

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
NON-EMERGENCY MEDICAL TRANSPORTATION
ISSUED BY DIVISION OF MEDICAID AND MEDICAL ASSISTANCE
CONTRACT NUMBER HSS-19-045**

Contents:

- I. Overview
 - II. Scope of Services
 - III. Required Information
 - IV. Professional Services RFP Administrative Information
 - V. Contract Terms and Conditions
 - VI. RFP Miscellaneous Information
 - VII. Attachments
- Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
- Appendix C - DIVISIONAL REQUIREMENTS
- Appendix D - BIDDERS SIGNATURE FORM
- Appendix E- DELAWARE RELAY SERVICE FACT SHEET
- Appendix F - NEMT GATEKEEPING POLICIES
- Appendix G - NEMT COVERAGE GROUPS
- Appendix H - CERTIFICATION SHEET
- Appendix I - STATEMENT OF COMPLIANCE FORM
- Appendix J - FEDERAL ACQUISITION REGULATION 52.209-5
- Appendix K - TRANSMITTAL LETTER
- Appendix L- DRUG FREE WORKPLACE
- Appendix M- NEMT BROKER MONTHLY AND QUARTERLY REPORTS
- Appendix N - DEFINITIONS
- Appendix O - COVERED SERVICES
- Appendix P- NON-COVERED SERVICES
- Appendix Q- TRANSPORTATION SERVICE FOR PARTICIPANTS IN THE PROMISE AND PATHWAYS PROGRAMS

**** [Ctrl+Click on the headings above will take you directly to the section.](#)**

I. Overview

The State of Delaware Department of Health and Social Services, Division of Medicaid and Medical Assistance, seeks professional services for Non-Emergency Medical Transportation

STATE OF DELAWARE
DHSS/DMMA

(NEMT). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 04/26/2019
Deadline for Questions	Date: 05/02/2019
Response to Questions Posted by:	Date: 05/08/2019
Deadline for Receipt of Proposals	Date: 05/30/2019 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 06/03/2019

Each proposal must be accompanied by a transmittal letter, which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP, which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

BACKGROUND

Medicaid

Delaware Health and Social Services (DHSS) is designated as the single agency in Delaware responsible for the overall administration of Medicaid (Title XIX) and other medical assistance programs. This administrative responsibility is discharged at the operational level through the Delaware Medical Assistance Program (DMAP) of the Division of Medicaid and Medical Assistance (DMMA).

Delaware receives on average 54 percent matching funds from the Federal government for this program. In State Fiscal Year (SFY) 2018 (July 2017 to June 2018), total Medicaid expenditures were \$2,306,708,964. There were 236,702 average monthly eligibles for SFY 2018. There were 186,380 average monthly eligibles in the Diamond State Health Plan, DMMA’s State Managed Care program, for SFY 2018.

Presently, the DMMA State Managed Care program contracts with two Managed Care Organizations (MCOs) to provide services (January 2019) to 236,684 Medicaid and 8,810 Delaware Healthy Children Program (DHCP) enrollees. The services required under the Diamond State Health Plan program are provided by one or more MCOs if more than one MCO is enrolled during the term of the contract.

STATE OF DELAWARE
DHSS/DMMA

Delaware Medicaid provides coverage to various populations who meet the Federal Poverty Level (FPL) and other eligibility requirements. Below are the FPL guidelines:

- Pregnant women and infants with incomes up to 212% of the FPL
- Children ages 1 to 5 with incomes up to 142% of the FPL
- Children ages 5 to 18 (until the end of the month when the child turns 19) with incomes up to 133% of the FPL
- Adults with incomes up to 133% of the FPL

Effective 12/20/17, an Amendment was made to the Diamond State Health Plan 1115 Waiver to provide Medicaid State Plan coverage to former foster care youth under age 26 who were in foster care under the responsibility of another state or tribe when they "aged out" of foster care at age 18 (or such higher age as elected by the other state) and were enrolled in Medicaid at that time.

Delaware Medicaid also provides Long Term Services and Supports (LTSS) through both managed Long Term Care under Diamond State Health Plan Plus and through fee-for-service for the Division of Developmental Disabilities Services (DDDS) waiver. Individuals must qualify both medically and financially to receive LTSS in Delaware.

Through the 1915(c) DDDS Lifespan Waiver amendment enacted on July 1, 2017, DDDS provides services to individuals with intellectual and developmental disabilities, autism, and/or Prader-Willi Syndrome who have left school but who do not require a residential support as of the time of enrollment (i.e., do not receive Residential Habilitation). These individuals typically live in the family home and are currently enrolled in Delaware's 1115 Diamond State Health Plan Waiver to receive their regular Medicaid State Plan benefits via an MCO. Individuals who are enrolled in the 1915(c) DDDS Lifespan Waiver and are receiving Residential Habilitation are carved out of the 1115 DSHP Waiver and receive their acute care benefits via fee for service. Members that receive DSHP Plus LTSS under the 1115 Waiver can choose to remain enrolled in DSHP Plus. DSHP Plus LTSS members with intellectual and developmental disabilities cannot be concurrently enrolled in the 1115 waiver and the DDDS Lifespan 1915(c) waiver. Individuals must choose the LTSS program that will best meet his or her needs. Individuals are assisted to make that choice by the MCO case manager and a DDDS Community Navigator.

Delaware also provides home and community-based services to participants in the Promoting Optimal Mental Health for Individuals through Supports and Empowerment (PROMISE) and Pathways to Employment (Pathways) programs. PROMISE provides supports to individuals with a behavioral health (mental health and/or substance abuse) diagnosis to gain and keep employment. The Pathways program provides supports for individuals with disabilities to gain and keep employment. Additional information regarding transportation services for Pathways and PROMISE participants can be found in Appendix Q.

Chronic Renal Disease Program

The Delaware Legislature established the Chronic Renal Disease Program (CRDP) effective 1970 by enacting Title 29, Chapter 79, Subchapter 11, Sections 7932-7935. The purpose of this program is to provide assistance to state residents diagnosed with End Stage Renal Disease (ESRD). The CRDP is not federally funded. CRDP is 100% State funded. Since there are limited funds available, the CRDP should only be utilized as a program of last resort.

STATE OF DELAWARE
DHSS/DMMA

All third party resources (Medicare, Medicaid, Veteran's Benefits, and Private Insurance) must be used before CDRP funds are utilized.

Current NEMT Program

The current NEMT program was developed as part of a cost containment measure and to increase efficiency. NEMT services are defined in the RFP as necessary non-emergency medical transportation services provided to Medicaid members to ensure reasonable access to and from medical services. Necessary transportation is defined as the least expensive mode of transportation available that is appropriate to the medical and or functional needs of the member. DMMA seeks to contract with one broker to be responsible for the administration and provision of NEMT services in each of the three counties in Delaware to include wheelchair van, non-emergency ambulance, public transportation and car/station wagon, minivan services and mileage reimbursement. Non-emergency ambulance transportation is restricted to those members who require transport by stretcher. This administrative approach will allow for the extensive coordination of trips and appropriate use of DMAP expenditures. The Broker will coordinate trips, reimburse NEMT service providers and employ accountability measures to ensure effective utilization of expenditures.

PURPOSE

This Request for Proposal (RFP) for the State of Delaware, Delaware Department of Health & Social Services, Division of Medicaid and Medical Assistance (DMMA) is issued to obtain a qualified Broker for Non-Emergency Medical Transportation Services (NEMT) for eligible Delaware Medical Assistance Program (DMAP) members within the State of Delaware. In this RFP, DMAP and Medicaid are used interchangeably and the terms Broker, Contractor and Vendor are used interchangeably. The Broker will be responsible for:

- Recruiting/contracting with transportation providers;
- Payment administration;
- Gatekeeping/verification of need;
- Reservation/trip assignment;
- Quality assurance;
- Grievances and appeals; and
- Administration oversight and reporting.

Proposals for anything less than statewide services will be rejected.

One Broker will be selected for providing services statewide.

The successful Broker must be able to meet the requirements as described at 42 CFR Part 440.170 and as amended.

The successful Broker must apply for a National Provider Identification (NPI) number and must complete registration with Delaware Medical Enterprise System (DMES).

The Broker shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DMMA.

II. Scope of Services

STATE OF DELAWARE
DHSS/DMMA

Non-Emergency Medical Transportation (NEMT) services are defined as medically necessary transportation in addition to escort, if required, for any eligible individual (as defined in Appendix G) who has no other means of transportation available to a medical service for receiving treatment and/or medical evaluation.

The activities required for the administration and delivery of NEMT services include:

- Negotiating, signing and executing service agreements with qualified transportation providers;
- Gatekeeping, scheduling and dispatching the most appropriate trip which meets the need of the member;
- Monitoring quality of service delivery; and
- Reimbursing transportation providers.

The Broker's scope of services is defined in Appendix B: Scope of Work and Technical Requirements.

Delaware Medicaid funds may not be used to pay for NEMT services that are otherwise available without charge to both Medicaid members and individuals who do not have Medicaid. In addition, Medicaid is generally the payer of last resort. The Broker is encouraged to utilize federally funded and public transportation whenever possible if it is cost-effective, and to negotiate service agreements with such entities when appropriate.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Broker shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Broker shall provide a response to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below. The Broker's technical response shall adhere to the following outline:

- Executive Summary;
- Corporate Background and Experience;
- Project Organization and Staffing;
- Methodology;
- Work Plan.

Requirements to be included under each of these headings are identified in the paragraphs below. Each section of the response should include all items listed in the

STATE OF DELAWARE
DHSS/DMMA

paragraphs below. A format that easily follows the requirements and order of the RFP should be used.

Executive Summary: This section shall contain a short summary of the Broker's organization, a summary of the proposed technical approach and staffing structure, including:

- An overview of the proposed work plan;
- A high-level summary of the staff organizational structure; and,
- A brief discussion of the Broker's understanding of the objectives and expectations of this RFP.

The Executive Summary should be no more than five (5) single-spaced typed pages in length.

Corporate Background and Experience: This section shall include details about the background of the Broker's company, its size and resources, details of corporate experience relevant to the proposed scope of work, and a list of all current or recent Medicaid or related projects. This section must also present the details of the Broker's experience with the type of service to be provided through this RFP and its Medicaid experience. The Broker's response shall identify the projects for which a reference is being submitted in Attachment 5.

Project Organization and Staffing: This section shall include a description of the Broker's proposed project team organization, charts of proposed personnel and positions, and résumés of all executive leadership, including the Project Director. The Broker shall describe:

- The experience and qualifications of its key staff proposed to work on this project;
- How the Broker will train, educate, and supervise project staff; and
- The Broker's relationship with any proposed subBrokers, including how it will monitor these subBrokers; and its experience working with any proposed subBrokers. The Broker shall specifically state the subBrokers to be used for this project, provide references and qualifications of all proposed subBrokers, and biographies of any subBroker staff proposed to work on this project.

Methodology: The methodology section shall describe the Broker's approach to providing the services described in Appendix B: Scope of Work. This section should contain a comprehensive description of the proposed work plan and specify how the Broker will provide quality NEMT services and promote member and provider satisfaction. The description must include the following:

- The requirements of this RFP as outlined in the Scope of Work.
- An overview of how the Broker will ensure that members arrive and are picked up at the pre-arranged times for appointments, and ensure that appropriate door-to-door or curb-to-curb service is provided.
- A copy of the Broker's standard service agreement with transportation providers.

STATE OF DELAWARE
DHSS/DMMA

- The methodology to be followed in accomplishing each requirement outlined in the Scope of Work in sufficient detail to demonstrate the Broker's direction and understanding of this RFP.
- Information about past performance results and a plan for continuous quality improvement.

Work Plan: This section must include a work plan for completing the project. The work plan must reflect the requirements specified in Section 30.0 of Appendix B: Scope of Work. The work plan must be submitted in Microsoft Excel format.

3. Complete and submit all appropriate attachments, forms and information as identified in Appendix A of this RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise in providing NEMT services
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Brokers with a Disability

Brokers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and

STATE OF DELAWARE
DHSS/DMMA

may disqualify the Broker. Brokers should rely only on written statements issued by the RFP designated contact.

Loriann Broome
Social Service Administrator
1901 N DuPont Highway
New Castle, DE 19720
Lewis Building
Loriann.Broome@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Brokers' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Brokers directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subBrokers currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Broker who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State Broker;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and

STATE OF DELAWARE
DHSS/DMMA

- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State Broker, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each Broker shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

Each proposal must be submitted with seven (7) paper copies and seven (7) electronic copy on CD or DVD media disk.

