



*Delaware Health
And Social Services*

DIVISION OF MANAGEMENT SERVICES

PROCUREMENT

DATE: October 27, 2010

HSS-10-091

Non-Emergency Medical Transportation Services

for

DIVISION OF MEDICAID AND MEDICAL ASSISTANCE

Date Due: November 30, 2010

By 11:00 A.M.

ADDENDUM # 3

**Performance Guarantees and Liquidated Damages (Appendix A-2)
RFP Section 4.07 Instructions Budget Proposal and Budget Narrative
Budget Proposal Worksheet – Delaware Call Center
Budget Proposal Worksheet - Remote Call Center**

PLEASE NOTE:

THE ATTACHED SHEETS HEREBY BECOME A PART OF THE ABOVE MENTIONED
RFP.

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PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES

This Appendix defines RFP Section 2.56 DMMA Performance Monitoring

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>1. Medicaid Member Intake Worksheet</p> <p>Pursuant to RFP the Contractor shall complete a computerized Medicaid member intake worksheet (the “Worksheet”) at the time of contact for each request made by a Medicaid member. The Contractor shall develop and submit to DMMA, for prior written approval, a model Worksheet that includes, but is not limited to the information referenced in RFP Section 2.33.</p>	<p>The Contractor shall submit the model Worksheet to DMMA within thirty (30) calendar days after contract execution.</p> <p>The Contractor understands and agrees that it has not met this standard if the Department does not approve its model Worksheet on or before go live. If the Department rejects the model Worksheet, it shall provide written reasons for the rejection, guidance on how to correct the model Worksheet, and a date by which the model Worksheet shall be submitted to DMMA.</p> <p>At the time a request for transportation is received, a computerized member worksheet must be completed and maintained by the Contractor that contains information as outlined in the RFP.</p>	<p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day that it fails to submit the Worksheet on the specified date or make available to DMMA, upon request, a completed Worksheet.</p>
<p>2. Denial of Service</p> <p>Pursuant to RFP Section 2.51, the Contractor shall provide to individual Medicaid members or their legal representative and DMMA, in writing, specific reasons for denial, suspension or termination of NET services. Any written notice shall grant the Medicaid member appeal rights and explain those rights in such a way that the Medicaid member is able to understand the notice (fifth grade level).</p>	<p>The Contractor shall provide specific written reasons for denial, suspension or termination of NET services to the Medicaid member or its lawful representative and grant the Medicaid member the right to appeal any such decision within three (3) business days of the determination. The Contractor shall also, upon request provide a copy of the notice to DMMA.</p>	<p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day that it fails to meet this Performance Measurement or Standard.</p>
<p>3. Correspondence to Members</p> <p>Pursuant to RFP Section 2.13, all correspondence developed by the Contractor intended for a Medicaid member shall be reviewed and approved by DMMA prior to mailing.</p>	<p>Prior written approval by DMMA is required before correspondence is sent to a Medicaid member.</p>	<p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day that it fails to obtain prior written approval from DMMA before mailing member correspondence.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>4. Hours of Operation</p> <p>Pursuant to RFP Section 2.58, the Contractor shall establish a duly licensed non-residential business office that is centrally located within the state and that is open to conduct the general administration functions of the business between the hours of 8:00 a.m. to 5:00 p.m., Eastern time, Monday through Friday. Additionally, the contractor shall provide scheduling services with sufficient capacity Monday through Friday, 7:00 a.m. to 6:00 p.m.</p>	<p>The central business office whose address shall be reflected on all documentation and shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m. during the term of the contract with the exception of the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.</p>	<p>The Contractor shall pay the Department \$2000.00 for each calendar day or any part thereof that the Contractor’s central business office is not established 30 days after contract execution. In addition, the Contractor shall pay the Department \$100.00 for each calendar day or part thereof that the central business office is not open during regular business hours.</p>
<p>5. Telephone System and Scheduling Requirements</p> <p>Pursuant to RFP Section 2.59, the Contractor shall provide Medicaid members or their lawful representatives with a current operable long-distance toll free telephone number with which to schedule trips. Access to the hearing and speech impaired may be satisfied by use of the Delaware Relay Center.</p> <p>The Contractor shall have sufficient toll free telephone lines, staff, and support equipment to meet performance requirements as determined by DMMA in writing. The phone system installed shall have an automated reporting system that identifies the number of calls on hold and length of time, and number of calls per line.</p>	<p>All calls to the Contractor shall be answered within five (5) rings. The Contractor shall provide a live agent for each caller within a maximum of three (3) minutes calculated from the end of the initial greeting or message plus any additional hold time. The Contractor also agrees that no Medicaid member shall be “on-hold” more than two (2) minutes. The Contractor shall have multi-lingual capabilities and supply access for the speech and hearing impaired to address and handle the communication and language needs of the applicable NET Program.</p> <p>The Contractor shall provide telephone scheduling services with sufficient capacity twenty-four (24) hours a day, seven (7) days a week.</p> <p>The Contractor’s abandoned call rate shall not exceed 10% of calls received in a given month.</p> <p>The Contractor shall make available to DMMA access to the telephone system for on-site and remote monitoring purposes.</p>	<p>The Contractor shall pay the Department \$500.00 for any month in which 10% of the calls are not answered within three (3) minutes and/or the “on-hold” time is more than two (2) minutes.</p> <p>The Contractor shall pay the Department \$200.00 per calendar day for any part of a day that it fails to have multi-lingual capabilities or capabilities for the hearing and speech impaired.</p> <p>The Contractor shall pay the Department \$500.00 for any month in which the abandoned call rate exceeds 10% percent, plus an additional \$250.00 for each additional percentage point above 10%.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
	<p>The Contractor shall be responsible for arranging services for non-routine appointments, and for replacing disabled or otherwise unavailable vehicles after hours.</p>	
<p>6. Pick Up and Delivery Standards</p> <p>Pursuant to RFP Section 2.32 and 2.36, the Contractor shall assure that transportation services are provided in such a manner as to comply with the minimum service delivery requirements set forth in the RFP.</p>	<p>The Contractor shall pick up the Medicaid member within ten (10) minutes of the scheduled time for pick up. The Contractor shall return to pick up the Medicaid member within forty-five (45) minutes of notification to do so.</p> <p>Contractor also agrees that no Medicaid member shall remain in any vehicle during a multiple-load situation for more than forty-five (45) minutes longer than the average travel time for direct transport from the point of pick up to Medicaid member's destination.</p> <p>The Contractor shall ensure timely pick-up of recipients following the completion of their appointments. Pick-up must occur within forty-five (45) minutes of the Contractor receiving notification.</p> <p>The Contractor is responsible for providing same-day transportation services (Urgent Care). Valid requests for same-day transportation (Urgent Care) shall be completed within three (3) hours of the time the request is made.</p>	<p>The Contractor shall pay the Department \$500.00 per incident for each incident that the Contractor doesn't pick-up a member within ten (10) minutes of the scheduled time for pick-up.</p> <p>The Contractor shall also pay \$500.00 per incident for each incident that the Contractor fails to return to pick-up the member within forty-five (45) minutes of notification.</p> <p>The Contractor shall pay the Department \$250.00 for each incident that a Medicaid member remains in any vehicle for more than 45 minutes longer than the average travel time for direct transport from the point of pick-up to the Medicaid member's point of destination.</p> <p>The Contractor shall pay the Department \$500.00 For each incident that the Contractor fails to complete same-day transportation services (Urgent Care) within three (3) hours of the time requested.