit such documentation to DOM upon DOM's request.
8. In the event of a power failure or outage, the Contractor shall have a battery back-up system capable of operating the telephone system for a minimum of eight hours, at full capacity, with no interruption of data collection identified in this proposal. The Contractor shall notify DOM immediately when its phone system is on battery power or is inoperative. Contractor shall have a manual back-up procedure to allow it to continue to take requests if its computer system is down.
9. The ACD logs shall be maintained daily, tallied and sent to DOM on a monthly basis in the reporting format specified by DOM. The Contractor shall also maintain daily logs on the Telephone Call Center to comply with the Reporting Requirements of the Contract.
10. The Offeror's proposal shall include a detailed description of the proposed ACD system and its capabilities and capacities. The Contractor shall include a sequence of questions and criteria that the Call Center representatives shall use to determine the Participant's eligibility, the appropriate Mode of Transportation, the purpose of the trip and all other pertinent information relating to the trip. All scripts must be approved by DOM prior to use by the Contractor.

**1.15 NET Provider Manual.**

The Contractor shall develop and maintain a NET Provider Manual. The Contractor's NET Provider Manual shall contain all policies and procedures for the NET Brokerage Program. The Contractor shall work closely with DOM on the development of the NET Provider Manual, and must obtain DOM approval prior to release of the Manual. The Manual shall be reviewed, updated, and distributed to all NET Providers annually and whenever changes in operation are made. Updates and changes must be approved by DOM before distribution. DOM shall notify the Contractor in writing if a modification is required, and the Contractor shall incorporate any modifications within ten (10) business days after such notification.

The Contractor shall submit a draft outline of the NET Provider Manual with the Contractor's Proposal. The Contractor shall submit a final completed Manual to DOM for approval no later than thirty (30) days prior to the Operations Start Date. The Contractor shall not begin operations without an approved NET Provider Manual. The Manual shall include, at a minimum, the following:

1. NET Provider enrollment and participation requirements;
2. NET Provider file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;

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5. Vehicle requirements;
6. Limitations and considerations of NET Services to Covered Medical Services

The Contractor shall provide the NET Provider Manual to all NET Providers in Contractor's network and to all Contractor staff. Contractor shall make the NET Provider Manual available electronically through a link on Contractor's website, and shall incorporate the NET Provider Manual into all training programs for NET Providers and Contractor's employees.

**1.16 Participant Education Plan.**

The Contractor shall develop and implement a plan for informing and educating Participants about the NET Brokerage Program. The Contractor shall provide written and verbal instructions to adequately educate Participants, long-term care facilities, local human service agencies, NET Providers, and Providers in the State. The education plan shall emphasize the availability of NET Services, eligibility for these services, Standing Orders, medical documentation of need, and how to request and use NET Services. At least thirty (30) days prior to the Implementation Date, the Contractor shall mail, by first class mail and at Contractor's expense, written materials to inform and educate Participants about the NET Brokerage Program. All written materials developed by the Contractor shall require DOM prior approval. DOM will provide the Contractor with a listing of beneficiaries and addresses.

DOM will provide on its website initial and ongoing notices to Participants regarding the availability of transportation assistance and instructions on how to access it, including a prominent notice that such assistance is available free of charge.

**1.17 Non-Compliant Participants.**

The Contractor shall provide continuing education to Participants who do not comply with established policies and procedures of the NET Brokerage Program. The Contractor may impose transportation options on Participants with excessive incidents of non-compliance.

In the case of Participants who are chronically late or absent for scheduled trips, the Contractor may require the Participant to call when the Participant is ready to be picked up. Neither the Contractor nor the NET Provider may charge Participants for no-shows.

The Contractor shall have an education policy and transportation options for Participants whose behavior en-route threatens the safety of the Participant, driver, or other passengers.

The Contractor shall maintain a record of Participants for whom transportation options are imposed.

**1.18 NET Provider and Medical Provider Training.**

The Offeror's Proposal shall include an overview of the Offeror's plan to educate NET Providers and Medical Providers, including information on training sessions, training materials, ongoing meetings with NET Providers and Providers, and continuing education. A separate training program shall be submitted for NET Providers and Medical Providers. The Contractor shall submit its final plans for educating NET Providers and Providers at least thirty (30) days prior to the Operations Start Date. No later than fifteen (15) business days prior to the Operations Start Date, the Contractor shall conduct NET Provider and Provider training sessions in at least five (5) locations throughout the state. DOM must prior approve these training locations, and DOM may participate in these trainings. The Contractor shall arrange the training sessions, and all costs of the training sessions shall be borne by the Contractor. The training program shall educate and train NET Providers regarding the NET Brokerage Program and train Providers regarding requests for transportation,

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Standing Orders, and documentation of need from Provider. The Contractor shall perform additional NET Provider or Provider training as requested by DOM.

**1.19 Operating Procedures Manual.**

The Contractor shall develop an operations procedures manual detailing all procedures to be used in scheduling and delivery of NET Services. This manual shall be submitted to DOM for review at least thirty (30) days prior to the Operations Start Date. DOM may require modification of the operations procedures manual at any time, and notify the Contractor of the required modification. The Contractor shall modify the operations procedures manual within ten business days of notification. The Contractor shall not begin operations without an approved operations procedures manual. The Contractor shall provide a copy of the operations procedures manual to all the Contractor staff and shall incorporate it into all training programs for new employees.

**1.20 Participant Complaint Resolution and Appeal Process.**

The Contractor shall have a Complaint Resolution process for Participants. Each Complaint shall be assigned a unique tracking number. The Offeror's Proposal shall include a draft Complaint Resolution process. The Contractor shall respond to a complainant within one (1) business day after receipt of a Complaint. The Contractor shall attempt to resolve Complaints in accordance with the Complaint Resolution Process. The Contractor shall work with all parties, and DOM, as necessary, to resolve the Complaint.

Complaint information provided to DOM should include at a minimum:

1. Documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to the specific case being appealed
2. Records and documentation regarding a denial of a NET Service. Records should be maintained as outlined in Section 4.7.6.
3. Comprehensive documentation specific to the particular case.

If DOM overturns the denial and authorizes the NET Services, DOM shall notify the Participant and the NET Provider of the Appeal decision; then the Contractor shall approve the NET Services and reimburse the NET Provider.

The Contractor shall review its complaint resolution process at regular intervals, and shall notify DOM if it determines that an amendment of that process is necessary. The Contractor shall amend the process only with the prior written consent of DOM.

**1.21 NET Provider Complaint Resolution and Grievance Process.**

The Contractor shall establish and maintain a procedure for reviewing Complaints and grievances made by NET Providers. The NET Provider shall be allowed fifteen (15) days to request a review of the decision by the Contractor or DOM or both. Failure to request a review within fifteen (15) days shall be a waiver of the NET Provider's right to request a review.

Each complaint or grievance shall be assigned a unique tracking number. The Contractor's procedures shall be submitted to DOM in writing and approved in writing by DOM. The procedures shall provide for prompt resolution, and ensure the participation of individuals who have authority to require corrective action. The Contractor shall attempt to resolve any complaint in accordance with the Complaint Resolution Process. The Contractor shall work with all parties, and DOM, as necessary, to resolve the Complaint.

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The Contractor shall review its NET Provider Complaint resolution process at regular intervals, and shall notify DOM if it determines that an amendment of that process is necessary. The Contractor shall amend the process only with the prior written consent of DOM.

**1.22 Data Systems Requirements**

The Contractor shall interface with DOM's data system for the purpose of exchanging data files using a mutually agreed upon transfer method. The Contractor shall comply with DOM's written policies and procedures regarding data security and integrity.

**1.22.1 Data Extract Files**

Each week, DOM shall provide the Contractor with Recipient and Provider Extract Files. The recipient extract file will contain eligibility information for all persons enrolled in the Medicaid Program who are eligible to receive NET benefits. The Contractor shall upload the weekly Extract Files within two (2) business days after receipt.

In addition, DOM will provide the Contractor with limited access to the Mississippi Medicaid Information System to verify Participant eligibility as needed for eligibility changes made between extract files.

**1.22.2 Data Capture**

The Contractor shall capture and retain data used to administer the NET Brokerage Program. The data captured and retained shall be sufficient to meet the reporting requirements set forth in Section 1.28. The Contractor's systems shall be capable of capturing additional data elements as required by DOM.

The Contractor must also have the capability to manually enter eligibility data for Participants, including name and MID. The Contractor shall be capable of reconciling the information entered manually against the Daily Recipient Extract File to ensure that the information in Contractor's system is accurate.

**1.22.3 Audit**

The Contractor shall provide DOM access to the Contractor's data systems for auditing and monitoring purposes. Access shall include, but is not limited to, all equipment, systems, and communications software necessary for DOM to obtain utilization information.

The Contractor shall use accurate and reliable software to calculate mileage. The Contractor shall be responsible for the accuracy of the calculation and shall represent such in audit or legal proceedings.

**1.22.4 Web-based Inquiry System**

The Contractor shall establish and maintain a secure web-based inquiry system for NET Providers to access NET Services trip authorization information. This system shall provide access to the current status of all trip requests. The Contractor shall update these records as soon as possible. The Contractor shall provide technical assistance and training to NET Providers regarding use of the Web-based inquiry system.

The web-based inquiry system shall conform to DOM's security requirements including, but not limited to, the following:

- HIPAA Privacy Guidelines

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- HTTPS Web Page
- 128-Bit Encryption
- User Authentication and Authorization

Web-based screens shall conform to the requirements for readability set forth in the Americans with Disabilities Act (ADA). At a minimum, the screens shall provide the following information:

- Summary of Trips for a Date Range
- Summary of Trips by a Participant for a Date Range
- Details of Trips by Request Tracking Number

**1.23 Business Continuity and Disaster Recovery Plan**

The Offeror shall provide in its Proposal a Business Continuity and Disaster Recovery Plan that shall detail the steps the Contractor will take to enable Contractor to continue to meet all requirements of the Contract in the event of a failure of DOM's or the Contractor's data, communication or technical support systems. The plan shall include processes for backup of the Contractor's data systems, phones, and electronic media records in an appropriate location that is protected against fire, theft or Disaster. The Contractor shall ensure that its back-up system minimizes the potential for loss of data. The Contractor will review and update the Business Continuity Plan and Disaster Recovery Plan at least annually.

**1.24 Implementation Work Plan**

The Offeror shall propose an Implementation Work Plan to be maintained throughout the implementation period that includes all tasks required to successfully begin operation of the NET Brokerage Program. The Work Plan shall be sufficiently detailed to satisfy DOM that the work will be performed in a logical sequence, in a timely manner, and with an efficient use of resources. The Contractor shall submit the final Implementation Work Plan electronically and hard copy to DOM no later than fourteen (14) days after the date the Contract is awarded to Contractor. The Work Plan shall include timeframes, milestones for each task during the implementation period, and names of Contractor staff members who will be responsible for each task during the implementation period.

Each task listed in the Implementation Work Plan shall include a description of the activity, a scheduled start date and a scheduled completion date. The types of tasks required to be described in the Implementation Work Plan include, but are not limited to, the following:

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



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8. Participant, NET Provider and Medical Provider education; and
9. Development of required deliverables, including reports, Operations Procedure Manual, NET Providers Manual, eligibility file requirement, utilization data submission procedures, quality assurance plan, business continuity and disaster recovery plan.

**1.25 Readiness Review.**

Approximately two (2) weeks prior to the Operations Start Date, DOM will conduct a Readiness Review of the Contractor, after which DOM may approve the Contractor for implementation. The Contractor must receive written DOM approval of all submission and demonstration requirements prior to the Implementation Date.