HARD COPIES

Each required copy must contain the following sections:

1. Technical Proposal
2. Cost Proposal – The cost proposal must not be included in or attached to the Technical Proposal.
3. Required attachments and forms

ELECTRONIC COPIES

Each required CD or DVD must contain a minimum of three files as follows:

1. Technical Proposal – One document in PDF or Word Format
2. Cost Proposal – In Excel or Word
3. Required attachments and forms

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on May 30, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Kimberly Jones
Purchasing Services Administrator
Department of Health and Social Services
Procurement Branch
Main Admin Bldg., Sullivan Street
2nd floor –Room #257
1901 N. DuPont Hwy
Herman Holloway Campus
New Castle, DE 19720
dhss_dms_dmsprocure@delaware.gov

STATE OF DELAWARE
DHSS/DMMA

Bidders are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS-19-045” on the outside of the bid submission package.

Bidder name should also be clearly visible on the outside of the package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing Broker bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Broker proposals, each Broker shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Brokers from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Broker associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Broker’s conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 1, 2020. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Broker name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Broker.

There will be no public opening of proposals but a public log will be kept of the names of all Broker organizations that submitted proposals. The contents of any proposal

STATE OF DELAWARE
DHSS/DMMA

shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that Brokers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a Broker's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Broker's proposal will be treated as confidential during the evaluation process. As such, Broker proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Broker's information to a competing Broker prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected Broker proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the Broker community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Broker feels that they cannot submit their proposal without including confidential business information, they must adhere to

STATE OF DELAWARE
DHSS/DMMA

the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Broker's confidential business information may be lost.

In order to allow the State to assess its ability to protect a Broker's confidential business information, Brokers will be permitted to designate appropriate portions of their proposal as confidential business information.

Broker(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Broker's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A Broker's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Broker designation as set forth in this section. Any Broker submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Broker(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Brokers shall be advised that as a publically bid contract, no Broker shall retain the right to declare their pricing confidential.

13. Multi-Broker Solutions (Joint Ventures)

Multi-Broker solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime Broker**". The "**prime Broker**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all Broker systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Broker of responsibility for the professional and technical accuracy and adequacy of the work. Further, Broker shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subBroker or its sub-subBroker.

Multi-Broker proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Broker.

a. Primary Broker

STATE OF DELAWARE
DHSS/DMMA

The State of Delaware expects to negotiate and contract with only one “prime Broker”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Brokers who are co-bidding on this RFP. The prime Broker will be responsible for the management of all subBrokers.

Any contract that may result from this RFP shall specify that the prime Broker is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded Broker. Payments to any-subBrokers are the sole responsibility of the prime Broker (awarded Broker).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

The Broker selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Brokers assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subBroker.

Use of subBrokers must be clearly explained in the proposal, and major subBrokers must be identified by name. **The prime Broker shall be wholly responsible for the entire contract performance whether or not subBrokers are used.** Any sub-Brokers must be approved by State of Delaware.

c. Multiple Proposals

A primary Broker may not participate in more than one proposal in any form. Sub-contracting Brokers may participate in multiple joint venture proposals.

14. Sub-Contracting

The Broker selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Brokers assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subBroker.

Use of subBrokers must be clearly explained in the proposal, and subBrokers must be identified by name. Any sub-Brokers must be approved by State of Delaware.

15. Discrepancies and Omissions

Broker is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Broker. Should Broker find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Broker shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Broker’s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated

STATE OF DELAWARE
DHSS/DMMA

Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **May 2, 2019**. All questions shall be sent by email to Loriann Broome at Loriann.Broome@delaware.gov. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **May 8, 2019**. Broker names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Broker's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Broker.

This RFP does not constitute an offer by the State of Delaware. Broker's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

STATE OF DELAWARE
DHSS/DMMA

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more Brokers if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Brokers shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Brokers during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

Broker may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, Broker or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful Broker(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

STATE OF DELAWARE
DHSS/DMMA

Notice in writing to a Broker of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no Broker will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the Broker whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the Broker who submits the lowest bid or the Broker who receives the highest total point score, rather the contract will be awarded to the Broker whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning Broker will be invited to negotiate a contract with the State of Delaware; remaining Brokers will be notified in writing of their selection status.

26. Cooperatives

Brokers, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Brokers. Brokers are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which Brokers meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more Brokers during the same period and may, at its discretion, terminate negotiations with any or all Brokers. The Team shall make a recommendation regarding the award to the Secretary of Health and Social Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful Broker in the best interests of the State of Delaware.

STATE OF DELAWARE
DHSS/DMMA

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Broker's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible Broker and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Brokers during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Broker and negotiate with more than one Broker at the same time.
- Select more than one Broker pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Executive Summary: understanding of the project requirements.	5
Corporate Background and Experience: Experience creating and running similar projects.	25
Project Organization and Staffing: Appropriateness of project organization, qualifications and experience of persons to be assigned to the project, including subBrokers.	10
References	10
Methodology and Work Plan: Ability to meet performance standards and contract requirements.	40

STATE OF DELAWARE
DHSS/DMMA

Criteria	Weight
Pricing	10
Total	100%
Bidders must circle Yes or No to the following questions and include the answers in their response.	
1) Does the bidder have a Supplier Diversity plan currently in place?	Yes/No
2) Does the bidder have any diverse sub-Brokers as outlined in Attachment 8 Tier II Sub-Brokers?	Yes/No
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	Yes/No
Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.	

Brokers are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Broker’s capabilities so the responding Broker should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any Broker in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the Broker, whether or not included in the Broker’s reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include Broker personnel. If the Broker is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

STATE OF DELAWARE
DHSS/DMMA

After initial scoring and a determination that Broker(s) are qualified to perform the required services, selected Brokers may be invited to make oral presentations to the Evaluation Team. All Broker(s) selected will be given an opportunity to present to the Evaluation Team.

The selected Brokers will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The Broker representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the Broker's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Broker's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded Broker(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a.** The term of the contract between the successful bidder and the State shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.
- b.** The selected Broker will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval

STATE OF DELAWARE
DHSS/DMMA

by the State of Delaware. Brokers will be required to sign the contract for all services, and may be required to sign additional agreements.

- c. The selected Broker or Brokers will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Broker's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the Broker's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful Broker shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Broker is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful Broker.
- f. If the Broker to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Broker. Such Broker shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Brokers are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

Any evidence of agreement or collusion among Broker(s) and prospective Broker(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Broker(s) void.

By responding, the Broker shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Broker submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Broker did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Broker's proposal preparation.

Advance knowledge of information which gives any particular Broker advantages over any other interested Broker(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Brokers found to be lobbying, providing gratuities to, or in any way attempting to influence a State of

STATE OF DELAWARE
DHSS/DMMA

Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Broker will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, Brokers or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, Brokers shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Broker, its affiliates, actual or prospective Brokers, or any person acting in concert with Broker, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Broker may result in rejection of the Broker's proposal.

This paragraph does not prevent the employment by a Broker of a State of Delaware employee who has initiated contact with the Broker. However, State of Delaware employees may be legally prohibited from accepting employment with the Broker or subBroker under certain circumstances. Brokers may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Broker discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Brokers

The parties to the contract shall be independent Brokers to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Broker's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

STATE OF DELAWARE
DHSS/DMMA

Broker agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Broker for all purposes including any required compliance with the Affordable Care Act by the Broker. Broker agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Broker agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Broker agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Broker's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Broker will waive any separation fee provided an employee works for both the Broker and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Broker.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Broker, but does not state the required amount of the fee. The State requires that all Brokers shall identify the Additional Fee to obtain health coverage from the Broker and delineate the Additional Fee from all other charges and fees. The Broker shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Broker. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting Broker(s) for award.

STATE OF DELAWARE
DHSS/DMMA

d. Licenses and Permits

In performance of the contract, the Broker will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Broker. The Broker shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful Broker shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Broker to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Division of Medicaid and Medical Assistance
Loriann Broome
Social Service Administrator
1901 N. DuPont Highway
New Castle, DE 19720
Lewis Building**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing Broker agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Broker's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Broker shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Broker in writing and Broker shall defend such claim, suit or action at Broker's expense, and Broker shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

STATE OF DELAWARE
DHSS/DMMA

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Broker (collectively "Products") is or in Broker's reasonable judgment is likely to be, held to constitute an infringing product, Broker shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Broker recognizes that it is operating as an independent Broker and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Broker's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Broker in their negligent performance under this contract.
2. The Broker shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Broker is an independent Broker and is not an employee of the State of Delaware.
3. During the term of this contract, the Broker shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Broker shall in all instances maintain the following insurance during the term of this Contract.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful Broker must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability

STATE OF DELAWARE
DHSS/DMMA

\$1,000,000 per occurrence/\$3,000,000 aggregate

c. If the contractual service requires the transportation of departmental clients or staff, the Broker shall, in addition to the above coverage's, secure at its own expense the following coverage.

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

4. The Broker shall provide a Certificate of Insurance (COI) as proof that the Broker has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded Broker(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Broker will warrant that it possesses, or has arranged through subBrokers, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Broker Emergency Response Point of Contact

The awarded Broker(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Broker. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Broker to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

STATE OF DELAWARE
DHSS/DMMA

I. Warranty

The Broker will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Broker correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Broker's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected Broker is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Price Adjustment

The Broker is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial two (2) year period, the Division of Medicaid and Medical Assistance shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

o. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

p. Dispute Resolution

At the option of, and in the manner prescribed by the, Delaware Health and Social Services (DHSS) the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

STATE OF DELAWARE
DHSS/DMMA

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Agency elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by Agency, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Agency Director, for final and binding arbitration. Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

q. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Division of Medicaid and Medical Assistance.

1. Termination for Cause

If, for any reasons, or through any cause, the Broker fails to fulfill in timely and proper manner its obligations under this Contract, or if the Broker violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Broker of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Broker under this Contract shall, at the option of the State, become its property, and the Broker shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Broker shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Broker response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Broker response. If the State does accept the Broker's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Broker must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Broker successfully rectifies the original violation(s). At its discretion the State may reject in writing the Broker's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Broker shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

STATE OF DELAWARE
DHSS/DMMA

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

r. Non-discrimination

In performing the services subject to this RFP the Broker, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Broker shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

s. Covenant against Contingent Fees

The successful Broker will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Broker for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

t. Broker Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Broker. The Broker must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

u. Broker Responsibility

The State will enter into a contract with the successful Broker(s). The successful Broker(s) shall be responsible for all products and services as required by this RFP whether or not the Broker or its subBroker provided final fulfillment of the order. SubBrokers, if any, shall be clearly identified in the Broker's proposal by completing Attachment 6, and are subject the approval and acceptance of the Division of Medicaid and Medical Assistance.

v. Personnel, Equipment and Services

1. The Broker represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Broker or under its direct supervision, and all personnel,

STATE OF DELAWARE
DHSS/DMMA

including subBrokers, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subBrokers identified in Attachment 6 are considered approved upon award. Changes to those subBroker(s) listed in Attachment 6 must be approved in writing by the State.

w. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Brokers doing business with the State are encouraged to adopt fair background check practices. Brokers can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

x. Broker Background Check Requirements

Broker(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract Brokers. Should an individual be identified and the Broker(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Broker(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Broker to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Broker(s) shall be responsible for the background check requirements of any authorized SubBroker providing service to the Agency's contract.

y. Drug Testing Requirements for Large Public Works

STATE OF DELAWARE
DHSS/DMMA

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Brokers and SubBrokers to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Broker and SubBroker Employees Working on Large Public Works Projects](#)

z. Work Product

All materials and products developed under the executed contract by the Broker are the sole and exclusive property of the State. The Broker will seek written permission to use any product created under the contract.

aa. Contract Documents

The RFP, the Broker's response to the RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful Broker shall constitute the contract between the State of Delaware and the Broker. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Broker's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Broker.

bb. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Broker consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Brokers certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. Title 19 of the Social Security Act;
4. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
5. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
6. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any Broker fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Broker in default.

STATE OF DELAWARE
DHSS/DMMA

The selected Broker shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

cc. Severability

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

dd. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Broker hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Broker notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Broker shall meet and confer about coordination of representation in such action.

ee. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

ff. Affirmation

The Broker must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

gg. Audit Access to Records

The Broker shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Broker agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Broker. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Broker agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract.

STATE OF DELAWARE
DHSS/DMMA

Upon notice given to the Broker, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Broker's financial records will be borne by the Broker. Reimbursement to the State for disallowances shall be drawn from the Broker's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

hh. IRS 1075 Publication (If Applicable)

Performance

In performance of this contract, the Broker agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the Broker or the Broker's responsible employees.