</p> <p>The Contractor shall pay the Department \$500.00 for each incident of inappropriate denial of urgent care transport as defined in the RFP or failure to schedule transport with less than two days advance notification where good cause for the reduced time frame can be shown.</p> <p>Additionally, the Contractor shall pay \$1000.00 for any month in which two percent (2%) of scheduled arrivals at the point of destination or return trips are late. An additional \$1000.00 shall be assessed for each additional point that exceeds 2%.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>7. Driver Qualifications and Conduct</p> <p>Pursuant to RFP Section 2.45 and 2.46, the Contractor shall ensure that all drivers and attendants adhere to the minimal driver qualifications and conduct standards (the “Standards”) set forth in the RFP. In addition, the Standards shall be included in and made part of any Contract or Agreement between the Contractor and subcontractor or any other vendor.</p>	<p>The Contractor shall ensure that any driver who is found not to be in compliance with Section 2.45 and 2.46 of the RFP is removed from driving under this contract until a complete review of the specific violation is completed and a determination on the drivers status is made.</p> <p>The Contractor shall ensure that all drivers and attendants must have no prior convictions for substance abuse, sexual crime or crime of violence. Any person who has been convicted of a felony during the last three (3) years will drive and/or attend passengers only after satisfactory review. Individuals who have had within the last three (3) years a suspended or revoked driver’s license, except for non-payment of Child Support, commercial or other, are prohibited from driving for any purpose under this contract. Drivers who receive citations and are convicted of two (2) moving violations and/or accidents related to transportation provided under this RFP, where the driver was at fault during the full term of the contract, must be removed from service.</p>	<p>The Contractor shall pay the Department up to \$2,500.00 per calendar day for any part of a day that it fails to remove a driver who is non-compliant with the terms of the RFP Section 2.45 and 2.46.</p>
<p>8. Record Retention</p> <p>Pursuant to RFP Section 2.64, the Contractor shall maintain all records in the manner and fashion required. All records shall be made available to DMMA within three (3) business days of the request or immediately upon request. Please note that the term “record” or “records” shall have the same meaning attributed to it in this RFP Section.</p>	<p>The Contractor shall maintain all records and provide them to the Department within three (3) business days or upon request. All records shall be maintained and available for review by authorized Federal or State personnel as long as this Contract is effective for a period of three (3) years thereafter, unless an audit is in progress at which time records shall be kept for a period of five (5) years or until all issues are resolved, whichever is later. The Department’s decision on the matter shall be conclusive, final, and not subject to appeal or</p>	<p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to make the records available within the specified time.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
	review.	
<p>9. Vehicle Requirements</p> <p>Pursuant to RFP Section 2.38 and 2.43 the Contractor shall ensure that all transportation providers maintain all vehicles used to perform work under (the “Vehicles”) this Contract in good operating condition and pursuant to the standards set forth in the RFP. The Vehicles shall also have routine maintenance, repairs, inspections, and registrations performed in a timely manner. The Contractor understands and acknowledges that DMMA may request and receive written documentation of all routine maintenance, repairs, inspections, and registrations on any vehicle.</p> <p>Additionally, the Contractor shall require that all transportation providers comply with all laws, statutes, and regulations including but not limited to the Americans With Disabilities Act (the “ADA”) and those of the Delaware Department of Motor Vehicles (the “DMV”).</p> <p>Also, pursuant to RFP Section 2.38, the Contractor shall require all transportation providers to maintain adequate insurance levels and registrations and comply with all applicable health and safety requirements, whether State or Federal. The Contractor understands and acknowledges that DMMA may request and receive written documentation of insurance coverage.</p>	<p>The Contractor shall ensure proper vehicle maintenance, registration, health and safety hazards and compliance with all applicable laws. Any vehicle found non-compliant with DMV licensing requirements, safety and health standards, ADA regulations, or RFP requirements, that vehicle must be removed from service immediately.</p> <p>Any vehicle receiving two (2) or more complaints from passengers concerning cleanliness, heating, air conditioning deficiencies or other deficiencies with a five (5) day period must be inspected and appropriate corrective actions taken. Such actions must be documented and become a part of the vehicle’s permanent record.</p>	<p>The Contractor shall pay the Department \$1, 000.00 per calendar day for any part of a day per vehicle that a vehicle is not compliant with maintaining repairs, inspections, all routine maintenance, and any discrepancy that would result in a health and safety hazard for vehicle occupants for any vehicle that is in service from the date of discovery.</p> <p>The Contractor shall pay the Department \$500.00 per calendar day for any part of a day per vehicle from the date of discovery that a non-compliant vehicle is in service with a discrepancy that creates passenger discomfort or inconvenience or in any way is not in compliance with the ADA or any other applicable State and/or federal laws.</p>
<p>10. Wheelchair Van Requirements</p> <p>Pursuant to RFP Section 2.39, all vehicles used to transport wheelchair passengers shall comply with the ADA requirements in effect at the time of the vehicle’s construction.</p>	<p>Vehicles used to transport wheelchair passengers must, at a minimum, meet the ADA requirements and the requirements set forth in the RFP.</p>	<p>The Contractor shall pay the Department \$1,500.00 per calendar day per vehicle for each calendar day that it fails to meet the requirements of the ADA or the conditions set forth in the RFP.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
	<p>All drivers and attendants must be fully trained and competent in the application of ADA requirements such as but not limited to; wheelchair lock-down and client safety.</p>	<p>The Contractor shall pay the Department \$2,000.00 per calendar day per vehicle for each calendar day that a driver or attendant fails to meet the requirements of the ADA or the conditions set forth in the RFP.</p>
<p>11. Vehicle Inspections</p> <p>Pursuant to RFP Section 2.40, the Contractor shall conduct an initial inspection of all vehicles prior to the start of operations. The Contractor shall also develop and implement a periodic inspection process as prescribed in the RFP to verify that all vehicles meet the requirements of RFP Sections 2.40, 2.41, 2.43 and 2.44 and that safety and passenger comfort features are in good working condition.</p> <p>Prior to the execution of a Service Agreement, Contract, or any other document between the Contractor and a transportation provider, an initial inspection of all the transportation provider’s vehicles shall be completed satisfactorily in compliance with the above paragraph and Performance Measurement No. 9 and No. 10 of this Attachment.</p>	<p>The Contractor shall conduct an initial inspection of all vehicles prior to the start of operations but no earlier than 60 days prior to the start of operations.</p> <p>The Contractor will ensure that all vehicles have been inspected prior to the execution of a Service Agreement between the Contractor and a transportation provider.</p>	<p>The Contractor shall pay the Department \$1,000.00 per vehicle for any vehicle that is allowed into service that has not been fully inspected in accordance with the terms of the RFP.</p>
<p>12. Back-Up Transportation Service</p> <p>Pursuant to RFP Section, 2.42 the Contractor shall be responsible for retaining and arranging for back-up vehicles and/or personnel when notified by a Medicaid member, a provider, or DMMA that a vehicle is excessively late or otherwise unavailable in a timely and reasonable manner. The vehicle is excessively late if it is twenty (20) minutes late in meeting its assigned schedule.</p>	<p>A back-up vehicle for an excessively late vehicle or and otherwise unavailable vehicle must be in place within thirty (30) minutes after a vehicle has been deemed unavailable for service for whatever reason.</p> <p>The Department shall review the Contractors record of “Where’s My Ride” complaints</p>	<p>The Contractor shall pay the Department \$500.00 per incident where back-up service is not available within the required period of time.</p>