Prior to the readiness review the Contractor shall submit the following for DOM review and approval to ensure that each process or item fully and consistently meets DOM's requirements:

1. The Contractor's Information Systems Screen Prints and Logic;
2. The Contractor's Brokerage Process, including authorization, scheduling, dispatch, coordination, management, generation of denial letters, and reimbursement process;
3. The Contractor's Validation Plan;
4. The Contractor's Business Continuity Plan and Disaster Recovery Plan;
5. The Contractor's Final Participant Complaint and Appeal Process;
6. The Contractor's Final Provider Complaint and Grievance Resolution Process;
7. Verification that education of Participants, NET Providers, Providers, and other agencies occurred;
8. Proof of the Contractor's NET Provider network sufficiency;
9. Proof of compliance with vehicle and driver requirements;
10. The Contractor's Vehicle Inspection Plan;
11. The Contractor's NET Provider's Manual;
12. The Contractor's Operations Procedures Manual;
13. The Contractor's reporting capabilities; and

As part of the Readiness Review, the Contractor must demonstrate to DOM that the Contractor's Call Center meets all contract requirements, including reporting capabilities. The Contractor's data system shall meet all Contract requirements, including:

1. The Contractor's data collection;
2. The Contractor's method by which Participant information is recorded by the Contractor and displayed on screens used by Call Center Staff at their work stations;
3. The Contractor's method by which Agency overrides and/or special instructions will be displayed on screens;

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4. The Contractor's ability to determine Participant eligibility;
5. The Contractor's ability to produce denial letters to Participants, NET Providers, and Providers, as appropriate;
6. The Contractor's functionality of the Web-based inquiry system for NET Providers;
7. The Contractor's quality control procedures and edits;
8. The Contractor's reporting capabilities;
9. The Contractor's staff are appropriately trained
10. The Contractor's staff are sufficient to meet the timeliness and telephone system requirements of Section 1.6.8 and Section 1.14.

The Contractor shall have an opportunity to make corrections prior to Operations Start Date and will be required, upon request of DOM, to submit documentation to DOM that corrections have been made.

If The Contractor is not ready to begin operations on the Operations Start Date, The Contractor shall pay any costs DOM may incur if DOM must use services other than those of The Contractor to continue to supply NET Services in the State.

Two (2) weeks prior to the scheduled Operations Date, The Contractor shall begin taking calls for requests for NET Services that are scheduled to be provided on or after the scheduled Operation Start Date. Per Section 1.35, no payment for services prior to the Implementation Date will be made.

**1.26 Quality Assurance Plan**

At least thirty (30) days prior to the Operations Start Date, the Contractor shall submit a final Quality Assurance Plan to DOM for its review and approval. The Quality Assurance Plan shall include at least the following:

1. The Contractor's procedures for certification that all NET Services paid for are properly authorized and actually rendered;
2. The Contractor's plan to develop safeguards against fraud or abuse by NET Providers, Medical Providers, Participants and Contractor staff and fulfill DOM reporting requirements regarding such activity;
3. The Contractor's agreement to indemnify DOM against any causes of actions or claims of payment brought by NET Providers or Participants;
4. The Contractor's plan to ensure that NET Providers meet standards for vehicle maintenance, operation, and inspection; driver qualifications and training; Complaint resolution; and delivery of courteous, safe and timely NET Services.
5. DOM reserves the right to make quality assurance reviews on services provided by the Contractor under the Contract anonymously and without advance notice.

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**1.27 Contract Close Out and Turnover Procedure**

**1.27.1 Turnover Plan.**

The Contractor shall submit a Turnover Plan to DOM within fourteen (14) days after notice of award. The Plan shall provide for an orderly and controlled turnover of the Contractor's responsibilities to a successor Contractor or to DOM at the end of the Contract period or upon termination of the Contract, and minimize the disruption of NET Services to Participants. The plan shall include the proposed approach to turnover; the tasks and subtasks for turnover; a schedule for turnover; the operational resource requirements; any training to be provided; and procedures for the transfer of data, documentation, files, training materials, the operations procedures manual, brochures, pamphlets, and all other written materials and records developed in support of the NET Brokerage Program.

**1.27.2 Turnover Notification and Turnover Period.**

In the event DOM desires a turnover of the duties and obligations of the Contractor to DOM or to a new Contractor upon termination of the Contract, DOM shall give written notification to the Contractor of the need for turnover at least ninety (90) days prior to the termination date of the Contract. The Turnover Period shall begin on the date specified by DOM in the notice and shall continue until DOM determines that all of the Contractor's Contract duties and obligations have been met, even if that date extends beyond the termination date of the Contract. DOM shall provide written instructions in the notice regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data, and information DOM determines are required to provide for an orderly turnover.

**1.27.3 Specific Closeout Requirements.**

The Contractor shall complete all duties required in the Contract with regard to requests for NET Services for dates of services up to and including 11:59 p.m. Central Time on the termination date of the Contract. These duties include, but are not limited to:

1. Scheduling , authorization and provision of NET Services;
2. Successful submission to DOM of all Utilization Data;
3. Generation and sending of all required notices to Providers and Participants;
4. Validation Checks as required in Section 1.6.9; and
5. Submission, and correction as necessary, of all reports required in Section 1.28.

**1.27.4 Agency Access**

During the Turnover Period, Contractor shall allow DOM full remote access, during regular business hours, to all data records, as required in the Contract.

**1.27.5 Specific Turnover Requirements**

At any time prior to DOM's determination that all requirements under the Contract have been completed, DOM may request, and the Contractor shall provide, the following information to DOM:

1. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Contractor prior to 11:59 p.m. Central Time on the termination date of the Contract and that have not been transmitted to DOM for processing.

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2. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Contractor prior to 11:59 p.m. Central Time on the termination date of the Contract and that DOM returned to Contractor as unprocessed with an error code.
3. Information on any other deliverables that are pending as of 11:59 p.m. Central Time on the termination date of the Contract, including, but not limited to, any outstanding Reports, the status of any unresolved Complaints or grievances, and the status of any Agency Appeal hearings that have been scheduled or are in process.

**1.27.6 Contractor Response to Questions**

The Contractor shall answer any written questions from DOM or a new Contractor regarding the review of the information and data that Contractor has transferred to DOM or a new Contractor. The Contractor's answers shall be in writing and shall be submitted to DOM or the new Contractor within five business days after receipt of the question.

**1.27.7 Turnover Meetings**

DOM shall notify the Contractor of the date, time, and location of meeting(s) regarding the closeout or turnover to be held among DOM, the Contractor and any new Contractor. The Contractor shall provide a minimum of two individuals to attend the meetings. The individuals attending shall be proficient and knowledgeable regarding the paper materials and electronic data to be transferred and delivered to DOM or a new Contractor.

**1.27.8 Payment for Turnover**

The Contractor shall not receive payment or reimbursement, other than the final administrative payment to be made under Section 1.35 for the performance of turnover activities, whether Contractor performs those activities before or after the date of Contract termination. The final administrative payment shall be made upon determination by DOM that all requirements under the Contract have been completed.

**1.28 Reporting Requirements**

The Contractor shall provide DOM with the reports specified below in a format that will be provided by DOM prior to the Implementation Date. Report formats may include paper reports or data files. The Contractor shall provide additional reports or make revisions in the data elements or format upon the request of DOM, without additional charge to DOM and without a Contract amendment. Upon request of DOM, the Contractor shall supply the underlying data to support any report submitted. The data shall be in a mutually agreed upon electronic file format. DOM may add or delete reports to be submitted without requiring a Contract amendment. Failure to meet the timeliness standard set forth for each report may, in the sole discretion of DOM; result in the assessment of damages as specified in Section 1.33.2.

**1.28.1 Provider Monthly Report Card.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The report shall detail the following by NET Provider:

1. the total trips (less cancelations) assigned to the NET Provider;
2. the total number of trips for which the NET Provider was late;
3. the total number of trips for which the NET Provider was a No Show;
4. the total number of complaints for which the NET Provider was at fault.

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The Report shall compute the percentage of trips run complaint free and the percentage of A-leg trips that were completed on-time. An A-leg trip is the trip from the Participant's residence to their medical appointment.

**1.28.2 Monthly County Level Detail Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall detail by Mississippi County (out-of-state may be grouped by State name) the total number of trips, total mileage and total cost to the Contractor by Level of Service. The Report shall be further broken down by the following mileage tiers:

1. 10 miles or less;
2. 11 miles to 25 miles;
3. 26 miles to 50 miles;
4. 51 miles or greater.

**1.28.3 Monthly Call Center Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall provide for each business day during the reporting period, the following information:

1. total calls received;
2. total calls answered;
3. total calls abandoned;
4. average abandonment time;
5. average talk time;
6. average speed answered;
7. percentage of calls abandoned
8. percentage of calls answered;
9. highest abandonment time;
10. highest average speed answered.

**1.28.4 Monthly Staffing Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall provide for each business day by hour (starting with 7 A.M. and ending with 6 P.M.) with the total number of fulltime Customer Service Representatives who are immediately available to receive phone calls to arrange transportation services.

**1.28.5 Monthly Customer Service Representative Monitoring Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Contractor shall devise a process to monitor the phone conversations of the Customer Service Representative to evaluate the quality and appropriateness of the services provided to callers. The Contractor may work with DOM to devise an acceptable evaluation scoring process.

The Contractor shall monitor each Customer Service Representative in accordance with 1.14.3. The Report shall detail the following:

1. the name of the employee;
2. the number of calls monitored;
3. the score assigned to each call;
4. description of any deficiency;
5. action taken to correct any deficiency;
6. name of the Supervisor responsible for the employee.

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**1.28.6 Reservation Summary Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Contractor shall provide a report which details the total number of reservations (less cancellations) by Level of Service for each month in the Fiscal Year with cumulative Fiscal Year- to-Date totals. In addition, the Report shall detail by month, the number of standing order trips and the number of single trips.

**1.28.7 Unduplicated Riders by Level of Service Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Contractor shall provide a report which details the following information:

1. total number of unduplicated Participants by Level of Service for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals;
2. the percentage of Participants by month and cumulative for the Fiscal Year for each Level of Service;
3. the total number of eligible Participants (this number will be provided to the Contractor by DOM) by Month;
4. the percentage of unduplicated Participants over the total number of eligibles.

**1.28.8 Monthly Complaint Summary Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall detail the total number of valid complaints by complaint category for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals and a percentage calculation for each complaint category for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals. The complaint categories shall include but are not limited to:

1. Issue with Contractor;
2. NET Provider Late;
3. Issue with NET Provider's Driver;
4. Issue with NET Provider's Vehicle;
5. NET Provider No-Show
6. Complaint by Medical Facility
7. Participant Incident/Injury
8. Other NET Provider Issue

**1.28.9 Monthly Complaint Detail Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall provide for each valid complaint at least the following information:

1. complaint number;
2. Participant's Name;
3. Participant's MIN;
4. name of the complainant;
5. complaint receive date;
6. complaint type;
7. complaint details;
8. to whom the complaint is against;
9. name of the NET Provider;
10. result of the complaint investigation;
11. date of complaint resolution.

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**1.28.10 Monthly Denial Summary Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall detail the total number of denied transports by denial category for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals. The denials categories shall include but are not limited to those denials reasons detailed in 1.6.7.

**1.28.11 Monthly Denial Detail Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall provide the following information for each denied trip during the month:

1. Participant's MID;
2. Participant's name;
3. Participant's address;
4. date of denial;
5. trip ID number;
6. denial reason;
7. Contractor staff who denied the transport.