The Broker and the Broker's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Broker is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Broker will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the Broker fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns

STATE OF DELAWARE
DHSS/DMMA

or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Broker to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Brokers by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Broker, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a Broker access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Brokers must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Brokers must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

STATE OF DELAWARE
DHSS/DMMA

unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Broker must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Broker to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Broker is found to be noncompliant with contract safeguards.

ii. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected Broker will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful Broker is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Brokers are invited to offer in their proposal value

STATE OF DELAWARE
DHSS/DMMA

added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

11. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to Brokers. Successful completion of this form enables the creation of a State of Delaware Broker record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-19-045 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Brokers shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded Broker(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Broker shall not use the State’s seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Brokers must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

STATE OF DELAWARE
DHSS/DMMA

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – SubBroker Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Data Book
- Attachment 11– Cost Proposal
- Attachment 12– Delaware Data Usage Terms and Conditions Agreement

- Appendix A – Minimum Mandatory Submission Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Divisional Requirements
- Appendix D – Bidders Signature Form
- Appendix E – Delaware Relay Service
- Appendix F – NEMT Gatekeeping Policies
- Appendix G – DMAP Coverage Groups
- Appendix H– Certification Sheet
- Appendix I – Statement of Compliance Form
- Appendix J– Debarment
- Appendix K– Transmittal Letter
- Appendix L– Drug Free Workplace
- Appendix M – Reports
- Appendix N– Definitions
- Appendix O– Covered Services
- Appendix P – Non-Covered Services
- Appendix Q– Transportation Services for PROMISE and Pathways Participants

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subBrokers will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded Brokers. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Loriann Broome at DMMA, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Brokers who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Broker will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subBroker (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at Brokerusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during

STATE OF DELAWARE
DHSS/DMMA

the covered periods shall result in a report even if the contract has expired by the report due date.

- Attachment 9 and 10 should be provided if applicable.
- Attachment 12 must be included in your proposal.
- Additional information regarding required components of your proposal can be found in Appendix A.

STATE OF DELAWARE
DHSS/DMMA

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. HSS-19-045

Contract Title: Non-Emergency Medical
Transportation

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Broker's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Broker's List **for these goods or services.**

_____ We wish to be deleted from the Broker's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: HSS-19-045
CONTRACT TITLE: Non-Emergency Medical Transportation
DEADLINE TO RESPOND: May 30, 2019 at 11:00 AM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Broker has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-Broker to another Broker who also submitted a proposal as a primary Broker in response to this solicitation** submitted this date to the State of Delaware, Division of Medicaid and Medical Assistance.

It is agreed by the undersigned Broker that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Broker's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Medicaid and Medical Assistance.

COMPANY NAME _____ Check one)

Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
DHSS/DMMA

Attachment 5

Contract No. HSS-19-045
Contract Title: Non-Emergency Medical Transportation

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Broker (YES or NO):

**Years Associated & Type of
Work Performed:**

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Broker (YES or NO):

**Years Associated & Type of
Work Performed:**

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Broker (YES or NO):

**Years Associated & Type of
Work Performed:**

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
DHSS/DMMA

Attachment 6

SUBBROKER INFORMATION FORM

PART I – STATEMENT BY PROPOSING BROKER		
1. CONTRACT NO. HSS-19-045	2. Proposing Broker Name:	3. Mailing Address
4. SUBBROKER		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBBROKER		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBBROKER		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

◆ A statement from each subBroker, if the use of subBroker(s) is proposed, appended to the transmittal letter signed by an individual authorized to legally bind the subBroker.

* Use a separate form for each subBroker

STATE OF DELAWARE
DHSS/DMMA

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Broker Name*	Broker TaxID*	Contract Name/ Number*	Broker Contact Name*	Broker Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to SubBroker*	Work Performed by SubBroker UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Broker.

Completed reports shall be saved in an Excel format, and submitted to the following email address: Brokerusage@delaware.gov

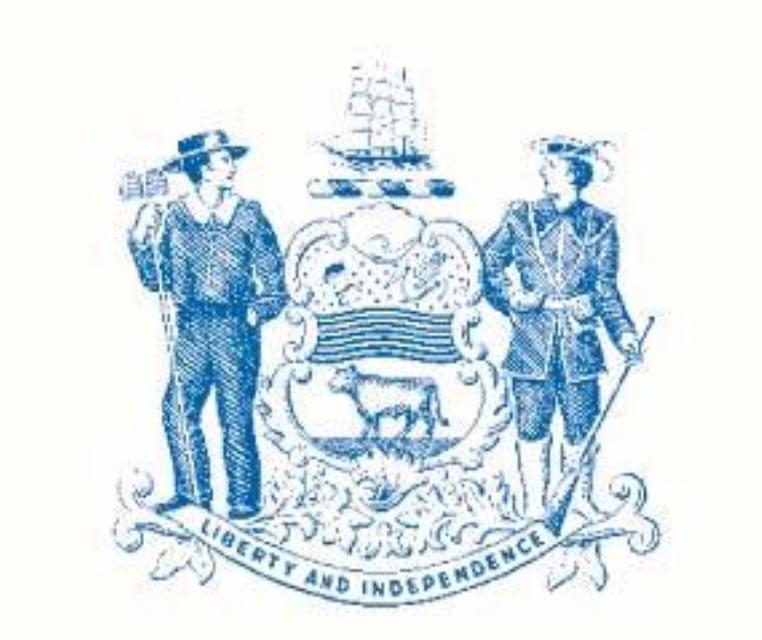
**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@delaware.gov
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

STATE OF DELAWARE
DHSS/DMMA

Attachment 10

Delaware NEMT Data Book

The information below provides historical data to help inform the Broker's cost proposal.

Table 1: Utilization by County (Calendar Year 2014 – 2016)

		CY 2014							
County	Service Type ¹	A Member Months ²	B Expenditures ³	C Rides ³	D Miles ³	E = B / A PMPM	F = C / A *12000 Ride Util/1000	G = D / C Miles per Ride	H = B / C Cost per Ride
Kent	Ambulatory	450,332	\$ 2,005,377	157,988	2,102,303	\$ 4.45	4,209.9	13.3	\$ 12.69
Kent	Bariatric Stretcher	450,332	\$ 7,346	26	234	\$ 0.02	0.7	9.0	\$ 282.54
Kent	Special Rate Ambulatory	450,332	\$ 21,114	304	6,723	\$ 0.05	8.1	22.1	\$ 69.45
Kent	Stretcher	450,332	\$ 291,860	4,386	39,111	\$ 0.65	116.9	8.9	\$ 66.54
Kent	Wheelchair	450,332	\$ 473,475	22,022	223,123	\$ 1.05	586.8	10.1	\$ 21.50
Kent	Total	450,332	\$ 2,799,171	184,726	2,371,494	\$ 6.22	4,922.4	12.8	\$ 15.15
New Castle	Ambulatory	1,301,295	\$ 5,676,184	804,736	5,199,936	\$ 4.36	7,420.9	6.5	\$ 7.05
New Castle	Bariatric Stretcher	1,301,295	\$ 26,655	248	1,078	\$ 0.02	2.3	4.3	\$ 107.48
New Castle	Special Rate Ambulatory	1,301,295	\$ 24,282	936	3,056	\$ 0.02	8.6	3.3	\$ 25.94
New Castle	Stretcher	1,301,295	\$ 1,423,513	20,232	123,855	\$ 1.09	186.6	6.1	\$ 70.36
New Castle	Wheelchair	1,301,295	\$ 1,685,236	66,214	423,310	\$ 1.30	610.6	6.4	\$ 25.45
New Castle	Total	1,301,295	\$ 8,835,871	892,366	5,751,235	\$ 6.79	8,229.0	6.4	\$ 9.90
Sussex	Ambulatory	535,119	\$ 3,413,557	237,035	3,954,115	\$ 6.38	5,315.5	16.7	\$ 14.40
Sussex	Bariatric Stretcher	535,119	\$ 3,328	12	84	\$ 0.01	0.3	7.0	\$ 277.36
Sussex	Special Rate Ambulatory	535,119	\$ 208,958	10,270	157,414	\$ 0.39	230.3	15.3	\$ 20.35
Sussex	Stretcher	535,119	\$ 533,507	5,355	80,444	\$ 1.00	120.1	15.0	\$ 99.63
Sussex	Wheelchair	535,119	\$ 447,103	24,143	281,568	\$ 0.84	541.4	11.7	\$ 18.52
Sussex	Total	535,119	\$ 4,606,453	276,815	4,473,625	\$ 8.61	6,207.6	16.2	\$ 16.64
Statewide	Ambulatory	2,286,745	\$ 11,095,117	1,199,759	11,256,354	\$ 4.85	6,295.9	9.4	\$ 9.25
Statewide	Bariatric Stretcher	2,286,745	\$ 37,330	286	1,396	\$ 0.02	1.5	4.9	\$ 130.52
Statewide	Special Rate Ambulatory	2,286,745	\$ 254,354	11,510	167,193	\$ 0.11	60.4	14.5	\$ 22.10
Statewide	Stretcher	2,286,745	\$ 2,248,880	29,973	243,410	\$ 0.98	157.3	8.1	\$ 75.03
Statewide	Wheelchair	2,286,745	\$ 2,605,814	112,379	928,001	\$ 1.14	589.7	8.3	\$ 23.19
Statewide	Total	2,286,745	\$ 16,241,495	1,353,907	12,596,354	\$ 7.10	7,104.8	9.3	\$ 12.00

		CY 2015							
County	Service Type ¹	A Member Months ²	B Expenditures ³	C Rides ³	D Miles ³	E = B / A PMPM	F = C / A *12000 Ride Util/1000	G = D / C Miles per Ride	H = B / C Cost per Ride
Kent	Ambulatory	472,225	\$ 2,055,793	160,556	2,093,022	\$ 4.35	4,080.0	13.0	\$ 12.80
Kent	Bariatric Stretcher	472,225	\$ 17,430	68	1,048	\$ 0.04	1.7	15.4	\$ 256.32
Kent	Special Rate Ambulatory	472,225	\$ 22,401	384	6,388	\$ 0.05	9.8	16.6	\$ 58.34
Kent	Stretcher	472,225	\$ 195,876	3,068	36,066	\$ 0.41	78.0	11.8	\$ 63.84
Kent	Wheelchair	472,225	\$ 447,242	22,365	202,915	\$ 0.95	568.3	9.1	\$ 20.00
Kent	Total	472,225	\$ 2,738,742	186,441	2,339,439	\$ 5.80	4,737.8	12.5	\$ 14.69
New Castle	Ambulatory	1,375,929	\$ 6,173,730	836,006	5,491,544	\$ 4.49	7,291.1	6.6	\$ 7.38
New Castle	Bariatric Stretcher	1,375,929	\$ 16,603	200	1,308	\$ 0.01	1.7	6.5	\$ 83.02
New Castle	Special Rate Ambulatory	1,375,929	\$ 10,575	652	4,154	\$ 0.01	5.7	6.4	\$ 16.22
New Castle	Stretcher	1,375,929	\$ 1,398,102	19,232	120,966	\$ 1.02	167.7	6.3	\$ 72.70
New Castle	Wheelchair	1,375,929	\$ 1,898,306	73,252	491,926	\$ 1.38	638.9	6.7	\$ 25.91
New Castle	Total	1,375,929	\$ 9,497,317	929,342	6,109,898	\$ 6.90	8,105.1	6.6	\$ 10.22
Sussex	Ambulatory	556,683	\$ 3,823,210	251,455	4,182,726	\$ 6.87	5,420.4	16.6	\$ 15.20
Sussex	Bariatric Stretcher	556,683	\$ 21,276	166	2,446	\$ 0.04	3.6	14.7	\$ 128.17
Sussex	Special Rate Ambulatory	556,683	\$ 283,818	12,838	192,589	\$ 0.51	276.7	15.0	\$ 22.11
Sussex	Stretcher	556,683	\$ 647,510	6,090	78,152	\$ 1.16	131.3	12.8	\$ 106.32
Sussex	Wheelchair	556,683	\$ 433,133	23,957	268,378	\$ 0.78	516.4	11.2	\$ 18.08
Sussex	Total	556,683	\$ 5,208,946	294,506	4,724,291	\$ 9.36	6,348.4	16.0	\$ 17.69
Statewide	Ambulatory	2,404,838	\$ 12,052,734	1,248,017	11,767,292	\$ 5.01	6,227.5	9.4	\$ 9.66
Statewide	Bariatric Stretcher	2,404,838	\$ 55,309	434	4,802	\$ 0.02	2.2	11.1	\$ 127.44
Statewide	Special Rate Ambulatory	2,404,838	\$ 316,794	13,874	203,131	\$ 0.13	69.2	14.6	\$ 22.83
Statewide	Stretcher	2,404,838	\$ 2,241,487	28,390	235,184	\$ 0.93	141.7	8.3	\$ 78.95
Statewide	Wheelchair	2,404,838	\$ 2,778,681	119,574	963,219	\$ 1.16	596.7	8.1	\$ 23.24
Statewide	Total	2,404,838	\$ 17,445,005	1,410,289	13,173,628	\$ 7.25	7,037.3	9.3	\$ 12.37