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<p>13. Project Director</p> <p>Pursuant to the Departments requirements, the Project Director/Manager shall physically be on-site within the Delaware during at least Seventy-five percent (75%) of normal business hours each month. The Project Director/Manger shall also be on-site within Delaware full-time during implementation and the first six (6) months of operation. Furthermore, the Project Director/Manager shall notify the Department when he/she plans or is required to be absent from the Delaware office.</p> <p>During normal business hours, the Project Director/Manager shall be available by phone and shall reply to the Department's phone calls within thirty (30) minutes.</p> <p>During emergency situations, such as but not limited to snow storms, flooding and power outage, the Project Director/Manager shall be available by phone twenty-four (24) hours a day, seven (7) days a week including Holidays.</p>	<p>Normal business hours are from Monday through Friday 8:00 a.m. to 5:00 p.m. Eastern Standard Time.</p>	<p>The Contractor shall pay the Department \$500.00 per calendar day for each calendar day that it fails to meet the criteria as outlined Performance Measurement number 13.</p>
<p>14. Driver Qualifications</p> <p>Pursuant to RFP Section, 2.45 the Contractor is responsible for ensuring that transportation providers meet all RFP driver qualifications. The Contractor shall also ensure that all drivers, at all times of employment, are legally licensed to drive in Delaware and lawfully permitted to operate the vehicle they are assigned.</p>	<p>All drivers used by transportation providers shall meet all driver qualifications.</p>	<p>The Contractor shall pay the Department \$500.00 per driver per calendar day for each calendar day that it fails to meet the criteria as outlined in the RFP.</p>
<p>15. Driver, Attendant, and Service Personnel Training</p> <p>Pursuant to RFP Section, 2.47 all drivers and</p>	<p>All drivers, attendants, and service personnel used</p>	<p>The Contractor shall pay the Department \$250.00</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>attendants used by transportation providers shall have successfully completed driver safety and defensive driving training, training in the operation of all vehicle equipment, first aid training including CPR training in the use of a spill kit and removal of biohazards, passenger assistance training and sensitivity programs (collectively “Training Programs”). All such Training Programs must be approved by DMMA.</p> <p>The Contractor shall provide a program of service personnel training prior to permitting any personnel to have public contact or answer scheduling lines. Training shall include, but is not limited to a sensitivity component dealing with: the aged and disabled persons; multicultural contacts; handling hostile callers; public contact and communicating with hearing and speech-impaired persons. All such Training Programs must be approved by DMMA.</p>	<p>by transportation providers shall successfully complete approved Training Programs.</p>	<p>per personnel per calendar day for each calendar day that it fails to meet the criteria as outlined in the RFP.</p>
<p>16. Orientation for Transportation Providers</p> <p>Pursuant to RFP Section, 2.48 the Contractor shall provide an orientation program (the “Program”) for all transportation providers with which he or she has entered into a Service Agreement under this RFP.</p>	<p>The Program shall meet the requirements set forth in the RFP.</p>	<p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to meet the requirements as set forth in the RFP.</p>
<p>17. Operational Procedures Manual</p> <p>Pursuant to RFP Section 2.49, the Contractor shall develop an operational procedures manual that delineates all procedures to be used in the scheduling and delivery of transportation services (the “Manual”). In no case may the Contractor begin operations without a DMMA approved operational procedures manual.</p> <p>In addition, the Manual shall be reviewed and updated annually and whenever changes in the</p>	<p>The Manual shall be submitted to DMMA for prior review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by DMMA shall be incorporated into the Manual within ten (10) business days of notification. DMMA also reserves the right to require modifications to the Manual as long as this Contract is in effect.</p>	<p>The Contractor shall pay the Department \$500.00 per calendar day for each calendar day that it fails to submit the Operational Procedures Manual to DMMA within the required time period.</p> <p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day after ten (10) days that it fails to submit the required updates.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>operation of the business are made. The annual review shall be completed thirty (30) days prior to the end of each twelve (12) month period. The Contractor will shall provide DMMA with the annual written review. Updates to the Manual require DMMA prior written approval.</p>		
<p>18. Appeals</p> <p>Pursuant to RFP Section 2.50 , 2.51, 2.52 and Appendix R the Contractor shall provide DMMA with a written explanation within three (3) business days of the day that a trip is denied, suspended, or terminated (the “Notice”). In addition to an explanation of the action, the Notice shall inform the Medicaid member of his or her appeal rights regarding the action. The Contractor shall develop a notice of appeal letter to be submitted to DMMA for approval prior to the start of operation. The notice of appeal letter shall be provided to the member within five (5) business days.</p>	<p>The Contractor shall provide notice to the members and DMMA within three (3) business days as prescribed.</p>	<p>The Contractor shall pay DMMA \$250.00 per calendar day for each calendar day that the notice is not sent to DMMA within three (3) days of the date that a trip is denied, suspended, or terminated.</p> <p>The Contractor shall pay DMMA \$250.00 per calendar day for each calendar day that the member notice is not sent within five (5) days of the date that a trip is denied, suspended, or terminated.</p>
<p>19. Complaints</p> <p>Pursuant to RFP Section 2.53, the Contractor shall be responsible for recording and responding to all complaints regarding, related to, and based on the delivery of services required under this Contract. Recording and resolution of complaints shall be pursuant to the procedure and manner set forth in the RFP.</p>	<p>Contractor’s review and resolution of complaints is subject to discretionary review by DMMA and may be reversed by DMMA.</p> <p>The Contractor shall respond verbally to the person or entity making the complaint within twenty-four (24) hours of the Contractor’s receipt of the complaint and provide DMMA a written record of the complaint and resolution including any corrective action within five (5) business days of receipt of the complaint.</p> <p>The Contractor shall compile and analyze a summary of complaints on file on a monthly basis to determine quality of services to clients, noting</p>	<p>The Contractor shall pay DMMA \$250.00 per calendar day for each calendar day that it does not respond to complaints as outlined in the RFP.</p>