**1.28.12 Monthly Network Report.**

This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall provide a listing of NET Providers which details the Level of Service available through the NET Provider and the Counties they serve.

**1.28.13 NET Services Scheduled Trip Request Report.**

This Report shall be transmitted as a batch file to DOM upon Agency request and shall contain information regarding each requested trip. The file layout shall be submitted to DOM for approval. The content and layout of these files are subject to change to accommodate the needs of DOM, at no additional cost and without requiring a Contract amendment.

**1.28.14 Provider Training Schedule.**

(Requirements found at Section 1.18) This Report shall be due no later than five (5) days before the start of the month in which training will occur and shall provide the schedule of NET Provider and Provider training sessions for the report month. Any changes to the scheduled training sessions shall be reported immediately, via facsimile transmission, to DOM. This Report shall not include training conducted prior to the Implementation Date.

**1.28.15 Accident and Incident Report.**

The Contractor shall include within the report the details of accidents or incidents, which shall be due within twenty four (24) hours after an accident or incident with injuries and within seventy two (72) hours after an accident or incident without injuries. (Requirements found at Section 1.13)

**1.28.16 Participant Satisfaction Survey Report.**

This Report shall be due no later than the 30<sup>th</sup> day after the end of each six (6) month reporting period and shall provide a summary of the results of the Participant surveys, an analysis of the results, and any actions Contractor has initiated or will initiate based on the survey results. Upon the request of DOM, Contractor shall provide the raw data of the survey results. (Requirements found at Section 1.13)

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**1.28.17 Quarterly Suspected Fraud, Abuse and/or Misuse Summary Report.**

This Report shall be due no later than the 30th day after the end of each calendar quarter and shall include a summary of all cases forwarded to the Office of Inspector General (OIG) and copied to the Contract manager during the previous quarter. The Report shall include the Participant's name and MIN, the NET Provider's name and number, and a brief description of the suspected Fraud, abuse or misuse. (Requirements found at Section 1.33.1.)

**1.28.18 Annual Report.**

This Report shall be due no later than the 60th day following the end of each twelve (12) month period beginning with the Implementation Date. The Report shall include a narrative summary of all NET Brokerage Program activity, Contractor accomplishments, remaining challenges, and Contractor's recommendations.

**1.28.19 Records of Vehicle Inspection.**

(Requirements found at Section 1.8.) This Report shall be due no later than the 15<sup>th</sup> day of the month following the report month. The Report shall include records of all vehicle inspections performed during the month. The Report shall include the license plate number, vehicle identification number, inspection sticker date, Contractor's inspection form, and whether the vehicle passed the inspection.

**1.29 Qualifications of the Offeror**

The Offeror must have the qualifications necessary to perform the Contract, including education, experience and technical ability. The Offeror must have a minimum of two (2) years experience in providing or brokering transportation services. The Offeror shall have experience recruiting NET Providers.

The Offeror shall provide references from all nongovernmental business clients for the immediate past three (3) years. The Offeror shall include references from all governmental entities with which the Offeror has ever done business, or is currently doing business.

The Offeror shall employ personnel solely dedicated to this project who have the expertise to address all operations, policy, telecommunications and data system requirements of the Contract. The Offeror shall employ experienced Management and staff and shall possess the necessary equipment to perform all brokerage and reporting functions specifically required in the Contract and required to fulfill the intent of the NET Brokerage Program.

The Offeror shall have up-to-date knowledge and understanding of the NET Brokerage Program and NET Services in general, including the requirements of the Medicaid Policy Manual, specifically Section 12, Mississippi statutes and regulations and Federal statutes and regulations.

The Offeror shall have experience operating all aspects of a full brokerage NET Services program for a population of at least 30,000 lives, including operating an interactive voice response system and staffing a NET Services customer service telephone system.

The Offeror shall have experience in developing and managing a database of comparable scope to that of DOM, including the ability to submit data via batch mode, provide detailed reports, and the flexibility to produce additional ad hoc reports based on the data collected.

The Offeror shall have expertise in statistical analysis, with particular experience in the area of transportation utilization analysis.



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**1.30 Project Organization and Staffing Requirements**

The Contractor shall submit with its Proposal a chart showing Contractor's entire organizational structure, including all parent entities. This chart must clearly show the relationship of Contractor's proposed project organization to its overall organizational structure. The Contractor shall provide a revised organizational chart at any time a change is made in the organizational structure.

The Contractor shall include a staffing plan that identifies the number, geographic location, duties and qualifications of all staff that will perform duties under the Contract. All staff shall be wholly dedicated to Mississippi's NET Brokerage Program. The staffing plan shall include the job description and requirements for all management staff, including, at a minimum, the Project Manager, Assistant Project Manager, Call Center Management Staff, and Call Center Staff. At least thirty (30) days prior to the Operations Start Date, the Contractor shall submit to DOM for approval résumés for the Project Manager and Call Center Manager. Once the Contractor's staffing plan is approved by DOM, the Contractor may not reduce staffing without DOM approval. If, in its sole discretion, DOM determines that performance standards are not being met, the Contractor shall increase staffing without requiring additional payment.

The Contractor shall employ a full-time Project Manager who shall have day-to-day authority to manage the NET Brokerage Program. The Project Manager shall be available to DOM during regular business hours of Agency operation. The Project Manager shall begin work on the NET Brokerage Program on a full-time basis no later than twenty (20) business days prior to the Operations Start Date. The Contractor shall not hire a new Project Manager without prior approval from DOM.

The Contractor shall employ a Call Center Manager to oversee all functions related to the Call Center. The Contractor shall not hire a new Call Center Manager without prior approval from DOM.

The Contractor shall employ staff who can address the unique needs of Participants while assuring that services are provided in the most economical manner. The Contractor shall employ a sufficient number of trained and experienced staff to perform the services required under the Contract, including staff experienced in communicating with medical personnel. The Contractor shall employ management staff who are experienced in staff development and training, supervision of staff, development and implementation of operations, development and revision of policy and procedures, planning, and Participant and Provider relations, and who have good communications skills, and possess innovative problem solving skills. The Contractor shall employ staff who is able to provide daily on-site data systems support, perform report development and analysis, and perform all required Information System function.

**1.31 Administration Subcontracting**

The Contractor shall list all subcontractors that the Contractor intends to use for any administrative functions of the NET Brokerage Program, other than NET Providers. Additionally, for each subcontractor, the Contractor shall:

1. List the subcontractor's name, address, contact person, and phone number.
2. Detail the exact nature of the subcontractor's responsibility for the NET Brokerage Program, and the projected date the subcontractor will begin work.
3. Detail the time period, scope of work, and quality of performance for any past work performed by the subcontractor in conjunction with Contractor.
4. State the consequences of failure to perform.

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5. Provide five references for the subcontractor.
6. Provide a draft of the proposed subcontract.

**1.32 Hardware and Software.**

The Offeror shall include in its Proposal a letter or letters of intent from each hardware or software company with which the Offeror intends to contract, along with written permission for DOM to contact the company for verification of the proposed agreement. The letters of intent shall be addressed to DOM and be on the company's letterhead, and shall include the contact person's name and phone number and a synopsis of the company's history. For the purpose of this RFP, a letter of intent is a document stating serious intent to carry out certain business activities. It is not a contract or a license.

**1.33 Other Specifications**

**1.33.1 Suspected Fraud, Abuse, and Misuse.** Contractor shall refer suspected fraud, abuse or misuse by Participants, NET Providers, Providers or Contractor staff to DOM's Program Integrity Bureau and Contract Manager within three (3) business days after discovery of the suspected fraud, abuse or misuse. The Program Integrity Bureau contact name and address will be provided by DOM prior to the Operations Start Date. The referral shall detail the NET Provider's name and number, the Participant's name and MIN, the Provider's name and number and a narrative of all information Contractor has regarding the suspected fraud, abuse or misuse, including whether Contractor was able to verify that the Participant was transported to or from a source of medical care. Contractor's staff and management shall be available and shall fully cooperate with any OIG or law enforcement investigations or review. Contractor shall require adherence with these requirements in any contracts it enters into with subcontractors, NET Providers or Providers.

**1.33.2 Liquidated Damages.** Because performance failures by the Contractor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Contractor pursuant to this section, and deduct the amount of the damages from any payments due the Contractor. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Contractor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM will give written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have thirty (30) days from the date of the notice in which to dispute DOM's determination. Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess damages between \$1 and \$5,000 for each failure that occurs or remains uncorrected.

1. Failure of Contractor to correctly authorize, schedule and provide NET Services, where DOM determines that there is a pattern of such failures.
2. Failure by Contractor to educate Participants, Providers and NET Providers, where DOM determines that there is a pattern of such failures.
3. Failure by Contractor to maintain a current NET Provider Manual or Operations Procedures Manual.
4. Failure by Contractor to ensure that drivers and vehicles meet the minimum requirements, or failure by Contractor to perform required vehicle inspections.
5. Failure by Contractor to maintain a NET Provider network adequate to meet the needs of the Contract, as determined by Agency.

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6. Failure by Contractor to make timely payment to NET Providers as required in Section 1.6.1.2, where DOM determines that there is a pattern of such failures.
7. Failure by Contractor to meet the quality assurance and monitoring requirements, including Customer Satisfaction Survey, detailed in the quality assurance plan and monitoring plan.
8. Failure by Contractor to develop or maintain all required electronic and data systems.
9. Failure by Contractor to meet in any month one or more of the criteria required in Section 1.14.
10. Failure by Contractor to maintain staffing levels, including the number and qualifications of staff, and provision of key positions that are outlined in Section 1.29.
11. Failure by Contractor to conduct pre-transportation and post-transportation validation checks as required in Section 1.6.
12. Failure by Contractor to authorize and schedule NET Services within the timeframes set forth in Section 1.6.
13. Failure by Contractor to submit by the due date any report, data or other material required by the Contract, other than Utilization Data. DOM will give written notice to Contractor, via fax, overnight mail or through regular mail, of the late report, data or material. Contractor shall have thirty (30) days following receipt of the notice in which to cure the failure by submitting the complete and accurate report, data or material. If the report, data or material has not been submitted within the thirty (30) day period, DOM, without further notice, may assess damages, and, beginning at each fifteen (15) day period in which the complete and accurate report, data or material has not been submitted, and retroactive to the original due date, DOM may make a separate damages assessment for each fifteen (15) day period.
14. Failure of Contractor to meet the accuracy requirements for submission of Utilization Data as stated in Section 1.28.2, including an acceptance rate of at least 98%.
15. Failure of Contractor to submit the Utilization Data Report on the day of the week specified by DOM, per Section 1.28.2, may result in the assessment of damages of up to \$1,000 per day for each day the Report is late.
16. Failure of Contractor to submit all Utilization Data within five (5) months after the date of service, where DOM determines that there is a pattern of such failures, may result in the assessment of damages of up to \$10,000 per occurrence.
17. Failure of Contractor to comply with the close out and turnover requirements of Section 1.27 may result in the assessment of damages of up to \$25,000, which, if imposed, shall be deducted from the final payment to be made to Contractor.
18. Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract not specifically enumerated herein.

**1.33.3 Expansion**

In an effort to ensure that maximum efficiencies are utilized for all transportation programs that are the responsibility of the State, DOM may determine that it is necessary to expand transportation services to include services or populations that are not currently covered by the Contract. If DOM determines that an expansion is necessary, Contractor and Agency shall negotiate in good faith the cost to expand transportation services.

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**1.34 Term of Contract**

This Contract shall begin effective April 1, 2010 and shall continue until June 30, 2013. The Contract may be renewed, at the option of DOM, for a one (1) year period. If DOM, in its sole good faith discretion, determines that an extension of the Contract is necessary to provide adequate time for turnover to a new Contractor, the Contractor shall accept such Contract extension, at the same administrative payment rate in place in the month prior to the extension, for a period of up to six months.