STATE OF DELAWARE
DHSS/DMMA

		CY 2016							
		A	B	C	D	E = B / A	F = C / A *12000	G = D / C	H = B / C
County	Service Type ¹	Member Months ²	Expenditures ³	Rides ³	Miles ³	PMPM	Ride Util/1000	Miles per Ride	Cost per Ride
Kent	Ambulatory	459,724	\$ 2,317,631	190,782	2,407,070	\$ 5.04	4,979.9	12.6	\$ 12.15
Kent	Bariatric Stretcher	459,724	\$ 78,703	327	3,197	\$ 0.17	8.5	9.8	\$ 240.68
Kent	Special Rate Ambulatory	459,724	\$ 2,529	74	1,334	\$ 0.01	1.9	18.0	\$ 34.18
Kent	Stretcher	459,724	\$ 394,711	5,381	54,572	\$ 0.86	140.5	10.1	\$ 73.35
Kent	Wheelchair	459,724	\$ 461,532	23,756	219,123	\$ 1.00	620.1	9.2	\$ 19.43
Kent	Total	459,724	\$ 3,255,106	220,320	2,685,296	\$ 7.08	5,750.9	12.2	\$ 14.77
New Castle	Ambulatory	1,359,120	\$ 6,089,063	901,734	5,858,338	\$ 4.48	7,961.6	6.5	\$ 6.75
New Castle	Bariatric Stretcher	1,359,120	\$ 13,789	161	1,249	\$ 0.01	1.4	7.8	\$ 85.65
New Castle	Special Rate Ambulatory	1,359,120	\$ 4,370	450	2,004	\$ 0.00	4.0	4.5	\$ 9.71
New Castle	Stretcher	1,359,120	\$ 1,395,673	17,739	106,204	\$ 1.03	156.6	6.0	\$ 78.68
New Castle	Wheelchair	1,359,120	\$ 2,006,630	80,062	544,483	\$ 1.48	706.9	6.8	\$ 25.06
New Castle	Total	1,359,120	\$ 9,509,526	1,000,146	6,512,278	\$ 7.00	8,830.5	6.5	\$ 9.51
Sussex	Ambulatory	548,400	\$ 4,553,206	311,747	5,369,380	\$ 8.30	6,821.6	17.2	\$ 14.61
Sussex	Bariatric Stretcher	548,400	\$ 7,570	96	731	\$ 0.01	2.1	7.6	\$ 78.86
Sussex	Special Rate Ambulatory	548,400	\$ 20,927	1,492	22,158	\$ 0.04	32.6	14.9	\$ 14.03
Sussex	Stretcher	548,400	\$ 667,602	6,330	82,919	\$ 1.22	138.5	13.1	\$ 105.47
Sussex	Wheelchair	548,400	\$ 459,281	25,329	279,881	\$ 0.84	554.2	11.0	\$ 18.13
Sussex	Total	548,400	\$ 5,708,586	344,994	5,755,069	\$ 10.41	7,549.1	16.7	\$ 16.55
Statewide	Ambulatory	2,367,244	\$ 12,959,900	1,404,263	13,634,788	\$ 5.47	7,118.5	9.7	\$ 9.23
Statewide	Bariatric Stretcher	2,367,244	\$ 100,063	584	5,177	\$ 0.04	3.0	8.9	\$ 171.34
Statewide	Special Rate Ambulatory	2,367,244	\$ 27,826	2,016	25,496	\$ 0.01	10.2	12.6	\$ 13.80
Statewide	Stretcher	2,367,244	\$ 2,457,986	29,450	243,695	\$ 1.04	149.3	8.3	\$ 83.46
Statewide	Wheelchair	2,367,244	\$ 2,927,443	129,147	1,043,487	\$ 1.24	654.7	8.1	\$ 22.67
Statewide	Total	2,367,244	\$ 18,473,218	1,565,460	14,952,643	\$ 7.80	7,935.6	9.6	\$ 11.80

Notes:
1- Mercer relied upon the service types stated within the DE NEMT vendor's monthly reports.
2- Mercer relied upon enrollment counts provided by DMMA to calculate member months. On average, Mercer applied a factor of 1.002 to the member months within a county to account for out of state member months.
3- Mercer relied upon the DE NEMT vendor's monthly reports for utilization and expenditure figures.
4- There is a small discrepancy between the service type totals and the grand totals within the DE NEMT vendor's monthly reports. Mercer deemed this discrepancy immaterial.
5- DMMA and Mercer provide no guarantee, either written or implied, that this Data Book is 100% accurate or error free.

Table 2: Ride Information (Calendar Year 2014 – 2016)

County	Calendar Year	A	B	C	D	E	F = D + E
		Member Months ¹	Avg Monthly Active Drivers ²	Avg Monthly Active Vehicles ²	Verified Rides	Cancellations ²	Rides ²
Statewide	CY14 Total	2,286,745	247	329	1,143,864	210,043	1,353,907
Statewide	CY15 Total	2,404,838	247	321	1,212,991	197,298	1,410,289
Statewide	CY16 Total	2,367,244	237	313	1,281,351	284,109	1,565,460

Notes:
1- Mercer relied upon enrollment counts provided by DMMA to calculate member months.
2- Mercer relied upon the DE NEMT vendor's monthly reports for utilization figures.
3- DMMA and Mercer provide no guarantee, either written or implied, that this Data Book is 100% accurate or error free.

Column E: Cancellations ²			
	CY14	CY15	CY16
Problematic Rider Cancellations	30,987	30,868	41,672
Problematic Provider Cancellations	3,627	3,040	2,538
No Vehicle or Transportation Available	6,136	2,858	1,186
Other Cancellations	169,293	160,532	238,713
Total Cancellations	210,043	197,298	284,109

STATE OF DELAWARE
DHSS/DMMA

Table 3: Mass Transit and Paratransit (Calendar Year 2014 – 2016)

		CY 2014			
		A	B	C	D
County	Transit Type	Member Months ¹	Avg. Unduplicated Monthly Riders ^{2,3}	Mass Transit Rides ²	Paratransit Rides ²
Statewide	DART - FIXED ROUTE	2,286,745	7,202	241,734	
Statewide	DART - CRDP (Dialysis Only)	2,286,745	7,202		3,344
Statewide	DART - ON DEMAND CRDP	2,286,745	7,202		4,725
Statewide	DART - ON DEMAND	2,286,745	7,202		14,729
Statewide	DART - CRDP STANDING ORDERS-Dialysis Only	2,286,745	7,202		45,078
Statewide	DART - STANDING ORDERS	2,286,745	7,202		37,284
Statewide	Total	2,286,745	7,202	241,734	105,160

		CY 2015			
		A	B	C	D
County	Transit Type	Member Months ¹	Avg. Unduplicated Monthly Riders ^{2,3}	Mass Transit Rides ²	Paratransit Rides ²
Statewide	DART - FIXED ROUTE	2,404,838	7,010	283,090	
Statewide	DART - CRDP (Dialysis Only)	2,404,838	7,010		2,071
Statewide	DART - ON DEMAND CRDP	2,404,838	7,010		4,571
Statewide	DART - ON DEMAND	2,404,838	7,010		18,684
Statewide	DART - CRDP STANDING ORDERS-Dialysis Only	2,404,838	7,010		39,973
Statewide	DART - STANDING ORDERS	2,404,838	7,010		46,356
Statewide	Total	2,404,838	7,010	283,090	111,655

		CY 2016			
		A	B	C	D
County	Transit Type	Member Months ¹	Avg. Unduplicated Monthly Riders ^{2,3}	Mass Transit Rides ²	Paratransit Rides ²
Statewide	DART - FIXED ROUTE	2,367,244	6,960	346,991	
Statewide	DART - CRDP (Dialysis Only)	2,367,244	6,960		222
Statewide	DART - ON DEMAND CRDP	2,367,244	6,960		7,027
Statewide	DART - ON DEMAND	2,367,244	6,960		19,965
Statewide	DART - CRDP STANDING ORDERS-Dialysis Only	2,367,244	6,960		42,718
Statewide	DART - STANDING ORDERS	2,367,244	6,960		47,310
Statewide	Total	2,367,244	6,960	346,991	117,242

Notes:

- 1- Mercer relied upon enrollment counts provided by DMMA to calculate member months.
- 2- Mercer relied upon the DE NEMT vendor's monthly reports for utilization figures.
- 3- The DE NEMT vendor's monthly reports included a count of unduplicated riders calculated monthly. The exhibit above averages the unduplicated riders per month over the calendar year.
- 4- Mass Transit and Paratransit rides are included within the "Rides" column in Table 1.
- 5- DMMA and Mercer provide no guarantee, either written or implied, that this Data Book is 100% accurate or error free.

Cost Proposal Work Sheet

The Broker should complete the information below regarding their cost proposal. Cost proposals should cover a two (2) year period. The subcategories of implementation, operational and other costs are intended as examples. The Broker should use subcategories that best describe their anticipated costs and specifically note the subcategories used to develop the proposal. The rows shaded in grey do not need to be filled. In addition to identifying implementation, operational and other costs, the Broker must provide a per-member per-month cost proposal for Year One and Year Two.

If needed, the Broker may provide additional information to supplement the cost proposal information below.

	Year One	Year Two
Implementation Costs		
• <i>Categories TBD</i>	\$	
Total Implementation Costs	\$	
Operational Costs		
• <i>Personnel</i>	\$	\$
• <i>Subcontracted services</i>	\$	\$
• <i>Operations/Equipment</i>	\$	\$
• <i>Indirect Costs</i>	\$	\$
• <i>Additional Categories TBD</i>	\$	\$
Total Operational Costs	\$	\$
Other Costs (As Applicable)		
• <i>Categories TBD</i>		
Total Other Costs	\$	\$
Total Contract Cost	\$	\$
Per Member Per Month		



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Attachment 12

Contract/Agreement #/name _____, Appendix _____

between State of Delaware and _____ dated _____

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU1	√	√	Data Ownership	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.
DU2	√	√	Data Usage	<p>PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's <i>Terms & Conditions Governing Cloud Services</i> policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information.</p> <p>Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p>



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract/Agreement #/name _____, Appendix _____

between State of Delaware and _____ dated _____

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU3	√	√	Termination and Suspension of Service	<p>In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware data.</p> <p><i>Suspension of services:</i> During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data.</p> <p><i>Termination of any services or agreement in entirety:</i> In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, Broker will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein.</p> <p>Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p>
DU4		√	Data Disposition	<p>At the end of this engagement, PROVIDER will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER.</p> <p>When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. The PROVIDER shall provide written certificates of destruction to the State of Delaware.</p>



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract/Agreement #/name _____, Appendix _____

between State of Delaware and _____ dated _____

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU5		√	Data Location	The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subBrokers to access State of Delaware data remotely only as required to provide technical or call center support.
DU6		√	Breach Notification and Recovery	The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see DU7, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subBrokers. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its Brokers be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subBrokers from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.



STATE OF DELAWARE
 DEPARTMENT OF TECHNOLOGY AND INFORMATION
 801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract/Agreement #/name _____, Appendix _____

between State of Delaware and _____ dated _____

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU7		√	Data Encryption	The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY DU 1 - DU 3 (Public Data Only) OR DU 1 - DU 7 (Non-public Data)

PROVIDER Name/Address (*print*): _____

PROVIDER Authorizing Official Name (*print*): _____

PROVIDER Authorizing Official Signature: _____ Date: _____

STATE OF DELAWARE
DHSS/DMMA

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each Broker solicitation response should contain at a minimum the following information:

1. A technical response to the Request for Proposal (RFP) scope of work that identifies how the Broker proposes meeting the contract requirements. Brokers are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
2. A cost proposal worksheet according to Attachment 12, plus any additional information as needed to supplement the cost proposal worksheet.
3. Required forms and attachments
 - a. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
 - b. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
 - c. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
 - d. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
 - e. One (1) complete and signed copy of the SubBroker Information Form (See Attachment 6) for each subBroker – only provide if applicable.
 - f. One (1) completed OSD application (See link on Attachment 9) – only provide if applicable.
 - g. One (1) completed Cost Proposal (See Attachment 12).
 - h. One (1) completed and signed Delaware Data Usage Terms and Conditions Agreement (See Attachment 13).
 - i. One (1) completed and signed Bidder's Signature Form (Appendix D).
 - j. One (1) completed and signed Certification Sheet (Appendix H).
 - k. One (1) completed and signed Statement of Compliance Form (Appendix I).
 - l. One (1) completed and signed Federal Acquisition Regulation 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Appendix K).

STATE OF DELAWARE
DHSS/DMMA

- m. One (1) completed and signed Certification Regarding Drug-Free Workplace Requirements (Appendix L).