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<p>20. Staffing</p> <p>Pursuant to RFP Section, 2.60 the Contractor shall meet or exceed all staffing requirements specified in the RFP.</p>	<p>patterns or trends of the complaints received.</p> <p>The Contractor’s Supervisory personnel shall be available to Contractor’s staff within and for a thirty (30) minute response time during all hours of operation.</p> <p>The Contractor shall maintain sufficient levels of supervisory and support staff with appropriate training and work experience to perform all Contract requirements on an on-going basis.</p> <p>DMMA may approve or disapprove any proposed changes in key staff, or require the removal or reassignment of any Contractor employee or subcontractor employee that the Department deems to be unacceptable. DMMA must be notified in writing within three (3) calendar days of all staff changes and/or vacancies.</p>	<p>The Contractor shall pay the Department \$100.00 per 30 minute interval after the initial time frame that supervisory personnel are not available to the staff.</p> <p>The Contractor shall pay DMMA \$250.00 per calendar day for each calendar day that it does not maintain sufficient levels of supervisory and support staff with appropriate training and work experience that reflects the population being served.</p> <p>The Contractor shall pay the Department \$250.00 per incident if there is a change/vacancy in staffing levels without notifying DMMA.</p>
<p>21. Quality Assurance Plan</p> <p>Pursuant to RFP Section 2.55, the Contractor shall develop and maintain an on-going quality assurance plan (the “QA Plan”) that includes, but is not limited to the components set forth in the RFP.</p>	<p>The QA Plan shall be submitted to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by DMMA shall be incorporated into the Manual within ten (10) business days of notification.</p> <p>The QA plan shall be reviewed at least annually and any revisions shall be submitted to DMMA for review and approval at least thirty (30) calendar days prior to use.</p>	<p>The Contractor shall pay DMMA \$250.00 per calendar day for each calendar day after forty (40) calendar days that it fails to submit the QA Plan. The Contractor shall pay the Department \$100.00 per day for each calendar day that the QA Plan is put into use without DMMA approval of its modifications to the Plan.</p>