**1.35 Contractor Payment**

The Offeror must provide a fixed price for the services requested for each phase of the contract. Any travel, lodging and per diem or related expenses must be included in the proposed pricing. Any travel performed in conjunction with performing the responsibilities of this contract shall not include any profit for the Contractor. The Offeror must submit, as part of the proposal, a timeline to include schedule of deliverables with associated payments and due dates.

**Implementation Phase**

The Contractor shall be paid an implementation price of no more than the actual implementation costs up to the amount specified in the Contractor's proposal set forth in Appendix A. The incumbent Contractor is not eligible for receipt of this payment, except for actual expenses incurred to acquire the infrastructure to support an increase in required staffing as specified in this RFP and approved by DOM. Payment of the implementation cost shall be made by DOM in two installments during the implementation phase of the contract. The schedule for the two payments will be determined within thirty (30) days of the contract signing and based on milestones and deliverables. The total bid price for implementation must be entered on line 1 of Appendix A.

**Operation Phase**

Effective July 1, 2010, the Contractor will be paid on a monthly basis in accordance with the Contractor's bid price proposals set forth in Appendix A which shall be firm and fixed for the period of the contract.

**Turnover Phase**

No specific or lump-sum payment shall be made by DOM for Turnover Phase services. Payment for such services shall be encompassed in the Operations Phase.

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**2 OVERVIEW**

**2.1 PURPOSE**

The mission of the Non-Emergency Transportation (NET) program is to improve access to covered medical services for person eligible for the Medicaid program. The objectives of the NET program are to ensure that transportation services made available through the program are:

- similar in scope and duration throughout the state
- consistent with the best interests of the state's Medicaid beneficiaries
- prompt, cost-effective, and efficient.

NET services include ground and air services. These services are available to individuals eligible for Medicaid when these persons have demonstrated that they have no other means of transportation to utilize in accessing medical assistance. NET services are those that are not needed within 72 hours from the request for services.

**2.2 AUTHORITY**

This RFP is issued under the authority of Title XIX of the Social Security Act as amended, implementing regulations issued under the authority thereof and under the provisions of the Mississippi Code of 1972 as amended. All prospective contractors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid executed proposal by any prospective contractor shall constitute admission of such knowledge on the part of each prospective contractor. Any proposal submitted by any prospective contractor which fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

Medicaid is a program of medical assistance for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended.

In Mississippi, the Medicaid program began on January 1, 1970. The program is administered in Mississippi by the Division of Medicaid, Office of the Governor, by authority of Section 43-13-101 et seq. of the Mississippi Code of 1972. Services are provided through a fee-for-service arrangement with a variety of medical providers. The Mississippi Division of Medicaid has no managed care programs.

In addition, Section 1902 (a) (30) (A) of the Social Security Act requires that State Medicaid Agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure "efficiency, economy and quality of care."

**2.3 ORGANIZATIONS ELIGIBLE TO SUBMIT PROPOSALS**

To be eligible to submit a proposal, an Offeror must provide documentation for each requirement as specified below:

1. The Offeror has not been sanctioned by a state or federal government within the last 10 years.
2. The Offeror must have experience in contractual services providing the type of services described in this RFP.
3. The Offeror must be able to provide each required component and deliverable as detailed in the Scope of Work.

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**2.4 PROCUREMENT APPROACH**

The major steps of the procurement approach are described in detail in Section 5 of this RFP. Proposals must be submitted in two parts: Technical Proposal and Business Proposal. The format and content are each specified in Sections 6 and 7 of this RFP.

**2.5 ACCURACY OF STATISTICAL DATA**

All statistical information provided by DOM in relation to this RFP represents the best and most accurate information available to DOM from DOM records at the time of the RFP preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data and should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for Contract rejection by any Offeror. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after Contract award. Statistical information is available on the DOM web site.

**2.6 ELECTRONIC AVAILABILITY**

The materials listed below are on the Internet for informational purposes only. This electronic access is a supplement to the procurement process and is not an alternative to official requirements outlined in this RFP. The DOM web site is [www.dom.state.ms.us](http://www.dom.state.ms.us).

1. This RFP and RFP Questions and Answers (following official written release of responses)
2. Division of Medicaid Annual Reports
3. Provider Manuals and Bulletins

**2.7 ADDITIONAL INFORMATION**

Public financial information is available at <http://merlin.state.ms.us> under the Public Access query section.

DOM's website is <http://www.medicaid.ms.gov>

State of Mississippi portal is <http://www.mississippi.gov>

State Personnel Board/Personal Services Contract Review Board Regulations can be found at <http://www.spb.state.ms.us>

No other information will be made available to potential Offerors.

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**3 MISSISSIPPI MEDICAID PROGRAM INTRODUCTION**

**3.1 HISTORY AND LEGAL BASE**

Medicaid is a program of medical assistance for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended. In Mississippi, the Medicaid program began on January 1, 1970. The program is administered in Mississippi by the Division of Medicaid, Office of the Governor by authority of Section 43-13-101 et seq. of the Mississippi Code of 1972.

**3.2 SERVICES OF THE MISSISSIPPI MEDICAID PROGRAM**

Information concerning services covered by Mississippi Medicaid can be found on the bids/proposals page of DOM web site [www.medicaid.ms.gov](http://www.medicaid.ms.gov).

**3.3 DOM ORGANIZATION AND FUNCTIONS**

Additional information concerning DOM organization and functions can be found on the bids/proposals page of DOM web site [www.medicaid.ms.gov](http://www.medicaid.ms.gov).

**3.4 DOM ANNUAL REPORT**

The DOM Annual Report Summary provides information on beneficiary enrollment, program funding and expenditures broken down by types of services covered in the Mississippi Medicaid program for the respective fiscal years. The Annual Reports are available on DOM web site [www.medicaid.ms.gov](http://www.medicaid.ms.gov).

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**4 TERMS AND CONDITIONS**

**4.1 GENERAL**

The contract between the State of Mississippi and the Contractor shall consist of 1) the contract and any amendments thereto; 2) this request for proposals (RFP) and any amendments thereto; 3) the Contractor's proposal submitted in response to the RFP by reference and as an integral part of this contract; 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the contract and its amendments shall govern. In the event that an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur.

However, DOM reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict or ambiguity with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP and its amendments shall govern.

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection or on the web at [www.spb.state.ms.us](http://www.spb.state.ms.us).

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change will be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. In some instances, the contract amendment must be approved by CMS before the change becomes effective.

All rates set by the contractor for delivery of services must be actuarially sound and certified prior to submission of the terms.

The only representatives authorized to modify this contract on behalf of DOM and the Contractor are shown below:

Contractor: Person(s) designated by the Contractor

Division of Medicaid: Executive Director

**4.2 PERFORMANCE STANDARDS, ACTUAL DAMAGES, LIQUIDATED DAMAGES, AND RETAINAGE**

DOM reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services required pursuant to this contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the scope of work may be assessed as specifically set forth in each performance standard. The Contractor shall be given 15 days notice to respond before DOM makes the assessment. The assessments will be offset against the subsequent monthly payments to the Contractor. Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or state or federal law. If liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

If the Contractor's failure to perform satisfactorily exposes DOM to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, DOM may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. If costs are incurred, DOM shall account to the Contractor and return any excess to the Contractor. If the retainage is not sufficient, the Contractor shall immediately reimburse DOM the difference or DOM may offset from any payments due the



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Contractor. The Contractor will cooperate fully with the retained Contractor and provide any assistance it needs to implement the terms of its agreement for services for retainage.

**4.3 TERM OF CONTRACT**

DOM will award a Contract based on proposals. The Contract period begins the day the contract is executed by both parties. The Contract operational period begins July 1, 2010, and shall terminate on June 30, 2013. DOM may have, under the same terms and conditions as the existing contract, an option for up to a one-year extension, provided DOM obtains approval from the Personal Services Contract Review Board to allow an extension period.

**4.3.1 Stop Work Order**

1. Order to Stop Work - DOM Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to an extension. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Contract Administrator shall either
  - a. Cancel the stop work order; or
  - b. Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.
2. Cancellation or Expiration of the Order - If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, only if
  - a. The stop work order or extension results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - b. The Contractor asserts a claim for such an adjustment within 30 days after the end of the stop work order or extension.
3. Termination of Work - If a stop work order or extension is not canceled and the work covered by such stop work order or extension is terminated for default or convenience, adjustment to the contract price will be negotiated between DOM and the Contractor.

**4.3.2 Termination of Contract**

The Contract resulting from this RFP may be terminated by DOM as follows:

1. For default by the Contractor
2. For convenience
3. For the Contractor's bankruptcy, insolvency, receivership, liquidation
4. For non-availability of funds

At DOM's option, termination for any reason listed herein may also be considered termination for convenience.

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**4.3.2.1 Termination for Default by the Contractor**

DOM may immediately terminate this contract in whole or in part whenever DOM determines that the Contractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to resolve such failure within a period of time specified by DOM, after considering the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by DOM of any such failure to satisfactorily perform its contractual duties and responsibilities, DOM may notify the Contractor of the failure and establish a reasonable time period in which to resolve such failure. If the Contractor does not resolve the failure within the specified time period, DOM will notify the Contractor that the contract in full or in part has been terminated for default. Such notices shall be in writing and delivered to the Contractor by certified mail, return receipt requested, or in person.

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

In the event of Termination for Default, in full or in part as provided by this clause, DOM may procure, upon such terms and in such manner as DOM may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to DOM for any excess costs for such similar supplies or services for the remainder of the contract period. In addition, the Contractor shall be liable to DOM for administrative costs incurred by DOM in procuring such similar supplies or services.

In the event of a termination for default, the Contractor shall be paid for those deliverables which the Contractor has delivered to DOM. Payments for completed deliverables delivered to and accepted by DOM shall be at the contract price.

The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**4.3.2.2 Termination for Convenience**

DOM may terminate performance of work under the contract in whole or in part whenever for any reason DOM shall determine that such termination is in the best interest of DOM.

In the event that DOM elects to terminate the contract pursuant to this provision, it shall notify the Contractor by certified mail, return receipt requested, or delivered in person. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least 30 days from the date of receipt of the notice by the Contractor.

Upon receipt of Notice of Termination for convenience, the Contractor shall be paid the following:

- The contract price(s) for completed deliverables delivered to and accepted by DOM;
- A price commensurate with the actual cost of performance for partially completed deliverables.

**4.3.2.3 Termination for the Contractor Bankruptcy**

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under

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the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, DOM may, at its option, terminate this contract in whole or in part.

In the event DOM elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise DOM.

The Contractor shall ensure and shall satisfactorily demonstrate to DOM that all tasks related to the subcontract are performed in accordance with the terms of this contract

**4.3.2.4 Availability of Funds**

It is expressly understood and agreed that the obligation of DOM to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide or the State of Mississippi to appropriate funds, or the discontinuance, or material alteration of the program under which the funds were provided or if funds are not otherwise available to the State, the State shall have the right upon 10 working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**4.3.3 Procedure on Termination**

**4.3.3.1 Contractor Responsibilities**

Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

Stop work under the contract on the date and to the extent specified in the Notice of Termination;

Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;

Complete the performance of the work not terminated by the Notice of Termination;

Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest;

Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;

Promptly transfer all information necessary for the reimbursement of any outstanding claims; and

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Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DOM or its designated contractor following termination of the contract for any reason.