The items listed above provide the basis for evaluating each Broker's proposal. **Failure to provide all appropriate information may deem the submitting Broker as "non-responsive" and exclude the Broker from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Brokers shall provide proposal packages in the following formats:

1. Seven (7) paper copies of the Broker proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Seven (7) electronic copies of the Broker proposal saved to CD or DVD media disk. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).
3. Be printed on 8.5" x 11" paper with one-inch margins; font size no smaller than Times New Roman 12; and have single line spacing within a paragraph and one blank line between paragraphs. Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, and related visuals.
4. Be double-sided.
5. Be presented in a 3-ring binder. All sections should be tabbed; each tab should include the name of the section and must include each letter in the scope of work.
6. Indicate information that is confidential and cannot be made a part of the public record (see Section IV. B.11 of the RFP); by clearly indicating on a separate tab.

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1.0 GENERAL INFORMATION

The purpose of this Section is to describe the scope of services the successful Broker will perform. The successful Broker authorizes, schedules, manages and makes payment for all DMAP non-emergency transportation services including taxicabs, vans, mini-buses, wheelchair vans, ambulances and fixed-route public transportation. The actual transportation services under this RFP will be provided through service agreements between the Broker and transportation providers. The successful Broker will be responsible for payment of transportation services furnished through service agreements with transportation providers. The Broker shall establish an adequate network of transportation providers to deliver non-emergency transportation services to Medicaid members. The Broker may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and cost-efficient transportation services are provided. The Broker's contracted payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and to ensure members' access to covered medical services.

2.0 OVERVIEW OF BROKER RESPONSIBILITIES

The activities required for the administration and delivery of transportation include:

- a. Negotiating, signing and executing service agreements with qualified transportation providers;
- b. Gatekeeping, scheduling and dispatching the most appropriate trip which meets the need of the member;
- c. Monitoring quality of service delivery; and
- d. Reimbursing transportation providers.

3.0 CONFIDENTIALITY

By state and federal law, the Broker is required to maintain member confidentially except with regard to such information as is necessary to authorize and order medical transportation. All Broker staff are required to sign a Confidentiality Statement. Personal information about members or medical diagnoses is not to be relayed to the transportation providers. Information that is important to meeting the member's needs can be relayed to providers such as:

- a. Physical limitations;
- b. Need for assistance;
- c. Special equipment used by member;
- d. Emotional problems affecting member during transport; and
- e. Need for assistance entering or exiting a vehicle or getting to or from the vehicle and home or medical office.

4.0 RECRUIT AND MAINTAIN AN ADEQUATE TRANSPORTATION NETWORK

The Broker shall have sufficient capacity available to meet all of the non-emergency transportation needs of Medicaid members. The Broker shall use both service agreements with transportation providers and other arrangements such as public transit, volunteers and gas reimbursement. Access to transportation services shall be at least comparable to transportation resources available to the general public. Capacity shall include ambulances, wheelchair vans, public transportation, and taxicabs. The Broker shall secure service agreements with a minimum of three (3) ambulatory and three (3) non-ambulatory transportation providers in each county, not including Dart First State (the statewide transit authority), to sufficiently provide resources (as measured by numbers and types of vehicles, drivers and attendants) so that the failure of any provider to perform service shall not impede the ability of the Broker to provide NEMT service in accordance with the requirements of the RFP. The Broker shall ensure the provision of service delivery to meet the needs of members for routinely scheduled trips, standing orders and urgent trips. The Broker shall provide services through service agreements with public, not-for-profit, and for-profit organizations, and other qualified transportation providers. NEMT service shall be available twenty-four hours a day (24) seven days a week (7) including weekends and holidays. The Broker shall ensure that members do not have complications accessing transportation services due to issues such as language issues.

5.0 PROHIBITION AGAINST ENTERING INTO SERVICE AGREEMENTS WITH PROVIDERS TERMINATED FOR FRAUD OR ABUSE

The Broker is prohibited from entering into service agreements with transportation providers who have been terminated from the Medicaid program by DMMA for fraud or abuse. In accordance with section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR 438.610, and other applicable statutes and regulations, the Broker shall not participate with any individual or entity that has been excluded from participation in Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States. A searchable database of persons excluded from participation can be found at <https://oig.hhs.gov/exclusions/>.

6.0 GATEKEEPING

Gatekeeping policies are provided in Appendix F.

The activities required for gatekeeping include:

- a. Verifying the member's current eligibility for Medicaid;
- b. Assessing the member's needs for NEMT services including assurance that NEMT is not covered by other programs or funding;
- c. Selecting the most appropriate transportation to meet the member's need, including any special transport requirements; and
- d. Educating members in the use of NEMT services.

7.0 PROVIDER REIMBURSEMENT

The Broker may use a variety of reimbursement methods such as a rate per mile, per zone, per hour, per trip or per month. The negotiated rate must be fully disclosed in the service agreement between the transportation provider and the Broker. The Broker's payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and to ensure members' access to covered medical services. All provider reimbursement methods must be approved by DMMA thirty (30) days prior to implementation of the contract. If provider reimbursement is based on a rate per mile, the Broker shall utilize a commercial software program approved by DMMA for trip planning. The software must demonstrate the ability to make an accurate determination of the street or road mileage from the member's residence to the service site and the return trip. In its Transportation Providers Manual, the Broker must have a written explanation of how mileage is calculated and how disagreements over mileage will be resolved.

8.0 PROVIDER GRIEVANCE PROCESS

The Broker shall have a provider grievance process for resolving issues such as mileage determinations, billing issues, and other disputes between the Broker and its transportation providers. The Broker's provider grievance process must be prior approved by DMMA, and shall be described in the Broker's Transportation Provider Manual.

The provider shall submit issues electronically, orally, or in writing and the Broker must acknowledge receipt within five (5) business days. Both parties shall copy DMMA on all correspondence. The Broker shall resolve disputes within sixty days if possible and make a bi-weekly progress report to DMMA.

9.0 RESERVATIONS AND TRIP ASSIGNMENTS

The Broker shall receive member requests for transportation and assign the trip to the most appropriate transportation provider to meet the needs of the member. The Broker must assure that dispatching activities are performed, but may, at its option and under its responsibility, delegate dispatch activities to the transportation provider.

10.0 QUALITY ASSURANCE

The Broker shall provide assurance that transportation providers meet health and safety standards for vehicle maintenance, operation, and inspection; driver qualifications and training; member grievance resolution; and the delivery of courteous, safe, and timely transportation services. The Broker is responsible for all transportation provided by transportation providers. The Broker shall develop, implement and maintain a Performance Monitoring Plan. The Broker shall assure that all provided services comply with all applicable State and Federal laws and regulations. The Broker shall monitor their transportation providers to ensure compliance with the terms of their service agreements and all

STATE OF DELAWARE
DHSS/DMMA

transportation provider related requirements of this RFP including driver requirements, vehicle requirements, grievance resolution and delivery of courteous, safe, timely and efficient transportation services. Monitoring activities shall include but not be limited to:

- a. On-Street observations;
- b. Random audit of existing rides performed (minimum 10% of trips)
- c. Accident/incident reporting;
- d. Statistical reporting of trip characteristics
- e. Analysis of grievances, including the tracking and investigating of grievances and disposition of the cases;
- f. Driver and attendant licensure, driving record, background checks, experience and appropriate driver training;
- g. Member safety;
- h. Completion of driver logs and inspection of manifests;
- i. Vehicle inspections, insurance coverage, maintenance, etc.;
- j. Monitoring of on-time performance;
- k. Monitoring responsiveness to member's requests for transportation rides; and
- l. Monitoring condition of vehicles.

The Broker shall assess and monitor member satisfaction with transportation services. The Broker shall develop a mechanism or mechanisms for assessing satisfaction, such as a rating system or member surveys. The Broker shall submit its approach for assessing member satisfaction to DMMA for approval.

11.0 DETERMINATION AND VERIFICATION OF ELIGIBILITY

The Division of Medicaid and Medical Assistance establishes eligibility criteria for members of medical assistance coverage based on federal regulations. The Division of Medicaid and Medical Assistance and the Division of Social Services in the Department of Health and Social Services determine eligibility for DMAP. See Appendix G for a description of the eligibility groups. The Broker must protect the confidentiality of the Medicaid member.

12.0 ELIGIBILITY VERIFICATION SYSTEM (EVS)

Currently, providers have the option to access Medicaid member eligibility information through:

- a. Web based provider interface;
- b. Point-of-Sale (POS) device;
- c. Provider Electronic Solution (PES is free software distributed to providers for billing and eligibility verification); and
- d. Voice Response System (VRS is available 24 hours each day for providers with touch tone phones)
- e. Provider Portal

STATE OF DELAWARE
DHSS/DMMA

Each option listed above provides eligibility verification for Medicaid members. All options, except POS, offer additional information such as restrictions, Managed Care Organization (MCO) participation, and third party insurance coverage information. PES software also offers the ability to verify eligibility for multiple members in one transmission. In addition to the EVS options listed above, Delaware Medical Enterprise System also accepts the Health Insurance Portability and Accountability Act (HIPAA) compliant 270 Eligibility Inquiry transaction and provides the resulting 271 Eligibility Response transaction.

DHSS expects the selected transportation Broker to make use of the EVS options and HIPAA transactions listed above to verify member eligibility where the member does not appear on the monthly eligibility file.

13.0 COMPUTER AND INFORMATION INTERCHANGE STANDARDS

The Broker shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Contract comply with the standards promulgated by the Department of Technology and Information (DTI) published at <http://dti.delaware.gov> and as modified from time to time by DTI during the term of this Contract. If any service, product or deliverable furnished pursuant to this Contract does not conform with DTI standards, the Broker shall, at its expense and option either (i) replace it with a conforming equivalent or (ii) modify it to conform with DTI standards. The Broker shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to the State caused by the Broker's failure to ensure compliance with DTI standards. The Broker shall have adequate personnel and resources in place to meet the following standards and procedures regarding receipt, processing and transmission of program information. All Broker staff must have access to equipment, software and training necessary to accomplish their stated duties in a timely and efficient manner.

As specified by the state, Broker staff working on this contract shall fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for the necessary authorizations before starting work.

The Broker will supply all hardware, software, communication and other equipment necessary to perform the duties described below:

- a. The Broker will receive daily and monthly via electronic media a file of all newly eligible Medicaid or DHCP members for enrollment into the NEMT. Final determination of the exact method of transmission and file specifications will be made jointly by the State and the Broker after contract award.
- b. The Broker will provide to the State agency on a weekly basis, updates of all Third Party Liability information as collected pursuant to requirements described elsewhere in this RFP.

The Broker shall implement adequate security provisions and procedures in order to maintain client

confidentiality. The Broker shall also adhere to all applicable State agency procedures and restrictions associated with the access and update capabilities of State maintained information systems and databases.

The Broker's systems will be HIPAA compliant in the areas of privacy and security and must support all other HIPAA regulations, e.g. Code Transaction Sets.

The Broker shall transmit to and receive from the State all transactions and code sets in the appropriate standard formats as specified under applicable State or Federal law and as directed by the State, so long as the State direction does not conflict with State or Federal law.

The Broker's systems shall conform to future Federal and/or State specific standards for data exchange within the timeframe stipulated by Federal authorities or the State. The Broker shall partner with the State in the management of current and future data exchange formats and methods and in the development and implementation planning of future data exchange methods not specific to HIPAA or other Federal effort.

Furthermore, the Broker shall conform to these standards as stipulated in the plan to implement such standards. The Broker shall ensure that written system process and procedure manuals document and describe all manual and automated system procedures for its information management processes and Information Systems and shall provide these documents to the State upon request.

The Broker shall implement proprietary file exchanges and interfaces as required to transfer data to and from the State's Fiscal Agent DMES, and modify these as necessary to meet future changes to those requirements. Information about these interfaces is available from the State.

In addition to the requirements in this Contract, the Broker's Information Systems shall meet all State technical requirements and standards for Information Systems. Information about these standards and links to the current versions of other State technical requirements documentation are available upon request from the State.

Accessing the Delaware Medicaid Enterprise System (DMES): Overview of Accessing the Delaware DMES

DMES is a web-based application with access restricted to users within Delaware's intranet or DXC's internal network. Users outside of the State network are required to use the State's VPN (Virtual Private Network) solution. The solution requires two components: a VPN client installed on workstations, which integrates with the end user's web browser, and a soft token application that is installed on the user's mobile device or PC, which provides two-factor authentication. Once connected to the State network, a separate DMES User ID and password is required. Access to DMES is contingent upon submittal of all required request forms, criminal background checks, and any other State or Federal requirements.