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<p>22. Performance Review and Monitoring</p> <p>Pursuant to RFP Section 2.56, DMMA may review Contractor's records or conduct on-site reviews at any time so as to ensure compliance with the RFP, the Contract, and State or Federal standards. In addition, all of the transportation provider's vehicles shall be made available to DMMA or its agent(s) for inspection at any time.</p>	<p>In order to ensure compliance with the RFP, the Contract, and State or Federal standards, DMMA staff or its agent(s) may ride on trips. Additionally, the Contractor agrees to make all records related to Medicaid Members and services provided under this Contract available to DMMA within two (2) business days of the request or immediately upon request from DMMA.</p>	<p>The Contractor shall pay DMMA \$1,000.00 per calendar day for each calendar day that it fails to allow DMMA access to the records or conducts reviews as specified in the RFP.</p>
<p>23. Reports</p> <p>Pursuant to RFP Section 2.69,2.70,2.71,2.76,2.77,2.78,2.79,2.80,2.81 and Appendix U all reports and other information described in the RFP shall include the items and components described in these RFP Sections.</p> <p>DMMA retains the right to require additional reports from the Contractor at any time during the contracted period.</p>	<p>All reports and other information described in the RFP shall be delivered to DMMA in final form on or before their respective due dates.</p>	<p>The Contractor shall pay the Department \$1,000.00 per calendar day for each calendar day that it fails to submit the reports and other information as required by the RFP.</p>
<p>24. General Failure to Comply with Contract Term, Provision, or Condition</p> <p>If the Contractor fails to meet a term, condition, or requirement of the Contract that is not specifically addressed in one of the above Performance Measurements and financial damages are difficult or impossible to ascertain exactly, the Contractor agrees that DMMA may access additional liquidated damages in those cases.</p> <p>In addition, DMMA may identify any other condition resulting from Contractor non-compliance with the RFP and contract through routine monitoring activities. DMMA shall notify the</p>	<p>DMMA reserves the right to assess additional damages that are difficult or impossible to determine in the event of an unexpected event or deficiency.</p> <p>The Contractor shall submit a corrective action plan after being notified by DMMA that a deficiency exists.</p>	<p>The Contractor shall pay the Department \$500.00 per calendar day for each calendar day that it fails to meet any part of this Performance Measurement or Standard.</p> <p>The Contractor shall pay the Department \$250.00 for each day that the corrective action plan has not been received by DMMA.</p>