**4.3.3.2 DOM Responsibilities**

Except for Termination for Contractor Default, DOM will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DOM. The Contractor shall be reimbursed for partially completed deliverables at a price commensurate with actual cost of performance.

In the event of the failure of the Contractor and DOM to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, DOM shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right of appeal, as stated under Disputes (Paragraph 4.9.6) from any such determination made by DOM.

**4.3.4 Assignment of the Contract**

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without written consent of DOM. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract. No approval by DOM of any assignment may be deemed to obligate DOM beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

**4.3.5 Excusable Delays**

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this Contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control.

**4.3.6 Applicable Law**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.

**4.4 NOTICES**

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 4.3, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that

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require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager  
Contractor  
Street Address  
City, State Zip Code

In case of notice to DOM:

Executive Director  
Division of Medicaid  
550 High St., Suite 1000  
Jackson, Mississippi 39201

Copy to Contract Administrator, DOM

**4.5 COST OR PRICING DATA**

If DOM determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Contractor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

**4.6 SUBCONTRACTING**

The Contractor is solely responsible for fulfillment of the Contract terms with DOM. DOM will make Contract payments only to the Contractor.

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of DOM. The Contractor shall notify DOM not less than thirty (30) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

Approval of any subcontract shall neither obligate DOM nor the State of Mississippi as a party to that subcontract nor create any right, claim, or interest for the subcontractor against the State of Mississippi or DOM, their agents, their employees, their representatives, or successors.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract.

The Contractor shall be solely responsible for the performance of any subcontractor under such subcontract approved by DOM.

The Contractor shall give DOM immediate written notice by certified mail, facsimile, or any other carrier that requires signature upon receipt of any action or suit filed and prompt notice of any claim made against the Contractor or Contractor which in the opinion of the Contractor may result in litigation related in any way to the Contract with DOM.

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**4.7 PROPRIETARY RIGHTS**

**4.7.1 Ownership of Documents**

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, DOM shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of DOM, but DOM shall reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

**4.7.2 Ownership of Information and Data**

DOM, The Department of Health and Human Services (DHHS), The Centers for Medicare and Medicaid Services (CMS), the State of Mississippi, and/or their agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under any contract resulting from this RFP.

The Contractor agrees to grant in its own behalf and on behalf of its agents, employees, representatives, assignees, and contractors to DOM, DHHS, CMS and the State of Mississippi and to their officers, agents, and employees acting in their official capacities a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, reproduce, translate, deliver, and dispose of all such information now covered by copyright of the proposed Contractor.

Excluded from the foregoing provisions in this Section 4.7.2, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independently of this Contract. Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under federal and state law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

**4.7.3 Public Information**

Offerors must bind separately those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Sections 25-61-9 and 79-23-1, et seq. of the Mississippi Code Annotated of 1972, as amended.

**4.7.4 Right of Inspection**

DOM, the Mississippi Department of Audit, The Department of Health and Human Services (DHHS), The Centers for Medicare and Medicaid Services (CMS), the Office of Inspector General (OIG), the General Accounting Office (GAO), or any other auditing agency prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor must provide access to all facilities and assistance for DOM and Mississippi Audit Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff will be coordinated through DOM and its staff.

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**4.7.5 Licenses, Patents and Royalties**

DOM does not tolerate the possession or use of unlicensed copies of proprietary software. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software.

The Contractor, without exception, shall indemnify, save, and hold harmless DOM and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon DOM's alteration of the article. DOM will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for DOM the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives is reasonably available, the Contractor agrees to take back the article and refund the total amount DOM has paid the Contractor under this contract for use of the article.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**4.7.6 Records Retention Requirements**

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other federal or State personnel. All records, including training records, pertaining to the Contract must be readily retrievable within three (3) workdays for review at the request of DOM and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the Contract and for a period of five (5) years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

**4.8 REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents by executing this contract that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

**4.9 INTERPRETATIONS/CHANGES/DISPUTES**

In the event of a conflict in language among any of the components of the contract, the RFP shall govern. DOM reserves the right to clarify any contractual relationship in writing and such clarification will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of DOM.

The contract represents the entire agreement between the Contractor and DOM and it supersedes all prior negotiations, representations, or agreements, either written or oral between the parties hereto relating to the subject matter hereof.

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**4.9.1 Conformance with Federal and State Regulations**

The Contractor shall be required to conform to all federal and state laws, regulations, and policies as they exist or as amended.

In the event that the Contractor requests that the Executive Director of DOM or his/her designee issue policy determinations or operating guidelines required for proper performance of the contract, DOM shall do so in a timely manner. The Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

**4.9.2 Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

**4.9.3 Contract Variations**

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both DOM and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

**4.9.4 Headings**

The headings used throughout the contract are for convenience only and shall not be resorted to for interpretation of the contract.

**4.9.5 Change Orders and/or Amendments**

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to DOM within thirty (30) days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Dispute Clause of this Contract. Nothing in this case, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

If the parties are unable to reach an agreement within thirty (30) days of DOM receipt of the Contractor's cost estimate, the Executive Director of DOM shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by DOM subject to the Contractor's right to appeal the Executive Director's determination of the price pursuant to the Disputes Section. Nothing in this clause shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

The rate of payment for changes or amendments completed per contract year shall be at the rates specified by the Contractor's proposal.



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At any time during the term of this contract, DOM may increase the quantity of goods or services purchased under this contract by sending the Contractor a written amendment or modification to that effect which references this contract and is signed by the Executive Director of DOM. The purchase price shall be the lower of the unit cost identified in the Contractor's proposal or the Contractor's then-current, published price. The foregoing shall not apply to services provided to DOM at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

**4.9.6 Disputes**

Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DOM who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Attorney General a written request to render an interpretation addressed to the Office of the Attorney General, 550 High St., Suite 1200, Jackson, Mississippi 39205. The interpretation of the Attorney General or his duly authorized representative shall be final and conclusive. The Contractor and DOM shall be afforded an opportunity to be heard and to offer evidence in support of their interpretations. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

**4.9.7 Cost of Litigation**

In the event that DOM deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which DOM prevails. Neither the State of Mississippi nor DOM shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against DOM regarding the provisions of the contract. Legal action shall include administrative proceedings.

**4.9.8 Attorney Fees**

The Contractor agrees to pay reasonable attorney fees incurred by the State and DOM in enforcing this agreement or otherwise reasonably related thereto.

**4.10 INDEMNIFICATION**

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors against any and all liability, loss, damage, costs or expenses which DOM may sustain, incur or be required to pay: 1.) by reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2.) by reason of the Contractor or its employee, agent, or person within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited to DOM or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.

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The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors against any and all liability, loss, damages, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1.) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2.) breaching in any manner the confidentiality required pursuant to federal and state law and regulations.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

If in the reasonable judgment of DOM a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by DOM or by another resource without unduly interfering with the continued performance of the Contractor, DOM may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse DOM for the reasonable cost of those services. DOM may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

**4.10.1 No Limitation of Liability**

Nothing in this contract shall be interpreted as excluding or limiting any liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor, or for damages incurred in the negligent performance of duties by the Contractor, or for the delivery by the Contractor of products that are defective, or for breach of contract or any other duty by the Contractor. Nothing in the contract shall be interpreted as waiving the liability of the Contractor for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense related to the Contractor's conduct or performance under this contract.

**4.11 STATUS OF THE CONTRACTOR**

**4.11.1 Independent Contractor**

It is expressly agreed that the Contractor is an independent Contractor performing professional services for DOM and is not an officer or employee of the State of Mississippi or DOM. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and DOM.

The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, DOM, in its sole discretion, may terminate this contract.

The Contractor shall not purport to bind DOM, its officers or employees nor the State of Mississippi to any obligation not expressly authorized herein unless DOM has expressly given the Contractor the authority to do so in writing.

The Contractor shall give DOM immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Contractor's ability to perform.

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No other agreements of any kind may be made by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under this contract or used in the operation of this program without the written approval of DOM. Specifically, DOM reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract.

In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or the Division of Medicaid except within the confines of its role as a contractor for the Division of Medicaid. DOM's approval must be received in all instances in which the Contractor distributes publications, presents seminars, presents workshops, or performs any other outreach.

The Contractor shall not use DOM's name or refer to the contract directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from DOM.

**4.11.2 Employment of DOM Employees**

The Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of DOM, without the written consent of DOM. Further, the Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the contract, any former employee of DOM who has not been separated from DOM for at least one year, without the written consent of DOM.

The Contractor shall give priority consideration to hiring interested and qualified adversely affected State employees at such times as requested by DOM to the extent permitted by this contract or state law.

**4.11.3 Conflict of Interest**

No official or employee of DOM and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate federal law enforcement officers for review.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed including subsidiaries or entities that could be misconstrued as having a joint relationship, and to employment by the Contractor of immediate family members of Medicaid providers.

**4.11.4 Personnel Practices**

All employees of the Contractor involved in the Medicaid function will be paid as any other employee of the Contractor who works in another area of their organization in a similar position. The Contractor shall develop any and all methods to encourage longevity in Contractor's staff assigned to this contract.

Employees of the Contractor shall receive all benefits afforded to other similarly situated employees of the Contractor.

The Contractor must agree to sign the Drug Free Workplace Certificate (Exhibit 1).

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**4.11.5 No Property Rights**

No property rights inure to the Contractor except for compensation for work that has already been performed.

**4.12 EMPLOYMENT PRACTICES**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability.

Such action shall include, but is not limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related state laws and regulations, if any.

The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and the Mississippi Human Rights Act of 1977.

If DOM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, DOM reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

**4.13 RISK MANAGEMENT**

The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by DOM, or imposition of penalties by DOM.

On or before beginning performance under this Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

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**4.13.1 Workers' Compensation**

The Contractor shall take out and maintain, during the life of this contract, workers' compensation insurance for all employees employed at the project in Mississippi. Such insurance shall fully comply with the Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

**4.13.2 Liability**

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP.

The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this RFP; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this RFP. The Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

**4.14 CONFIDENTIALITY OF INFORMATION**

**4.14.1 Confidentiality of Beneficiary Information**

All information as to personal facts and circumstances concerning Medicaid beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of DOM and the written consent of the enrolled beneficiary, his attorney, or his responsible parent or guardian, except as may be required by DOM.

The use or disclosure of information concerning beneficiaries shall be limited to purposes directly connected with the administration of the contract.

All of the Contractor officers and employees performing any work for or on the contract shall be instructed in writing of this confidentiality requirement and required to sign such a document upon employment and annually thereafter.

The Contractor shall notify DOM promptly of any unauthorized possession, use, knowledge or attempt thereof, of DOM's data files or other confidential information. The Contractor shall promptly furnish DOM full details of the attempted unauthorized possession, use or knowledge, and assist in investigating or preventing the recurrence thereof.

**4.14.2 Confidentiality of Proposals and Contract Terms**

After award of the contract, all Offeror's proposals, including those terms bid in the Business Proposal, are subject to disclosure under the State's Access to Public Records Act and the Federal Freedom of Information Act. Information specified by an Offeror as proprietary information shall be available for disclosure as provided by State statute.

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or

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completion of this agreement. The parties agree that this provision is subject to and superseded by Miss. Code Ann. Section 25-61-1, et seq. regarding Public Access to Public Records.

**4.15 THE CONTRACTOR COMPLIANCE ISSUES**

The Contractor agrees that all work performed as part of this contract will comply fully with administrative and other requirements established by federal and state laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.

**4.15.1 Federal, State, and Local Taxes**

Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

**4.15.2 License Requirements**

The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

**4.15.3 HIPAA Compliance**

The Contractor must ensure that all work supports the HIPAA Security Rules and sign a HIPAA Business Associate Agreement.