Workstation Requirements

Below are the minimum PC hardware and software for users using DMES interChange:

- a. PC Hardware Requirement - Memory 4GB minimum; 8GB optimal PC Software Requirements
- b. Browsers
 - i. Chrome 20 and higher
 - ii. Firefox 15 and higher
 - iii. Internet Explorer (IE) 8 and higher
 - iv. Opera 12 and higher
 - v. Safari 5 and higher
- c. Microsoft Windows - Version 7 or higher
- d. Microsoft Office - Version 2007 and higher

14.0 SYSTEM AND INFORMATION SECURITY AND ACCESS MANAGEMENT REQUIREMENTS

The Broker's systems shall employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:

- a. Restrict access to information on a "least privilege" basis (e.g., users permitted inquiry privileges only will not be permitted to modify information); and
- b. Restrict access to specific system functions and information based on an individual user profile, including inquiry only capabilities; global access to all functions shall be restricted to specified appropriate staff.

The Broker shall make system information, including all collected data, available to duly authorized representatives of the State and Federal government to evaluate, through inspections, audits, or other means, the quality, appropriateness and timeliness of services performed.

The Broker's systems shall contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The Broker shall test these controls in periodic and spot audits and make the results of these tests available to the State upon request.

The Broker shall provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Broker shall provide the State with access to data facilities upon request.

The Broker shall restrict perimeter access to equipment sites, processing areas and storage areas through a card key or other comparable system, as well as provide accountability control to record access attempts, including attempts of unauthorized access.

The Broker shall ensure that remote access users of its systems can only access said systems through two-factor user authentication and via methods such as Virtual Private Network.

The Broker shall comply with recognized industry standards governing security of State and Federal automated data processing systems and information processing. At a minimum, the Broker shall conduct a security risk assessment and communicate the results in an information security plan provided to the State prior to the Start Date of Operations. The risk assessment shall also be made available to appropriate State and Federal agencies upon request.

15.0 SYSTEM BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Regardless of the architecture of its systems, the Broker shall develop and be continually ready to invoke a BC-DR plan that has been reviewed and prior approved by the State.

At a minimum, the Broker's BC-DR plan shall address the following scenarios:

- a. The central computer installation and resident software are destroyed or damaged.
- b. System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage.
- c. System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system.
- d. System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system (i.e., causes unscheduled system unavailability).

The Broker's BC-DR plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.

The Broker shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures and provide the results of this testing to the State upon request.

16.0 MONTHLY ELIGIBILITY FILE TRANSMISSION

Each month the Delaware DMES will transmit an eligibility file for all Medicaid members who are eligible for transportation services through the transportation broker. The selected transportation broker is required to use and maintain the eligibility file to verify member eligibility for services. In the event that a member requests services but is not on the monthly eligibility file transmission, the Broker must use one of the options listed in Section 12.0 of this document to verify that member's eligibility for services.

17.0 WRITTEN VERIFICATION INQUIRIES

STATE OF DELAWARE
DHSS/DMMA

Each of the verification options discussed in Section 12.0 provide a verification confirmation number that is tracked in the State's DMES and confirms what information was presented for each inquiry. The verification confirmation number must be recorded by the inquiring Broker. Where eligibility is in question, the verification confirmation number should be included with any written or telephone inquiries made to the State's fiscal agent, HPE Enterprise Services.

18.0 DELAWARE MEDICAL ASSISTANCE PROGRAM CARDS

The Medical Assistance card is made of plastic and is a permanent card. Cards are mailed to the "head of household" or "payee" and are issued to each individual family member. New cards will only be issued if the original card is lost or stolen. The front of the card identifies the member's name, Medicaid ID#, date of birth and card issue number. A magnetic strip on the back of the card is coded with the member's ID number. Also found on the back of the card are telephone numbers to Provider Relations and Customer Relations. These numbers may be used by providers to verify member eligibility/member information or by card holders to answer questions regarding the card and/or their medical coverage. The Medical Assistance card does not guarantee eligibility. The Broker should use the card to inquire using one of the eligibility verification options found in Section 12.0.

19.0 ON-TIME PERFORMANCE

The Broker shall have procedures in place to ensure that vehicle availability is adequate to fulfill standards of promptness. No more than four percent (4.0%) of trips should be late or missed per month. Submission of root cause analysis with corrective action plan will be required during any month that late or missed trips are above 4.0%.

The Broker shall provide complete information on the Broker's transportation capacity (number and types of vehicles in each city or county) as of the date of submission of this RFP, and planned capacity as of the anticipated start date of the contract with DMMA. The description shall also include contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late or is otherwise unavailable for service

20.0 INSUFFICIENT RESOURCES FOR ACCESS

The Broker must demonstrate that the transportation provider network provides adequate access in each county in the state, based on the number of members and the number of trips provided. If the Broker or DMMA identifies insufficient transportation resources in a region, the Broker shall develop and implement a provider recruitment plan to develop sufficient resources to meet the transportation needs of Medicaid members in the geographical areas covered within 10 days.

21.0 PROVIDER LIST

The Broker must provide a current list of its provider network to DMMA quarterly with additions and terminations of providers listed with the reason for each termination.

22.0 PENALTIES

If the Broker fails to comply with any of the aforementioned requirements set forth in this section, DMMA may apply financial penalties against the monthly payment from DMMA up to \$1,000.00 per incident.

23.0 DMMA OVERSIGHT

DMMA will oversee the transportation program, including overall program management, determination of policy and monitoring of service. DMMA will work in partnership with the Broker and providers in developing a quality program. Following are the primary responsibilities of DMMA.

- a. Policy interpretation (DMMA will make the final decision regarding all policy issues);
- b. On-going project oversight and management to include announced and unannounced visits to ensure regulatory compliance;
- c. Provide the Broker with all up to date member eligibility information;
- d. Field observations of operations and the call center;
- e. Monitoring staffing levels, including drivers and their training, which may include announced and unannounced visits to observe driver training programs;
- f. Review inspection of vehicle and maintenance reports. Inspect driver records to ensure that proper training has been provided; and
- g. Review and approve any Broker written policy or procedural communications to members, providers and others prior to release. Communications to members must comply with 42 CFR 438.10 as specified in Section 33.0.

24.0 ADMINISTRATIVE OVERSIGHT AND REPORTING

Responsibility for the management of overall day-to-day operations necessary for the delivery of NEMT services and the maintenance of appropriate records and systems of accountability to report to DMMA and respond to the terms of the contract. In all cases, the Broker must use the most appropriate service available which meets the member's health needs. Regardless of the method or combination of methods used to provide NEMT service, the Broker is responsible for management, supervision and monitoring of all transportation provided with funds received through this RFP.

The Broker must provide reports and summaries upon request and as specified by DMMA. DMMA will provide the Broker with a copy of each of the required reporting formats upon final execution of the contract. The Broker must provide reports by the 30th calendar day of the month following the month of Broker payment to direct service providers. Reports shall include all data as specified in this RFP. Where applicable, reports must show data for Chronic Renal Disease Program (CRDP) participants separately. The final report is due by the 30th calendar day of the month following the month of termination of the contract. Reports include, but are not limited to, the following:

24.1 DRIVER REPORTS

STATE OF DELAWARE
DHSS/DMMA

The Broker shall provide DMMA, on hard copy and electronic format, a listing of entities providing transportation services on behalf of the Broker and a roster of all drivers before the start of operations. Drivers must be listed separately for each transportation provider. The roster shall indicate, at a minimum, the driver's name, Delaware driver's license number, and social security number. The carrier listing and driver roster shall be updated to reflect additions and deletions in carriers and personnel, and delivered to DMMA each calendar quarter. This roster is due by the 30th calendar day of the month following the end of the reporting quarter.

24.2 VEHICLE REPORTS

The Broker shall provide DMMA with a listing of all vehicles placed in service for the performance of obligations under this contract before the start of operations. The list shall include for each vehicle:

- a. Name of transportation provider that operates the vehicle;
- b. Manufacturer and model;
- c. Model year;
- d. Vehicle Identification Number; and
- e. Type of vehicle (car, minivan, wheelchair van or non-emergency ambulance).

The roster shall be updated to reflect vehicle additions and deletions, and delivered to DMMA each calendar quarter. This roster is due by the 30th calendar day of the month following the end of the reporting quarter.

24.3 TRANSPORTATION SERVICES – DETAIL REPORTING VIA ENCOUNTER DATA

The selected NEMT Broker shall collect and submit to the DMMA detailed encounter data on each trip made on behalf of a Medicaid member. Such encounter data must be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) in the approved 837 Transaction format and values. The encounter files shall be transmitted to the State and/or the State's fiscal agent, DXC, via secure submission in the 837P format. Other physical transmission types are not permitted for the encounter file. The data will be processed in a manner similar to claims processing except that no payment per claim will be generated. The data must be transmitted with a 95% validity and accuracy or better. Failure to report encounter data accurately and timely may result in delay of future payments and possibly termination of the contract for inadequate performance. Claims that do not pass basic editing must be resubmitted by the Transportation Broker. All costs, including telecommunications equipment and expense, computer hardware, and software, associated with collecting and transmitting encounter data to DMAP shall be borne by the Broker.

Within two (2) business days of the end of a payment cycle the Broker shall generate encounter data files for that payment cycle from its claims management system(s) and/or other

STATE OF DELAWARE
DHSS/DMMA

sources. If the Broker has more than one (1) payment cycle within the same calendar week, the encounter data files may be merged and submitted within two (2) business days of the end of the last payment cycle during the calendar week.

Any encounter data from a subBroker shall be included in the file from the Broker. The Broker shall not submit separate encounter files from subBrokers.

The files shall contain settled claims and claim adjustments, including but not limited to adjustments necessitated by payment errors, processed during that payment cycle, as well as encounters processed during that payment cycle from providers with whom the Broker has a capitation arrangement.

The level of detail associated with encounters from providers with whom the Broker has a capitation arrangement shall be equivalent to the level of detail associated with encounters for which the Broker received and settled a fee-for-service claim.

The State requires additional data, or transmissions, of encounter data that will include supplemental data to the HIPAA approved 837 Transaction. These additional transmissions will include encounter data as well as data to validly and accurately ascertain the Broker's performance in areas such as, but not limited to the following:

- a. Timely response to member inquiries;
- b. Timely reply to telephone traffic;
- c. Correct determination and selection of mode of transportation;
- d. Proper and timely handling of member fair hearing requests; and
- e. Reporting of customer satisfaction.

The encounter data and corrections to denied encounters are due thirty (30) calendar days following the month of payment by the Broker and shall be reported by month of service. The electronic media must be supported by a summary report, as described in the following section. Totals included in the summary report must balance to the detail reporting information or both the detail and summary reporting will be rejected by DMAP and corrected reports required.

24.4 TRANSPORTATION SERVICES - SUMMARY REPORTING

The following summary reports must be submitted on paper or acceptable electronic media as approved by DMMA and in the quantity specified by DMMA:

- a. A monthly report showing the number of trips, number of unduplicated members, and the total number of miles, broken out by mode of transportation service provided. This report is due by the 30th calendar day of the month following the month of payment and shall be reported by month of service. The report must

balance to the detail reporting information described in Section 2.74 or both the detail and summary reporting will be rejected by DMMA and corrected reports required.

- b. An annual state fiscal year report showing the number of trips, number of unduplicated members, and the total number of miles, broken out by mode of transportation service provided. This report is due by June 30th each year following the end of the state fiscal year.

24.5 REPORTS OF ACCIDENTS AND MOVING VIOLATIONS

The Broker shall notify DMMA or its agent immediately of any accident resulting in driver or passenger injury or fatality while delivering services under this contract. The Broker shall file a written accident report with DMMA within ten (10) working days of the accident and will cooperate with DMMA during any ensuing investigation. A police report is also required as supporting documentation. The Broker shall notify DMMA immediately of any moving violations that occur while delivering services under this contract. The Broker must provide a copy of the police report within ten (10) working days of the moving violation.

The Broker shall maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident. Police reports associated with moving violations must be maintained in the file of the responsible driver.

The requirements in this section must be incorporated in all service agreements between the Broker and transportation providers.

24.6 CALL CENTER REPORTS

On a monthly basis, the Broker must provide reports produced by the call center used in scheduling appointments to DMMA or its agent. The content of the report will be provided by DMMA.

24.7 ANNUAL FINANCIAL REPORTS

The Broker must submit an annual certified financial audit through the close of each state fiscal year, calendar year or tax reporting year within six (6) months of the close of the year just ended. The Broker will inform DMMA of the Broker's choice of reporting year within thirty (30) calendar days of contract execution. The Broker must also submit unaudited quarterly financial reports, due forty-five (45) calendar days following the end of each quarter of the Broker's reporting year.

24.8 GRIEVANCE SUMMARY REPORT

STATE OF DELAWARE
DHSS/DMMA

The Broker must compile and analyze member and provider grievances on file on a monthly basis. A written summary must be sent to DMMA by the 30th calendar day of the month following the month of activity, including the number of member and provider grievances by type and a description of corrective actions taken.

24.9 OTHER REPORTING

Other reporting requirements specified throughout the RFP are reiterated in the following paragraphs.