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Contractor in writing of the non-compliance and designate a reasonable time for correction of the non-compliance.		
<p>25. Eligibility Verification System</p> <p>Pursuant to RFP Sections 1.13, 1.14, 1.15 and 1.16 Appendix F, Contractors are required to maintain the most current Medicaid eligibility information, the Contractor shall have to verify eligibility at all times.</p>	The Contractor shall have the ability to verify Medicaid eligibility at all times.	The Contractor shall pay the Department \$250.00 per calendar day or part thereof that the Contractor fails to have a mechanism to verify eligibility.
<p>26. Dialysis Requirements</p> <p>Pursuant to DMMA requirements, the Contractor is required to ensure that Medicaid members receiving dialysis treatment are delivered to scheduled health care appointments on time.</p>	The Contractor shall ensure that a dialysis patient arrives at a dialysis clinic for a scheduled dialysis appointment no later than ten (10) minutes from the scheduled appointment time. In addition, all other standards in Performance Measurement #6 shall apply to dialysis patients.	<p>The Contractor shall pay the Department \$1000.00 for each incident that the Contractor is more than ten (10) minutes late for arrival to a scheduled dialysis appointment.</p> <p>In addition, the Contractor shall be assessed the fees as outlined in Performance Measurement #6.</p>
<p>27. Levels of Transportation</p> <p>Pursuant to RFP Section 2.20, when determining the appropriate mode of transportation for a member, the Contractor shall consider the member's current level of mobility and functional independence.</p>	The Contractor is to refrain from utilizing vehicles that do not meet the mobility and functional needs of the Medicaid members being transported.	The Contractor shall pay the Department \$1,000.00 upon discovery and \$1,000.00 each day after the discovery per incident where a vehicle is utilized that is not adequate to meet the mobility and functional needs of the Medicaid member being transported...
<p>28. Computer Requirements</p> <p>Pursuant to RFP Section 2.82, the Contractor, upon request is required to provide DMMA with an architectural diagram of their system network. The Contractor must maintain in the central business</p>	The Contractor shall have and maintain a computer network system the meets the current requirements and has the capacity to be modified to meet ongoing industry changes that may be required by DMMA.	The Contractor shall pay the Department \$1000.00 for each calendar day the Contractor does not have the required computer network system to perform the requirements in the RFP.