**4.15.4 Site Rules and Regulations**

The Contractor shall use its best efforts to ensure that its employees and agents, while on DOM premises, shall comply with site rules and regulations.

**4.15.5 Environmental Protection**

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor federal agency and the U. S. EPA Assistant Administrator for Enforcement.

**4.15.6 Lobbying**

The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under Title 31, Section 1352, U.S. Code. Failure to file the required certification shall be subject to civil penalties for such failure.

The Contractor shall abide by lobbying laws of the State of Mississippi.

**4.7.15 Bribes, Gratuities and Kickbacks Prohibited**

The receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise there from.

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**4.15.8 Small and Minority Businesses**

DOM encourages the employment of small business and minority business enterprises. Therefore, the Contractor shall report, separately, the involvement in this contract of small businesses and businesses owned by minorities and women. Such information shall be reported on an invoice annually on the contract anniversary and shall specify the actual dollars contracted to-date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted for with such businesses on this contract.

**4.15.9 Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state's laws and regulations.

**4.15.10 Compliance with the Mississippi Employment Protection Act**

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following:

(a) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to

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three (3) years with notice of such cancellation/termination being made public, or (b) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) Both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state's laws and regulations.

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**5 PROCUREMENT**

**5.1 APPROACH**

The procurement process provides for the evaluation of proposals and selection of the winning proposal in accordance with federal law and regulations and state law and regulations, specifically, by appropriate provisions of the State Personal Service Contract Review Board Regulations which is available for inspection at 301 N. Lamar St., Jackson, Mississippi or on the web at [www.spb.state.ms.us](http://www.spb.state.ms.us).

Separate technical and business proposals must be submitted simultaneously but will be opened at different stages of the evaluation process. Technical Proposals will be thoroughly evaluated in order to determine point scores for each evaluation factor. The evaluation and selection process is described in more detail in Section 8 of this RFP.

Submission of a proposal constitutes acceptance of the conditions governing the procurement, including the evaluation factors contained in Section 8 of this RFP, and constitutes acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE OFFEROR BEING DISQUALIFIED.

**5.2 QUALIFICATION OF OFFERORS**

Each corporation shall report its corporate charter number in its transmittal letter or, if appropriate, have attached to its transmittal letter a signed statement to the effect that said corporation is exempt from the above described, and set forth the particular reason(s) for exemption. All corporations shall be in full compliance with all Mississippi laws regarding incorporation or formation and doing business in Mississippi and shall be in compliance with the laws of the state in which they are incorporated, formed, or organized.

DOM may make such investigations as necessary to determine the ability and commitment of the Offeror to adhere to the requirements specified within this RFP and its proposal, and the Offeror shall furnish to DOM all such information and data for this purpose as may be requested. DOM reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capability to fulfill the requirements of the contract. DOM reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy DOM that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the items contemplated.

The State reserves the right to reject any and all proposals, to request and evaluate "best and final offers" from some or all of the respondents, to negotiate with the best proposed offer to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the State.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions.

**5.3 RULES OF PROCUREMENT**

To facilitate the DOM procurement, various rules have been established and are described in the following paragraphs.

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**5.3.1 Representation Regarding Contingent Fees**

The Offeror represents by submission of its proposal that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

**5.3.2 Representation Regarding Gratuities**

The Offeror represents by submission of its proposal that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations.

**5.3.3 Restrictions on Communications with DOM Staff**

From the issue date of this RFP until a Contractor is selected and the contract is signed, Offerors and/or their representatives are not allowed to communicate with any DOM staff regarding this procurement except the RFP Issuing Officer, Melanie Wakeland.

For violation of this provision, DOM shall reserve the right to reject any proposal.

**5.3.4 Amendments**

DOM reserves the right to amend the RFP at any time prior to the date for proposal submission. All amendments will be posted to the DOM website at <http://www.dom.state.ms.us>. After October 30, 2009, Offerors submitting proposals will be notified when amendments are released.

**5.3.5 Cost of Preparing Proposal**

Costs of developing the proposals are solely the responsibility of the Offerors. DOM will provide no reimbursement for such costs. Any costs associated with any oral presentations to DOM will be the responsibility of the Offeror and will in no way be billable to DOM. If site visits are made, DOM's cost for such visits will be the responsibility of DOM and the Offeror's cost will be the responsibility of the Offeror and will in no way be billable to DOM.

**5.3.6 Certification of Independent Price Determination**

The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor.

**5.3.7 Acceptance of Proposals**

After receipt of the proposals, DOM reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by DOM. However, DOM reserves the right to request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DOM.

DOM also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DOM.

Where DOM may waive minor irregularities as determined by DOM, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

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DOM reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. DOM will award the contract to the Offeror whose offer is responsive to the solicitation and is most advantageous to DOM in price, quality, and other factors considered. DOM reserves the right to make the award to an Offeror other than the Offeror bidding the lowest price when it can be demonstrated to the satisfaction of DOM, the Governor, the State Personal Service Contract Review Board, and to CMS, if necessary, that award to the low Offeror would not be in the best interest of DOM and the State of Mississippi.

**5.3.8 Rejection of Proposals**

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award. DOM reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-responsive. DOM further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. An authorized representative of the party does not sign the proposal.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsible as specified in Section 3-401 of the Personal Services Contract Review Board Regulations.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is clearly unreasonable.
9. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
10. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
11. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.
12. The Offeror currently owes the State money.

**5.3.9 Alternate Proposals**

Each Offeror, its subsidiaries, affiliates or related entities shall be limited to one proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Offeror's proposal. Submission of more than one proposal by an Offeror will result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

**5.3.10 Proposal Amendments and Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to DOM, signed by the Offeror.

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An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. DOM will not merge, collate, or assemble proposal materials.

Unless requested by DOM, no other amendments, revisions, or alterations to proposals will be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

**5.3.11 Disposition of Proposals**

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DOM shall upon receipt become and remain the property of DOM. DOM will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.

**5.3.12 Responsible Contractor**

DOM shall contract only with a responsible contractor who possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation. In letting the contract, consideration shall be given to such matters as Contractor's integrity, performance history, financial and technical resources, and accessibility to other necessary resources.

**5.3.13 Best and Final Offers**

The Executive Director of DOM may make a written determination that it is in the State's best interest to conduct additional discussions or change the State's requirements and require submission of best and final offers. The Procurement Officer shall establish a date and time for the submission of best and final offers. Otherwise, no discussion of or changes in the bids shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

**5.4 STATE APPROVAL**

Approval from the State Personal Services Contract Review Board must be received before contract signing. Every effort will be made by DOM to facilitate rapid approval and an early start date.

**5.5 AWARD NOTICE**

The notice of intended contract award shall be sent by carriers that require signature upon receipt, by fax with voice confirmation, or by email with reply confirmation to the winning Offeror.

Consistent with existing state law, no Offeror shall infer or be construed to have any rights or interest to a contract with DOM until final approval is received from all necessary entities and until both the Offeror and DOM have executed a valid contract.

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**6 TECHNICAL PROPOSAL**

**6.1 INTRODUCTION**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. One copy of the proposal must be submitted on diskette or CD in Microsoft Word or Adobe Acrobat (.PDF) format.

The Technical Proposal must include the following sections:

1. Transmittal Letter
2. Executive Summary
3. Corporate Background and Experience
4. Project Organization and Staffing
5. Methodology
6. Project Management and Control
7. Work Plan and Schedule

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP should be used.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

**6.2 TRANSMITTAL LETTER**

The Transmittal Letter shall be in the form of a standard business letter on letterhead of the proposing company and shall be signed by an individual authorized to legally bind the Offeror. It shall be included in each Technical Proposal. The letter should identify all material and enclosures being submitted in response to the RFP. The transmittal letter shall include

1. A statement indicating that the Offeror is a corporation or other legal entity;
2. A statement confirming that the Contractor is registered to do business in Mississippi and providing their corporate charter number to work in Mississippi, if applicable;
3. A statement that the Contractor agrees that any lost or reduced federal matching money resulting from unacceptable performance of a contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in state payments to the Contractor;
4. A statement identifying the Offeror's Federal tax identification number;
5. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
6. A statement that the Contractor has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.
7. A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;
8. A statement that no cost or pricing information has been included in this letter or any other part

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of the technical proposal;

9. A statement identifying all amendments to this RFP issued by DOM which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
10. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;
11. Certification that the Offeror's offer will be firm and binding for 180 days from the proposal due date;
12. A statement naming any outside firms responsible for writing the proposal;
13. A statement agreeing that the Contractor and all subcontractors will sign the Drug Free Workplace Certificate (Exhibit 1);
14. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Exhibit 2) with the Transmittal letter;
15. All proposals submitted by corporations must contain certifications by the secretary or other appropriate corporate official other than the corporate official signing the corporate proposal that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal; and,
16. All proposals submitted must include a statement that the bidder presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest.
17. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter must identify and explain these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

**6.3 EXECUTIVE SUMMARY**

The Executive Summary shall condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of

1. Proposed work plan
2. Staff organizational structure
3. Key personnel
4. A brief discussion of the Offeror's understanding of the Mississippi environment and the Medicaid program requirements.

Also, Offerors may designate those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

The Executive Summary should be no more than five single-spaced typed pages in length.

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**6.4 CORPORATE BACKGROUND AND EXPERIENCE**

The Corporate Background and Experience Section shall include for the Offeror details of the background of the company, its size and resources, details of corporate experience relevant to the proposed contract, financial statements, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in January 2005 through present date.

**6.4.1 Corporate Background**

The details of the background of the corporation, its size, and resources, shall cover

1. date established
2. location of the principal place of business
3. location of the place of performance of the proposed contract
4. ownership (e.g.: public company, partnership, subsidiary)
5. total number of employees
6. number of personnel currently engaged in project operations
7. computer resources
8. performance history and reputation
9. current products and services
10. professional accreditations pertinent to the services provided by this RFP

**6.4.2 Financial Statements**

Financial statements for the contracting entity shall be provided for each of the last five (5) years, including at a minimum

1. statement of income
2. balance sheet
3. statement of changes in financial position during the last five (5) years
4. statement of cash flow
5. auditors' reports
6. notes to financial statements
7. summary of significant accounting policies

The State reserves the right to request any additional information to assure itself of an Offeror's financial status.

**6.4.3 Corporate Experience**

The corporate experience section must present the details of the Offeror's experience with the type of service to be provided by this RFP and Medicaid experience. A minimum of one corporate reference is required for each type of experience. DOM will check references at its option. Each reference must include the client's name and address and the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by DOM during the evaluation process. DOM reserves the right to contact

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officials of the client other than those indicated by the Offeror. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized.

The Offeror must provide for each experience:

1. customer name;
2. customer references (including phone numbers);
3. description of the work performed;
4. time period of contract;
5. staff months expended;
6. personnel requirements;
7. publicly funded contract cost; and
8. any contractual termination within the past five (5) years.

## **6.5 PROJECT ORGANIZATION AND STAFFING**

The Project Organization and Staffing section shall include project team organization, charts of proposed personnel and positions, estimates of the staff-hours by major task(s) to be provided by proposed positions, and if known, résumés of all management and key professional personnel as required in this RFP.

### **6.5.1 Organization**

The organization charts shall show

1. Organization and staffing during each phase as described in the RFP; and
2. Full-time, part-time and temporary status of all employees.

### **6.5.2 Staff References**

Offerors must submit three references for each proposed key staff member. Each reference must include the name of the contact person, current address, telephone number and date and description of the service provided. Current DOM staff shall not be submitted for any reference for the above requirements.