The Broker must provide by a date determined by DMMA other information that may be required by DMMA to monitor the Broker's performance under this contract. The Equal Employment Opportunity Plan must be revised on an annual basis and resubmitted for DMMA approval no later than June 30 of each year.

A disaster recovery plan must be submitted to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) calendar days of notification. In no case will a Broker be allowed to begin operations without an approved disaster recovery plan. The Broker must update on an annual basis and submit a complete revised plan within fifteen (15) working days following the end of the contract year. In addition, the Broker must complete interim updates within ten (10) working days of change in procedures

No later than six (6) months after the contract is awarded, or upon a date approved by DMMA, the Broker shall provide a turnover plan to DMMA for approval. Thereafter, an updated turnover plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DMMA. 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. After those dates, ten percent (10%) of the payments to the Broker will be withheld until the turnover plan is received and approved by DMMA

25.0 SERVICE AGREEMENTS WITH TRANSPORTATION PROVIDERS

The Broker must only enter into service agreements with transportation providers that are currently certified by the State of Delaware, Department of Transportation, or are certified by the State of Delaware, Fire Prevention Commission in the case of non-emergency ambulance services and maintain an active valid registration through the term of the service agreement with the Broker. The Broker is prohibited from establishing or maintaining service agreements with transportation providers which have been determined to have committed fraud of a State or federal agency or been terminated from the DMAP. The Broker must have a process for terminating a service agreement with a transportation provider. The Broker must terminate a service agreement with a transportation provider when substandard performance is identified or when the transportation provider has failed to take satisfactory corrective action within a reasonable time period. DMMA reserves the right to direct

STATE OF DELAWARE
DHSS/DMMA

the Broker to terminate any service agreement with a transportation provider when DMMA determines it to be in the best interest of the State.

DMAP funds may not be used to pay for NEMT services that are otherwise available without charge. In addition, Medicaid is the payer of last resort. The Broker is encouraged to utilize federally funded and public transportation whenever possible if it is cost-effective, and to negotiate service agreements with such entities when appropriate.

The Broker shall submit a copy of its standard service agreement with the transportation providers to DMMA as part of the proposal. DMMA must approve the standard service agreement and all of its provisions, including penalties and sanctions, in advance. DMMA must be notified and approve any amendments to the standard service agreement, excluding rates.

The service agreement shall include, at a minimum, the following requirements as specified in this RFP:

- a. Scope of Service;
- b. Levels of transportation;
- c. Reimbursement and payment administration;
- d. Service agreement effective dates;
- e. IT system requirements;
- f. Companion and attendant services;
- g. Broker's Policy and Procedures;
- h. Financial penalties;
- i. Report requirements;
- j. Records retention;
- k. Accident reporting and investigation;
- l. Grievance investigation and resolution;
- m. Provider grievance procedure;
- n. Communication requirements;
- o. Telephone & vehicle communication systems;
- p. Computer requirements;
- q. Scheduling;
- r. Pick-up and delivery standards;
- s. Urgent care;
- t. Driver qualifications;
- u. Driver conduct;
- v. Vehicle requirements;
- w. Back-up service;
- x. Quality assurance and performance standards;
- y. Non-compliance with standards;
- z. Training for drivers and attendants;
- aa. Confidentiality of information;

STATE OF DELAWARE
DHSS/DMMA

- bb. Specific provision – that in the instance of default by the Broker, the agreement will pass to DMMA or its agent for continued provision of transportation services. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with DMMA or its agent subsequent to default action or unless otherwise terminated by DMMA at its sole discretion;
- cc. Indemnification language to protect the State;
- dd. Required certification of small businesses, minority-owned businesses, and women-owned business, if applicable;
- ee. Health Insurance Portability and Accountability Act (HIPAA) requirements;
- ff. Evidence of adequate insurance; and
- gg. Submission of documentation as required by DMMA.

These requirements are applicable when transportation providers are used. The requirements will vary when public transportation, gas reimbursement, or other appropriate transportation services are used.

26.0 BROKER COMPENSATION

The Broker shall be reimbursed by a monthly capitation rate for each eligible member as defined for the purposes of this contract. The Broker must accept the per member per month (PMPM) rate reimbursement as payment in full, inclusive of all administrative costs, transportation costs, corporate overhead and profit for all services required under the RFP. DMMA will produce a monthly NEMT Eligibles Report which contains the total number of individuals eligible for the services in that month as defined in this contract at the beginning of the month. No more than fifteen percent (15%) of the reimbursement shall be for administrative costs, corporate overhead and profit.

Non-emergency transportation is a risk-based program where the Broker receives a capitated per member per month (PMPM) payment that covers a comprehensive set of non-emergency transportation services, regardless of how much transportation service is used by the member. The Broker shall accept full financial risk for each member's non-emergency transportation needs. This monthly payment includes all covered contract services.

DMMA shall issue capitation payments on behalf of enrollees at the rates established in this Contract and modified during the contract renewal process. The Broker shall accept the annually established capitation rate paid each month by the Department as payment in full for all services to be provided pursuant to this Contract and all administrative costs associated therewith, pending final recoupments, reconciliation, or sanctions. Any and all costs incurred by the Broker in excess of the capitation payment will be borne in full by the Broker. The PMPM rate does not include start-up costs. DMMA will not reimburse start-up costs.

Specialized Transportation as defined in Section 32.3 will be reimbursed on a fee-for service basis. The Broker is expected to find the most cost-effective means of transportation considering the

member's needs. The Broker is required to arrange this transportation as a part of the monthly capitated rate.

27.0 MONTHLY PAYMENT RECONCILIATION

Reimbursement will be made in accordance with Section 26.0 of this RFP. DMMA will identify those individuals whose eligibility was determined after the production of the last NEMT Eligibles Report. These eligibles will be appended to the previous month's report and paid via the next payment cycle.

28.0 THIRD-PARTY LIABILITY AND SUBROGATION

Third-party liability (TPL) refers to any individual, entity (e.g., insurance company) or program (e.g., Medicare), including group health plans, as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974 <https://www.dol.gov/general/topic/retirement/erisa> (29 USC and 1167 (1)) service benefits plans, and Brokers that are or may be liable for all or part of a member's health coverage. Under Section 1902(a)(25) of the Social Security Act, DMMA and its Brokers are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid member.

The Broker shall act as the State's authorized agent for the limited purpose of TPL collection, within the limitation of the Fair Debt Collection Practices Act, 15 USC § 1692, of all third-party liability (TPL) pursuant to 42 CFR § 433.135 et seq and 42 CFR 433.147. The Broker's capitated payments shall include an offset in the rates for these collections. The Broker shall vigorously pursue and bill prior TPL resources as these amounts are considered part of their risk based capitation payment. The Broker shall reimburse provider claims regardless of any TPL or subrogation resource and shall not pend, deny, or hold in abeyance any provider claim for the sole purpose of awaiting or pursuing a TPL or subrogation collection or payment. The Broker must utilize the EVS eligibility system to determine if casualty claims are filed and recover costs through subrogation on behalf of Medicaid members. The Broker must determine the third party and seek payment; the Broker is prohibited from delegating this responsibility to its providers and/or members of its provider network. All information on the third party, including collections and collection attempts are to be reported to DMMA in a format prescribed by the State.

29.0 PROVIDER PAYMENTS

From capitation payments made to the Broker by DMMA, the broker will pay transportation providers in accordance with the terms of the service agreement between the Broker and each transportation provider. The Broker must have a system to electronically process provider claims. Full payment of undisputed claims for all authorized trips must be made to the transportation providers as agreed to between the parties and made a written term of the service agreement; otherwise, payment shall be made within fifteen (15) working days of the Broker's receipt of an undisputed claim.

STATE OF DELAWARE
DHSS/DMMA

Specialized Transportation service in Section 32.3 is reimbursed outside the monthly capitation rate. That is, the State will reimburse the cost of the actual provision of the service.

In paying providers, the Broker will:

- a. Validate that all transportation services paid for are properly authorized and actually rendered;
- b. Transmit to DMMA encounter data for all trips made by Medicaid members in accordance with DMMA specifications included in the Appendices;
- c. Develop safeguards against fraudulent activity by the transportation service providers and Medicaid members and fulfill DMMA reporting requirements regarding such activity; and
- d. Indemnify and defend DMMA against any causes of actions or claims of payment brought by the transportation provider or Medicaid member.

30.0 IMPLEMENTATION WORK PLAN

The Broker must prepare and maintain an implementation work plan that includes all the activities required to begin operations successfully under this contract. The work plan must be sufficiently detailed to enable DMMA to be satisfied that the work is to be performed in a logical sequence, in a timely manner, and with an efficient use of resources.

Each activity listed in the work plan must include a description of the task, a scheduled start date, and a scheduled completion date. The types of activities required to be included in the work plan include, but are not limited to, the following:

- a. Acquisition of office space, furniture, and telecommunications and computer equipment;
- b. Hiring and training of central office service staff;
- c. Recruitment of transportation providers and training of drivers;
- d. Completion of all transportation service agreements;
- e. Verification that transportation provider vehicles meet RFP standards;
- f. Verification that drivers meet RFP standards;
- g. Call center operations;
- h. Operational readiness testing of daily operational requirements to see that they are all functioning adequately;
- i. Staff training plan and installation calendar for the trip scheduling and reservations systems;
- j. Member education; and
- k. Development of required deliverables, including reports, operational procedures manual, encounter data submission procedures, quality assurance plan, and disaster recovery plan.

The Broker must submit for DMMA approval a final work plan within fifteen (15) working days of contract execution.

31.0 OPERATIONAL READINESS TESTING

Approximately three (3) weeks before the NEMT Broker program becomes operational, the Broker must pass an operational readiness-testing program. Representatives from DMMA will visit the Broker's facility and determine whether all systems are operational and ready for full-time service. During the test, the Broker will ensure that:

- a. Telephone systems are fully operational;
- b. Computer system is fully operational;
- c. Staffing is in compliance with the RFP and the Broker's proposal; and
- d. All deliverables required in the RFP are available for review and approval.

The Broker will be required to demonstrate readiness of the following systems and processes:

- a. Central Office operations (this includes telephone and computer systems interactions);
- b. Member intake and transportation request process;
- c. Scheduling and carrier trip notification procedures;
- d. After-hours coverage arrangements;
- e. Gatekeeping protocols;
- f. Denial process;
- g. Quality assurance and provider monitoring;
- h. Appeal process and grievance process;
- i. Model service agreements;
- j. Vehicle inspection reports as required in the RFP;
- k. Encounter data submission procedure;
- l. Reporting procedures; and
- m. Any other items or functions as deemed necessary by DMMA.

The Broker will have an opportunity to make corrections and will be required, upon request by DMMA, to submit proof to DMMA that corrections were made. The Broker will not begin service until the operational readiness testing is complete and the Broker is fully ready to provide service. Funding will also be withheld until the Broker passes the operational readiness tests. Once operational readiness testing has been completed and approved by DMMA, the Broker will begin taking reservations approximately one (1) week before transportation services are to begin.

32.0 PROGRAM POLICIES AND PROCEDURES

This section of the RFP describes the criteria used in determining whether NEMT services are necessary and appropriate. Requirements mandate that funds be expended only for the purchase of services for Medicaid members who are eligible on the date(s) of service. In addition, State regulations mandate that CRDP funds be expended only for the purchase of services for eligible CRDP members. CRDP is 100% state funded.

32.1 LEVELS OF TRANSPORTATION

When determining the most appropriate mode of transportation for a member, a basic consideration must be the member's current level of mobility and functional independence. Modes other than public transportation must be used when the member:

- a. Is able to travel independently but, due to a permanent or temporary debilitating physical or mental condition, cannot use the mass transit system; or
- b. Is unable to be accommodated by the public paratransit system; or
- c. Is traveling to and from a location which is inaccessible by mass transit (accessibility is not within 1/4 mile or three (3) blocks of scheduled stop).
- d. Is pregnant;
- e. Has a high risk cardiac condition;
- f. Has severe breathing problems, and has to walk more than three blocks to the bus stop;
- g. Is traveling with two (2) or more children under the age of six (6).

The Broker shall determine the most appropriate mode of transportation needed by the member based on information provided by the member. The Broker's software used to schedule trips must use an algorithm to determine the most appropriate mode of transportation among the transportation modes described below.

32.2 MODES OF TRANSPORTATION

Transportation services to be provided under this contract include the following:

- a. **Mini Van/Car:** A multiple passenger van or vehicle. Commercial taxi service may be considered a component of this mode of transportation service.
- b. **Wheelchair Van:** A van equipped with lifts and locking devices to secure a wheelchair safely while the van is in motion.
- c. **Public Transportation:** Brokers are encouraged to use federally-funded and public transportation whenever possible if it is cost-effective to do so.
- d. **Station Wagon:** A multiple passenger vehicle.
- e. **Non-Emergency Ground Ambulance:** An ambulance equipped per State regulations.
- f. **Mileage Reimbursement/Volunteer:** Provide reimbursement for mileage.
- g. **Gas Reimbursement:** Prior to reimbursing a member for gas, the Broker shall verify that the member actually saw a medical service provider on the date of request for gas reimbursement and verify the mileage from the member's trip origin to the trip destination. Mileage should be verified using the member's trip origin to the trip destination street address. If the street address is not available, the Broker shall use the zip code for mileage verification. Gas reimbursement shall be made at the State agency mileage allowance rate in effect on the date of service.