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>office and Call Center sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment, trip reservation and to meet the reporting requirements in the RFP. Sixty (60) calendar days prior to the implementation date, the Contractor must produce verification of successful testing with the State's fiscal agent for the eligibility verification. The Contractor's automated provider file must include all data required to submit the monthly encounter data to the State's MMIS including provider Taxonomy. All data stored electronically using the Contractor's computer system must be backed up on a daily basis and stored at an off-site location approved by the DMMA. The Contractor must notify DMMA immediately when a system failure occurs.</p>	<p>The database must be available to DMMA or its agent.</p> <p>The Contractor shall also maintain a computer system that shall support the accurate scheduling of trips for eligible members.</p>	
<p>29. Equal Employment Opportunity Plan</p> <p>Pursuant to RFP Section 2.61 the Contractor's staffing shall demonstrate a commitment to minority participation on the Delaware project. The Contractor shall develop an Equal Employment Opportunity Plan and submit it to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. The Contractor shall incorporate modifications required by DMMA within ten (10) business days of notification.</p>	<p>In no case shall a Contractor be allowed to begin operations without an approved Equal Employment Opportunity Action Plan (EEOAP). The EEOAP shall be revised on an annual basis and resubmitted for DMMA approval no later than thirty (30) days prior to the end of each twelve (12) month period after the contract start date.</p>	<p>The Contractor shall pay the Department \$250.00 for each calendar day that there is not an approved EEOAP prior to the start of operations. In addition, the Contractor shall pay \$100.00 per day for each calendar day that the modifications are not incorporated in the EEOAP and \$100.00 for each day that the Contractor fails to submit the revised plan to DMMA.</p>
<p>30. Turnover Plan</p> <p>Pursuant to RFP Section 2.86, the Contractor shall after forty-five (45) days of the notification of the award of the contract, submit a Turnover Plan to DMMA for approval. Thereafter, an updated Plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DMMA.</p>	<p>The Turnover Plan shall be submitted to DMMA for approval on the dates set or within thirty (30) calendar days of a special DMMA request.</p>	<p>The Contractor shall pay the Department \$500.00 for each calendar day that the Contractor has not submitted the Turnover Plan to DMMA as required.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>31. Implementation Work Plan</p> <p>Pursuant to RFP Section 2.17 the Contractor shall prepare and maintain an implementation work plan that includes all the activities required to begin operations successfully under the Contract.</p>	<p>A preliminary work plan must be submitted with the proposal. The Contractor must submit for DMMA review and approval, a final work plan within fifteen (15) business days after Contract execution.</p>	<p>The Contractor shall pay the Department \$500.00 per day for each calendar that the work plan is not submitted within fifteen (15) days of Contract execution.</p>
<p>32. Disaster Recovery Plan</p> <p>Pursuant to RFP Section 2.83, the Contractor shall develop and maintain a Disaster Recovery Plan designed to minimize any disruption to transportation services caused by a disaster at the Contractor's central business office or other facilities. It is the sole responsibility of the Contractor to maintain adequate backup to ensure continued scheduling and transportation capability.</p>	<p>The Disaster Discovery Plan shall be submitted to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. The Contractor must incorporate modifications required by DMMA with ten (10) calendar days of notification. In no case, will the Contractor be allowed to begin operations without an approved Disaster Recovery Plan. The Contractor shall update on an annual basis and submit a complete revised plan within fifteen (15) calendar days following the end of the Contract year. In addition, the Contractor shall make changes within ten (10) calendar days of changes in procedures.</p>	<p>The Contractor shall pay the Department \$1000.00 per calendar day for each calendar day that it fails to submit a Disaster Recovery Plan to DMMA for approval. The Contractor shall also pay \$500.00 per calendar day for each day that it fails to submit modifications to the plan to DMMA within the time frames specified in the RFP.</p>
<p>33. Recruit and Maintain an Adequate Transportation Network</p> <p>Pursuant to RFP Section 2.04, the Contractor shall have sufficient capacity available to meet all of the non-emergency transportation needs of the DMAP recipients. Capacity shall include ambulances, wheelchair vans, public transportation, sedans, vans and taxicabs.</p>	<p>The Contractor shall secure a minimum of three (3) ambulatory and three (3) non-ambulatory transportation providers in each county, not including Dart First State. The Contractor shall maintain a sufficient number and type of vehicles, drivers and attendants under this contract so that the failure of any provider to perform service shall not impede the ability of the Contractor to provide NET service in accordance with the requirements of the RFP</p>	<p>The Contractor shall pay the Department \$1000.00 per calendar day for each calendar day that it fails to comply with the RFP Section 2.04</p>

PERFORMANCE MEASUREMENTS AND GUARANTEES

The Contractor shall pay any liquidated damages to the Department as prescribed in the notice of assessment.

The Contractor and the Department agree that the Department may elect to deduct any assessed fees from payments due or owing to the Contractor or direct the Contractor to make payment directly to the Department for any and all assessed fees. The choice is solely and strictly the Department's choice.

The Contractor and the Department agree that in the event of a disagreement regarding, arising out of, or related to contract language interpretation, the Department's interpretation of the contract language in dispute shall control and govern. The Department's interpretation of the contract language in dispute shall not be subject to appeal.