### **6.5.3 Résumés**

Offerors must submit résumés of all proposed key staff persons - Project Manager, and other key management staff. Experience narratives shall be attached to the résumés describing specific experience with the type service to be provided by this RFP, a Medicaid program, and professional credentials, including any degrees, licenses and recent and relevant continuing education.

The résumés of proposed personnel shall include:

1. experience with Offeror;
2. experience in working with Medicaid program;
3. experience in the type of services to be provided by this RFP;
4. relevant education and training, including college degrees, dates of completion, and institution name and address; and



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5. names, positions, and phone numbers of a minimum of three persons who can give information on the individual's experience and competence.

The résumés of proposed managers shall include:

1. experience in managing large-scale contractual services projects;
2. other management experience; and
3. supervisory experience including details and number of people supervised.

If project management responsibilities will be assigned to more than one individual during the project (i.e., management may be changed following implementation), résumés must be provided for all persons concerned.

Each project referenced in a résumé should include the customer name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

#### **6.5.4 Responsibilities**

This section should discuss the anticipated roles of personnel during all phases of the contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included.

#### **6.5.5 Backup Personnel Plan**

If additional staff is required to perform the functions of the contract, the Contractor should outline specifically its plans and resources for adapting to these situations. The Contractor should also address plans to ensure the longevity of staff in order to allow for effective DOM support.

### **6.6 METHODOLOGY**

The Methodology Section should describe the Contractor's approach to providing the services described in the scope of work, Section 1, of the RFP. This section should contain a comprehensive description of the proposed work plan. The narrative descriptions within this section must include the following:

1. The description shall encompass the requirements of this RFP as outlined in Scope of Work.
2. The proposal must describe the methodology to be followed in sufficient detail to demonstrate the Offeror's direction and understanding of this RFP.
3. The proposal must include a high-level project plan for the project. This project plan must be at the level of major tasks and milestones and be submitted in Microsoft Project or comparable tool.
4. The proposal must summarize how State of Mississippi agency staff will be used as resources in this project. It is the State's desire that agency staff be advised of all aspects of the engagement.
5. The proposal should include information about past performance results and a plan for evaluating the proposed project.

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**6.7 PROJECT MANAGEMENT AND CONTROL**

The Project Management and Control Section shall include details of the methodology to be used in management and control of the project, project activities, and progress reports. This section will also supervise correction of problems. Specific explanation must be provided if solutions vary from one phase to another. This section covers:

1. Project management approach;
2. Project control approach;
3. Manpower and time estimating methods;
4. Sign-off procedures for completion of all deliverables and major activities;
5. Management of performance standards, milestones and/or deliverables;
6. Assessment of project risks and approach to managing them;
7. Anticipated problem areas and the approach to management of these areas, including loss of key personnel, loss of technical personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Project status reporting, including examples of types of reports; and
11. Approach to DOM's interaction with contract management staff.

**6.8 WORK PLAN AND SCHEDULE**

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract. The schedule should allow fifteen (15) working days for DOM approval of each submission or re-submission of each deliverable. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined previously in this RFP. This section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan.
2. Person-weeks of effort for each task or subtask, showing Contractor personnel and DOM personnel efforts separately.
3. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
4. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
5. A discussion of how the work plan provides for handling of potential and actual problems.
6. A schedule for all deliverables providing a minimum of five (5) days review time by DOM.

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**7 BUSINESS/COST PROPOSAL**

**7.1 GENERAL**

All Offerors must certify in the transmittal letter that their offer shall be binding upon the Offeror for a period of 180 days following the proposal due date. Pricing will be considered as a separate criteria of the overall bid package.

Offerors must propose a firm fixed price for each of the requirements contained on the pricing schedule (Appendix A).

**7.2 BID MODIFICATION IN THE EVENT OF A FEDERAL AND/OR STATE LAW, REGULATION OR POLICY**

In the event any change occurs in federal law, federal regulations, state law, state regulations, state policies, or state Medicaid plan coverage, and DOM determines that these changes impact materially on proposal pricing, DOM reserves the right to require the Offerors to amend their proposals. The failure of an Offeror to negotiate these required changes will exclude such Offeror from further consideration for contract award. All proposals shall be based upon the provisions of federal and state laws and regulations and DOM's approved Medicaid State Plan coverage in effect on the issuance date of this RFP, unless this RFP is amended in writing to include changes prior to the closing date for receipt of proposals.

**7.3 PROPOSAL CONTENT**

The Business Proposal shall include only the following:

1. A detailed worksheet by line item of all costs as it pertains to the Contractor Responsibilities and Deliverables as found in Section 1.0 of the RFP.
2. Each pricing schedule must be signed and dated by an authorized corporate official.
3. All proposals submitted by corporations must contain certification by the secretary or other appropriate corporate official, other than the signer of the corporate proposal, that the corporate official signing the corporate proposal has the authority to obligate and bind the corporation to the terms, conditions and provisions of the proposal.

Proposals received that do not include the above items will be rejected. Proposals that contain any material other than the above will be rejected.

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**8 PROPOSAL EVALUATION**

**8.1 GENERAL**

An Evaluation Committee comprised of DOM staff will be established to judge the merits of eligible proposals. The committee will be appointed by the Executive Director of the Division of Medicaid and will include members who have extensive experience in the Medicaid program. The committee will be responsible for the evaluation of the technical and business proposals.

**8.2 EVALUATION OF PROPOSALS**

A standard evaluation form will be utilized by the evaluation committee to ensure consistency in evaluation criteria.

A maximum of 1,000 points will be available for each proposal which shall be comprised of a technical and a business proposal. The points awarded per phase by the evaluation committee will be totaled to determine the points awarded per proposal.

Evaluation of eligible proposals will be conducted in five phases. The Procurement Officer will complete Phase One, the technical proposal evaluation committee will complete Phase Two, and the business proposal evaluation committee will complete Phase Three. In Phase Four, the Procurement Officer will compile the results of the technical and business evaluations and make a recommendation to the Executive Director of Medicaid based on the results of the evaluation. The fifth phase is the award decision of the Executive Director.

At its option, the State may request an interview from Contractors in a competitive range in the evaluation. Contractors must be prepared to meet with DOM staff within five (5) days of notification. All costs associated with the interview will be the responsibility of the Contractor.

**8.2.1 Phase 1 - Evaluation of Bidders' Response to RFP**

In this phase, the Procurement Officer reviews each proposal to determine if each proposal is sufficiently responsive. Each proposal will be evaluated to determine if it is complete and whether it complies with the instructions to bidders in the RFP. Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation.

The Procurement Officer will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two.

**8.2.2 Phase 2 - Evaluation of Technical Proposal**

Only those proposals which meet the requirements in Phase One will be considered in Phase Two.

Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Division of Medicaid. The Division of Medicaid reserves the right to waive minor variances or reject any or all proposals. In addition, the Division of Medicaid reserves the right to request clarifications or enter into discussions with all Offerors.

The evaluation committee will review the bidder's response to each requirement in order to determine if the bidder sufficiently addresses all of the requirements and that the bidder has developed a specific approach to meeting each requirement.

Maximum number of points that may be awarded for the technical evaluation:

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Maximum Points per Section

1. Background and Expertise	140
2. Organization and Staffing	70
3. Project Management and Control	70
4. Methodology	280
5. Work plan and Schedule	<u>140</u>
 Total Points	 700

Proposals must score a minimum of 70% (490 points) of the total score in order to proceed to the Business/Cost phase of the evaluation. Proposals receiving less than 70% will not be considered for the Business/Cost evaluation or contract award.

Technical proposal evaluations may be adjusted based on information gathered during the oral presentations.

**8.2.2.1 Executive Summary**

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in Section 6.3 of this RFP and is five pages or less in length.

**8.2.2.2 Corporate Background and Experience**

The Evaluation Committee will evaluate the experience, performance on similar contracts, resources, and qualifications of the Offeror to provide the services required by the RFP. The evaluation criteria will address:

1. Experience of Offeror in providing the requested services.
2. Corporate experience providing similar services.
3. Amount and level of resources proposed by the Offeror.
4. Specific qualifications that evidence the Offeror's ability to provide the services requested.
5. Current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency.
6. Any contract terminations or non-renewals within the past five years.

**8.2.2.3 Methodology**

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP. In addition to the information required in Section 1.0 of this RFP, the evaluation criteria will address at a minimum the following (if applicable):

1. Processes and requirements for completion of the project.
2. Data management plan, including hardware, software, communications links, and data needs and proposed coordination plan.
3. Processes for maintaining confidentiality of protected health information.
4. Processes for development and submission of required deliverables.
5. Scope of services provided through partnerships or subcontractors.

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6. Relevant experience that indicates your organizational qualifications for the performance of the potential contract.
7. Quality Assurance processes.

**8.2.2.4 Organization and Staffing**

The Evaluation Committee will review this section of the Offeror's proposal to determine if the proposed organizational structure and staffing level are sufficient to accomplish the requirements of the RFP. The committee will review the organizational chart(s), time lines, the job descriptions including job qualifications, the resumes of staff and their qualifications for the positions they will hold, and the relationship of their past experience to their proposed responsibilities under this contract. The committee will evaluate the explanation of the Offeror regarding the relationship between the Offeror and the Project Manager to determine if they will have sufficient autonomy to make management decisions to improve the Offeror's delivery of services to DOM.

**8.2.2.5 Project Management and Control**

The evaluation committee will evaluate the Offeror's proposal to determine if all of the elements required by Section 6.7 of the RFP are addressed. Specifically, the committee will evaluate

1. the Offeror's approach to the management of the project and ability to keep the project on target and to ensure that the requested services are provided;
2. the Offeror's control of the project to ensure that all requests are being met and that the Offeror is able to identify and resolve problems which occur;
3. the Offeror's methods for estimating and documenting personnel hours spent by staff on project activities to be sure they are sound and fair;
4. the Offeror's plans to comply with the reporting requirements of the contract, including the provision of status reports to DOM, and whether the reports are appropriate and sufficient to keep DOM informed of all aspects of the implementation and operation of the project; and
5. the Offeror's understand of the importance of interacting with DOM management staff and presenting a plan to do so appropriately.

**8.2.2.6 Work Plan and Schedule**

The committee will review and evaluate the work plan and schedule to determine if all tasks are included and if, for each task, a timeline and an identification of staff responsible for the task's accomplishment are indicated. The work plan must provide a logical sequence of tasks and a sufficient amount of time for their accomplishment.

**8.2.3 Phase 3 - Evaluation of Business/Cost Proposal**

Only those proposals that satisfactorily completed Phase 2 will be considered for Phase 3. DOM reserves the right to waive minor variances or reject any or all proposals.

Any bid price determined by DOM to be unrealistically or unreasonably low may not be considered acceptable, as such a proposal has a high probability of not being accomplished for the cost proposed. The Offeror may be required to produce additional documentation to authenticate the proposal price.

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The maximum 300 points will be assigned to the lowest and best acceptable proposal. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 300 = Z$$

X = lowest bid price  
Y = Offeror's bid price  
Z = assigned points

**8.3 SELECTION**

After the evaluation committee has completed the evaluation of the proposals, a summary report including all evaluations will be submitted to the Executive Director of DOM. The Executive Director will make the final decision regarding the winning proposal.

**8.4 AWARD NOTICE**

The notice of intended contract award shall be sent by mail, email or fax to all Offerors.

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**Appendix A - Budget Summary**

Sections 1.0 and 7.0 address submission of the Budget Summary. Failure to follow the submittal instructions will immediately disqualify the Offeror.

Budget Summary					
NON-EMERGENCY TRANSPORTATION BROKERAGE SERVICE RFP# 20091016					
Offeror:					
Calculations based on a participant population of:					
Contract Phase	FY 2010 04/01/2010 - 06/30/2010	FY 2011 07/01/2010 - 06/30/2011	FY 2012 07/01/2011 – 06/30/2012	FY 2013 07/01/2012 – 06/30/2013	Total
Implementation Cost					
Operation Cost					
Total Contract Price:					
I certify that I am legally obligating the above named Offeror to the conditions of this contract.					
Signature:			Date:		
Printed Name:			Title:		



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**APPENDIX G: GLOSSARY OF TERMS AND ACRONYMS**

For purposes of this Contract, the following terms, abbreviations, and acronyms are defined as follows. Any objections or questions regarding the definitions should be raised during the procurement process.

**ABUSE:** NET Provider or Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medical Assistance Program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care, including Participant practices that result in unnecessary cost to Medicaid.

**ACCEPTANCE:** The point in time when the product or equipment has been fully installed and operates in compliance with DOM's order and the Contract, or the State otherwise indicates acceptance in writing.

**AFFILIATE:** Any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or any other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control by or with the Contractor.

**AGENCY:** DOM, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.

**APPEAL:** An action initiated by a Participant to challenge a decision made by DOM or Contractor.

**AVAILABLE TRANSPORTATION:** Transportation to a Covered Medical Service that can be provided safely by a Participant, friend or relative. The driver must have a valid driver's license and there must be an automobile available to the driver.

**CHANGE OF CONTROL:** Any transaction or combination of transactions as a result of which (a) ownership of a Contractor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.

**CODE:** The Mississippi Code of 1972. An unofficial version can be found on the Mississippi Secretary of State's website, [www.sos.state.ms.us](http://www.sos.state.ms.us).

**COMPLAINT:** An oral or written expression of dissatisfaction by a Participant, a Participant's family member or other responsible party, or a Provider or NET Provider.

**CONFIDENTIAL INFORMATION:** Any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party Contractors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential.

**CONTRACT:** The "Contract for Services" included with DOM's Request for Proposals.

**COVERED MEDICAL SERVICE:** Any medical service that is eligible for reimbursement under DOM policy excluding pharmacy services and any other exclusion designated by DOM.

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**CURB-TO-CURB SERVICE:** Transportation provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The driver shall provide assistance according to the Participant's needs, but assistance shall not include the lifting of any Participant. The driver shall remain at or near the vehicles and not enter any buildings.

**CUSTOMER SERVICE REPRESENTATIVE:** An employee of the Contractor who works in the Contractor's call center to arrange transportation for eligible Participants.

**DISASTER:** An outage or failure of DOM's or the Contractor's data, electrical, telephone, technical support, or back-up system, whether such outage or failure is caused by an act of nature, equipment malfunction, human error, or other source.

**DOOR-TO-DOOR SERVICE:** Transportation provided to Participants with Disabilities who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver shall exit the vehicle and assist the Participant from the door of the pick-up point, e.g., residence, escort the passenger to the door of the vehicle and assist the passenger in entering the vehicle. The driver shall assist the Participant throughout the trip and to the door of the destination. Drivers, except for ambulance personnel, should not enter a residence.

**ENCOUNTER:** For the purposes of the NET Brokerage Program, an Encounter is a trip leg that has been completed by the NET Provider and has been reimbursed by Contractor.

**EXECUTION DATE:** The date the Contract is signed by DOM, after Contractor has signed it.

**FAMILY PLANNING CATEGORY OF ELIGIBILITY:** Women of childbearing age, defined as ages 13-44, whose income does not exceed 185% poverty and who are not otherwise Medicaid-eligible, qualify for Medicaid covered family planning services only. These services do not include transportation services. Note: A beneficiary in a full Medicaid category of eligibility may receive transportation to family planning services (see definition of "Full Medicaid Category of Eligibility" below).

**FISCAL YEAR:** The State Fiscal Year is the period from July 1 to June 30. For example, State Fiscal Year 2011 is the period from July 1, 2010 to June 30, 2011.

**FRAUD:** Intentional deception or misrepresentation made by a Person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other Person, including any act that constitutes fraud under applicable federal or State law.

**FULL MEDICAID CATEGORY OF ELIGIBILITY:** Any Medicaid eligible beneficiary with the exception of beneficiaries who are in the following eligibility categories: Family Planning, Healthier Mississippi, QMB, QWDI, SLMB, and QI-1.

**HAND-TO-HAND TRANSPORTATION:** Transportation of a Participant with Disabilities from an individual at the pick-up point to a facility staff member, family member or other responsible party at the destination.

**HOSPITAL DISCHARGE:** Notification by a hospital that a Participant is ready for discharge. A hospital discharge shall be considered an Urgent Trip.

**IMPLEMENTATION DATE:** The date Contractor begins administration of the NET Brokerage Program.

**LEVEL OF SERVICE:** Designation used to describe the appropriate type of vehicle that will be used to transport the Participant. The Contractor shall include at minimum ambulatory and wheelchair services. Specific modes of transportation are defined below:

**AMBULATORY LEVEL OF SERVICE:** An Ambulatory Participant is able to move and pivot without assistance. It may also include a Participant in a manual wheelchair who is capable of transferring without assistance.

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**WHEELCHAIR LEVEL OF SERVICE:** A Participant who uses an electric or manual wheelchair and is unable to transfer on their own.

**MEDICAID IDENTIFICATION NUMBER (MID):** A unique number assigned to a Participant by DOM.

**MODES OF TRANSPORTATION:** Categories of NET to be used in the NET Brokerage Program which shall include Fixed Route, Private Auto, Basic Vehicle, Enhanced Vehicle, Fixed Wing Aircraft, Non-Emergency Ambulance, and other transportation. Specific modes of transportation are defined below:

**FIXED ROUTE MODE OF TRANSPORTATION:** Transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from the route or the schedule, and picks up passengers at designated stops.

**PRIVATE AUTO:** Participant's personal vehicle or the personal vehicle of a family member or friend, to which the Participant routinely has access to drive or be transported to routine non-medical locations such as grocery stores, schools and churches.

**BASIC VEHICLE:** A motorized vehicle used for the transportation of passengers whose medical condition does not require the use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

**ENHANCED VEHICLE:** A motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices, or is equipped specifically for the transportation of passengers who cannot sit upright and are required to remain in a lying position during transport. Enhanced Vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

**FIXED WING AIRCRAFT:** An aircraft used when a Participant needs to be transported over long distances more quickly than ground ambulance or other NET modes of transportation.

**NON-EMERGENCY AMBULANCE:** A motorized vehicle equipped specifically for the transportation of a passenger whose medical condition requires transfer by stretcher with medical supervision. The patient's condition may also require the use of medical equipment, monitoring, aid, care or treatment, including the administration of drugs or oxygen, during the transport.

**OTHER TRANSPORTATION:** Any commercial carrier, such as Amtrak, buses (such as Greyhound) or airplanes.

**NON-EMERGENCY MEDICAL TRANSPORTATION (NET) SERVICES:** Necessary non-emergency transportation services provided to Medicaid eligible Participants to ensure reasonable access to and from Covered Medical Services. Necessary transportation is defined as the Mode of Transportation available that is most appropriate to the needs of the Participant.

**NET PROVIDER:** Person or entity that is approved by DOM and participates in the Contractor's network to furnish non-emergency medical transportation services to Participants under the Medical Assistance Program.

**OFFER:** The Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by Contractor.

**OFFER FIRM TIME:** Offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful Contract negotiations, at any time during the Offer Firm Time.

**ON TIME:** The period beginning 15 minutes before the scheduled pick-up time and ending 15 minutes after the scheduled pick-up time.

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**ORDER:** Any written request from CMS or an Agency for services and/or products and/or equipment pursuant to this Contract.

**PARTICIPANT:** Any individual receiving Medical Assistance for whom NET Services is a Covered Medical Service.

**PARTICIPANTS WITH DISABILITIES:** Participants with a physical, sensory, mental, developmental, or cognitive disability.

**PARTIES:** DOM and the Contractor.

**PERFORMANCE GUARANTEE:** Contractor's commitment to place some or its entire fee at risk contingent upon DOM's satisfaction with the work to be performed.

**PERSON:** Any individual, corporation, proprietorship, firm, partnership, limited liability company, limited partnership, trust, association, governmental authority or other entity, whether acting in an individual, fiduciary or other capacity.

**PMPM:** Per member per month.

**PROVIDER:** Person enrolled with DOM to furnish medical, educational, or rehabilitative services to Participants under DOM's Medical Assistance Program.

**PROVIDER MANUAL:** DOM's general policy, procedures and appendices applicable to all participating Providers. Chapter 12 is for Non-Emergency Transportation and is available at: <http://www.medicaid.ms.gov/>

**QI-1:** Qualified Individuals-1. In the Qualified Individuals Program, Medicaid pays the beneficiary's Medicare part B premium only. A QI-1 does not qualify for transportation services.

**QMB:** Qualified Medicare Beneficiaries. In the Qualified Medicare Beneficiaries Program, Medicaid pays only the beneficiary's Medicare premiums, deductibles, and coinsurance. A QMB beneficiary does not qualify for transportation services.

**QWDI:** Qualified Working Disabled Individuals. In the QWDI program, Medicaid pays only the beneficiary's Medicare Part A premium. A QWDI does not qualify for transportation services.

**RFP:** DOM's Request for Proposals.

**REQUEST TRACKING NUMBER:** A unique number assigned to each request for NET Services at the time the request is initially recorded in Contractor's system.

**RESPONSES:** Contractor's replies, clarifications, revisions, and additions to the State's Request for Proposals.

**SECURITY:** The Contractor may be required to provide Offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Mississippi must issue the bond on a form acceptable to DOM. The security shall be forfeited if the selected Contractor withdraws its Offer before the expiration of the Offer Firm Time or after DOM issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. Security submitted by Contractors will be returned when the Offers expire, are rejected, or DOM enters into a contract with the successful Contractor, whichever is earliest.

**SINGLE TRIP:** A request or authorization for NET Service to a single Covered Medical Service appointment (can be one or multiple trip legs).

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**SLMB:** Specified Low Income Beneficiaries. In the SLMB program, Medicaid pays the beneficiary's Medicare Part B premium. A SLMB beneficiary does not qualify for transportation services.

**STANDING ORDER:** A request or authorization for NET Services to multiple recurring medical appointments for the same Participant with the same Provider for the same treatment or condition.

**STATE:** The State of Mississippi, as represented through any agency, department, board, or commission.

**STATE FACILITY:** Any facility, site or location owned, managed, controlled or operated by the State.

**STATE LIAISON:** When applicable, DOM employee who shall act as a centralized liaison between Contractor(s) and Agency with respect to all matters relating to the administration of this Contract.

**THIRD PARTY:** Any entity other than DOM, Contractor(s), or any of their respective Affiliates.

**TRIP LEG:** One-way transportation from an origin to a destination.

**URGENT TRIP:** NET Services required for an unscheduled episodic situation in which there is no immediate threat to life or limb but the Participant must be seen on the day of the request. A Hospital Discharge shall be an Urgent Trip.

**UTILIZATION DATA:** Data required to be reported regarding every Encounter under the NET Brokerage Program.

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EXHIBIT 1

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to DOM changes during the performance of the grant, the grantee shall inform DOM of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees

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for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about

1) The dangers of drug abuse in the workplace; 2) the grantee's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1) Abide by the terms of the statement; and 2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying DOM in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments if needed):

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d)(2) and 76.635(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

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EXHIBIT 2

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions  
45 CFR Part 76, Appendix A

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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