4.07 Instructions NET Budget Proposals and Budget Narrative

General:

- A. All requested information **must** be given in the format provided.
- B. Costs charged to this program are to be only those costs reasonable and necessary to provide the services as outlined in this application.
- C. **Prepare separate NET Budget Proposals for a call center in Delaware and a call center in a remote location.**
- D. Make additional copies of Budget Forms as needed.
- E. The Budget **must** be accompanied by a **Budget Narrative** which explains the costs presented in the Budget and provides justification.
- E. **In compliance with the Department of Health and Social Services, no more than twelve percent (12%) of the reimbursement (PMPM) shall be for administrative costs, corporate overhead and profit.**

BUDGET TEMPLATE

Instructions - The intent of the Budget Template is to outline planned expenses for the resultant contract should the bidder be awarded the right to negotiate a contract with the Department. It requires the bidder to identify costs by major function and to separate costs attributed to this contract and those expenses that are attributable to any other function or contract where staff serve multiple functions or serve multiple contracts. The bidder must identify all personnel full time and part-time by name, position, percent % of time spent on the program described, salary, fringe benefits and function. The bidder must justify and explain the rationale for utilizing the number of full-time and part-time personnel to perform the tasks. Furthermore, the bidder must explain in its narrative where individuals perform several functions. For this budget purpose, an individual may not be counted as more than one FTE, although an individual may perform multiple functions in which case, the FTE must be apportioned by percentage to each function. Also, this Budget Template requires the bidder to allocate only personnel and other direct and indirect costs charged to the resultant contract. Personnel performing the same function for other contracts (example: Call Center) must be listed along with the percent % of time spent on Delaware's NEMT contract. Other direct and indirect cost attributed to other contracts (example: Lease or Rental Costs) must be listed along with the percent % allocated.

Personnel Expenses – Direct and Indirect

Column 1 Name of Person: Indicate the name of each person whose time is directly allocated to this program. If a person occupies two positions, show both positions with the appropriate time for each. Staff includes full and part-time staff.

Column 2 Position Title: Indicate the position title. Position Titles should agree with job descriptions.

Column 3 Percentage of Time Spent on Program: Indicate for each staff person the percentage of his/her total weekly work hours (rounded to the nearest whole number) which will be spent on activities related to the project.

Column 4 Total Annual Salary: Indicate for each staff person the total annual salary (Note that the total annual salary of each staff person should be included here, regardless of the percent of time spent on the project.)

Column 5 Total Fringe Benefit Amount: Indicate for each staff person the total annual amount of fringe benefits. (Note the total annual fringe benefits amount of each staff person should be included here, regardless of the percent of time spent on the project.)

Column 6 Total Salary Included in Proposal: Identify the total salary for the person listed that will be charged to this program.

Indicate the total of each column on the appropriate row.

Direct and Other Indirect Costs

General - When costs are applicable to more than one program, cost should be pro-rated. Report the percent % of Operations Allocation in column 2 and the Budget amount in column 3. The method used should be explained in the Budget Narrative.

- Rent/Lease

Enter the cost applicable to rent/lease. Only the portion of the facility utilized by the program can be applied to the project. The rate is not to exceed the fair rental/lease value of the space. (Rate is based on a square feet per annum basis).

- Enter the funds applicable to fixtures and furniture
- Utilities

Enter the funds applicable to heat, water, electric, telephone etc.

- Enter the funds applicable to repairs. Specify the type of repairs and address the need in the Budget Narrative.
- Consulting enter funds that will be used for consulting service. Specify how the funds will be used and why the service cannot be provided by the Offerors staff.
- Computer Resources - Enter the amount of funds that will be used to support the necessary function listed under Section II of the RFP and any other related costs.

- Other
Identify the specific item(s) on the form and address in Budget Narrative.

Indicate the total of each column on the appropriate row.

Direct Transportation Cost for Provider Services

General - Enter the statistics and cost of service that will be provided either by service providers or through public transportation. (For Example, contracts with transportation providers under contract with the Broker would fall under the appropriate provider type. Service provided by the Delaware Transit Corporation would be listed under public transportation)

- Column 2 enter the estimated number of annual trips for each provider type.
- Column 3 enter the estimated annual cost per trip for each provider type.
- Column 4 enter the estimated annual total cost for each provider type.

Indicate the total of each column as appropriate on the bottom line.

Total Direct & Indirect Costs, NEMT Provider Service Cost and Profit

- Column 2 enter the total personnel and other direct cost
- Column 2 enter the total personnel and other indirect cost
- Column 2 enter the total transportation cost for provider service
- Column 2 self explanatory (no more than twelve percent (12%) of the reimbursement shall be for administrative costs, corporate overhead and profit)

Capitation Rate Calculations

- Column 1 enter the proposed monthly amount per eligible (PMPM)
- Column 2 enter the estimated annual number of unduplicated clients served
- Column 3 enter the number of annual member months
- Column 4 enter the total annual cost

NARRATIVE

The budget narrative is intended to more fully explain items and costs associated with the Budget Proposal you complete for this program.. The narrative should supply a clear, concise, and accurate narrative. Some of the general topics that should be addressed include, but are not limited to:

- Budget items based on projections and/or assumptions made during development of the budget. Describe the basis for cost calculations and any rationale that may serve to support the process used.
- Provide any information that may help reviewers understand items in the budget. Particularly, how the capitation rate was developed based on the information provided in the budget proposals and program data on clients in the eligible population.