32.3 OUT-OF-STATE TRANSPORTATION

Out-of-state transportation is provided to DMAP members to secure necessary medical care. There are two categories of out-of-state transportation services that are as follows:

Exceptional Transportation

Exceptional Transportation is defined as NEMT service that is provided to Medicaid members traveling out-of-state for health care treatment or evaluation not normally provided through in-state health care providers or as deemed appropriate by the member's healthcare provider. This NEMT service is delivered by Modes of Transportation listed in Section 32.2. All exceptional transportation is arranged through the Broker and is included in the monthly capitation rate.

Specialized Transportation

Specialized Transportation service is defined as NEMT service that is provided to Medicaid members traveling out-of-state for health care treatment or evaluation which is necessary under extraordinary medical circumstances. It is the responsibility of the Broker to arrange for the delivery of all Specialized Transportation service. The Broker is required to coordinate with and obtain prior authorization from DMMA for all Specialized Transportation service. The State will reimburse the cost of this service. Specialized Transportation is delivered by the following modes of transportation:

- a. Non-emergency air ambulance to include commercial and non-emergency airplanes and helicopters;
- b. Non-emergency ground ambulance transportation in excess of 50 miles from Delaware's border; and
- c. Trains and commercial/charter bus service in excess of 50 miles from Delaware's border.

Non-emergency ground ambulance transportation is restricted to those members who require transport by stretcher.

32.4 TRANSPORTATION FOR VISITATION OF A MINOR CHILD

A parent, foster parent or guardian is eligible to be transported to visit his or her Medicaid member minor child(ren) who is an inpatient of a hospital, whether or not the parent is DMAP eligible themselves. Transportation of individuals who are not Medicaid members should be reported under the minor child's DMAP eligibility number. Transportation to visit adult Medicaid member inpatients is not covered.

32.5 GEOGRAPHIC CONSIDERATIONS

The Transportation Broker is responsible for the provision of transportation services to all eligible Medicaid members to or from a stated point of origin at the request of the member or

person acting on behalf of the member. Consideration will be given to the geographic proximity of the provider to the member's point of origin. The Delaware Medicaid MCOs are required to have a provider network such that members can receive covered services, including long term services and supports, within 30 miles or 45 minutes of their primary residence. Members are encouraged to receive services from providers in their community or county. However, the member can receive services from an out-of-county provider with a referral from the member's medical provider. This includes out of state service providers as deemed appropriate by the member's medical provider. The Broker is responsible for out-of-state NEMT services as defined in Section 32.3. Emergency transportation is not part of the Broker's duties; however, the Broker shall ensure that members in an emergency are directed to the appropriate emergency resources. The Broker shall maintain a local referral source with whom to discuss emergency situations. The Broker shall know appropriate local emergency transportation systems to which members should be referred.

32.6 VOLUNTEER TRANSPORTATION

Volunteer travel is provided by individuals or agencies that receive no compensation or payment other than expenses for the provision of these transportation services. Nonprofit agencies, such as Senior Citizen Centers or Community Action Agencies, ordinarily provide this service. If use of volunteer transportation is contemplated, the Broker must arrange transportation with the volunteer organization directly, including scheduling appointments and notifying members of arrangements. Additionally, the Broker shall be responsible for payment of the expenses of the volunteer transportation. The Broker may develop volunteer services as part of the responsibility to provide NEMT services. Use of volunteer transportation does not alleviate the Broker's responsibility to assure the safety, comfort, and appropriate mode of transportation to meet the member's health care status. The Broker must ensure that all volunteers and vehicles used to provide volunteer transportation are properly licensed and insured.

Volunteer transportation requirements include:

- a. The Broker must have procedures in place to verify and document that vehicles used in volunteer transportation are adequate to meet the safety and comfort needs of the members, including, but not limited to:
 - i. Appropriate state operating requirements and registration;
 - ii. Seat belts and child safety seats when appropriate; and
 - iii. Functional heating and air conditioning.
- b. The Broker must have procedures in place to verify and document that drivers used in volunteer transportation meet the following requirements:
 - i. Have a valid Delaware driver's license; and
 - ii. Have no convictions for a substance abuse or sexual crime or crimes of violence for three (3) years prior to providing the volunteer service.

STATE OF DELAWARE
DHSS/DMMA

- c. Reimbursement for volunteer transportation is limited to payment of expenses. The Broker must obtain DMMA approval for the basis and method for which reimbursement to volunteer drivers will be made.

32.7 PUBLIC TRANSPORTATION

In some areas of Delaware, public transportation may be a viable and cost-effective alternative to more traditional and expensive forms of NEMT Service available to the Broker. This type of transportation may be used to provide a full trip or portion of a trip to or from a health care service. Public transportation is available through the Delaware Transit Corporation (DTC). DTC manages and operates Delaware Authority for Regional Transit (DART) along with Delaware Administration for Specialized Transport, Delaware Railroad Administration and Commuter Services Administration. DART First State provides transportation services statewide including paratransit service.

Public transportation requirements:

- a. Brokers are encouraged to use Federally-funded and public transportation whenever possible if it is cost-effective. The criteria included in Section 32 of the RFP may be used to determine appropriateness. The Broker must send tokens or passes to members and escorts, if applicable, for use in traveling to or from scheduled health care appointments by public transportation in cases where the members or companion cannot afford to purchase them.
- b. The Broker must have procedures in place to determine whether public transportation is accessible and appropriate for the requesting service.
- c. The Broker must have procedures for timely distribution of the tokens/passes to the members or escort to ensure receipt prior to the scheduled transportation.

32.8 CRITERIA FOR WHEELCHAIR SERVICES

Services other than car, minivan or public transportation may be required when one of the following conditions is present:

- a. The member requires a wheelchair and is unable to use public transportation;
- b. The member has a disabling physical condition which requires the use of a walker, cane, crutches or brace and is unable to use a car, minivan, commercial taxi or public transportation;
- c. An ambulatory member requires radiation therapy, chemotherapy or dialysis treatment, which results in a disabling physical condition after treatment, causing the member to be unable to access transportation without physical assistance;
- d. The member is unable to ambulate without personal assistance of the driver in entering or exiting the member's residence and medical facility; or the member has a severe,

- debilitating weakness or is mentally disoriented as a result of illness or health care treatment and requires personal assistance;
- e. Travel by other means (e.g., taxi, automobile, bus, etc.) could be detrimental to the member's health; and
 - f. The member is extraordinarily overweight and non-ambulatory.

Brokers are not precluded from using more intensive modes of transportation if the Broker determines the use to be appropriate. One of the above limiting conditions may exist before transportation services other than car, minivan or public transportation is considered; however, the existence of a limiting condition does not necessarily mean that a more intensive mode of transportation is required. While the above conditions may demonstrate the possible need for wheelchair or non-emergency ground ambulance services, the functional ability and independence of the Medicaid member should also be considered in determining the mode of transportation required. The key to the use of more intensive modes of NEMT services is that such services be adequate to meet the health needs of the individual.

32.9 ESCORT AND ATTENDANT SERVICES

The Broker must allow, without charge to the escort or member, one (1) escort to accompany a blind, deaf, mentally disabled, or under twenty-one (21) years of age member or group of members, when the member(s) are transported to receive a covered service. The Broker is not responsible for arranging for or compensating an escort for services rendered except, upon request, for the cost of public transportation.

An escort is defined as an individual who must accompany a member due to the member's physical/mental/developmental capacity and the escort's presence is required to ensure that the member receives proper medical service/treatment. The escort leaves the vehicle at its destination and remains with the member. An escort must be of an age of legal majority recognized under Delaware law.

An attendant provided by and trained by the Broker at the Broker's expense. The Broker must arrange with the transportation provider for the provision of one (1) attendant during transport when, in the judgment of the Broker, in consideration of all known factors or as required by the licensed health care provider, it is necessary to have an adult helper on a trip to assure the safety of all passengers. The attendant remains with the vehicle after the member has left the vehicle at its destination, unless other arrangements have been made by the Broker.

32.10 UNCOVERED TRANSPORT

NEMT services do not include emergency ambulance transportation or transportation to or from non-medical services. The use of DMAP-funded transportation for any purpose other than as stated in this RFP is fraudulent activity subject to criminal prosecution and civil and administrative sanctions.

32.11 INCLEMENT WEATHER

The Broker shall have a written plan for transporting members who need critical medical care during adverse weather conditions. The plan shall be submitted to DMMA for approval two (2) weeks prior to the operation start date. The broker shall develop and implement inclement weather policies and procedures for notifying providers and members. Policies and procedures shall include at a minimum:

- a. Staff training;
- b. Methods of notification;
- c. Member education; and
- d. Transportation for life sustaining medical care (e.g. dialysis and chemotherapy).

33.0 MEMBER EDUCATION AND WRITTEN MEMBER MATERIALS

The Broker is responsible for developing the initial member notification regarding NEMT service availability and advance scheduling prior to the Broker assuming responsibility for the provision of transportation services. An educational plan for members that includes each member's rights as described in Section 34.0 and responsibilities for use of NEMT services. All notices and information materials used by the Broker shall be reviewed and approved by DMMA prior to mailing or otherwise disseminated.

All written materials developed by the Broker intended for a member must meet the following requirements:

- a. Be worded at or below a 6th grade reading level, unless otherwise approved in writing by the State;
- b. Be clearly legible with a minimum font size of 12 point unless otherwise approved in writing by the State;
- c. Be printed with the assurance of non-discrimination;
- d. Be available in English and must be translated and available in Spanish and any additional prevalent non-English language, defined as a language spoken by a significant number or percentage of potential members and members in the State, as determined by the State. The Broker is responsible for ensuring the translation is accurate and culturally appropriate. Within 90 calendar days of notification from the State, the Broker shall submit a certification to the State that the translation of the information into the different languages has been reviewed by a qualified individual for accuracy, and that the materials are available in each Prevalent Non-English Language;
- e. Include taglines in all prevalent non-English languages, as well as large print, explaining the availability of written translations or oral interpretation to understand the information provided, and the contact information to access these services. Large print means printed in a font size no smaller than 18 point; and
- f. Be available in alternative formats including auxiliary aids such as TTY/TDY and American Sign Language.

STATE OF DELAWARE
DHSS/DMMA

The Broker must make all written member materials available in alternative formats for persons with special needs at no expense to the member. Alternative formats may include, but may not be limited to, Braille, large print (printed in a font size no smaller than 18 point), and audio, and shall be based on the needs of the individual member. The Broker shall notify all members and potential members that information is available in alternative formats. The Broker shall have processes in place to ensure that information in alternative formats is made available to a member within 45 calendar days of a request.

The Broker must notify members that oral interpretation is available for any language at no expense to the member and instructions for accessing oral interpretation.

Other Notices: Any other mutually agreed upon notices shall be mailed at a date and time agreed to by DMMA and the Broker.

The Broker shall submit to DMMA for review and prior approval all written materials that will be distributed to members. This includes but is not limited to new member orientation materials, the member website, and any templates for written notices. The Broker shall submit to DMMA in paper and electronic file media, all written materials in the anticipated format for final distribution to the member. The submitted written materials shall include any graphics that will be included in the final version distributed to members. The materials shall be accompanied by a plan that describes the Broker's intent and procedure for the distribution and use of the member materials.

Prior to modifying any approved written materials, the Broker shall submit to DMMA for prior approval a detailed description of the proposed modifications.

DMMA reserves the right to notify the Broker to discontinue or modify written materials after approval.

34.0 MEMBER RIGHTS

Members have the right to:

- a. Receive information in accordance with 42 CFR 438.10;
- b. Be treated with respect and with due consideration for his or her dignity and privacy;
- c. Receive information on available transportation options and alternatives, presented in a manner appropriate to the member's condition and ability to understand;
- d. Participate in decisions regarding his or her transportation; and
- e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion.

35.0 APPLICATION OF SERVICE

STATE OF DELAWARE
DHSS/DMMA

The member must contact the Broker to request NEMT services at least three (3) work days prior to a non-urgent, scheduled appointment. The three (3) day advance scheduling includes the day of the call but not the day of the appointment. Advance scheduling will be mandatory for all NEMT services except urgent care, follow-up appointments and unscheduled pick-up when the timeframe does not allow advance scheduling. The Broker shall encourage members to schedule transportation as far in advance as possible.

The Broker shall be responsible to provide same-day transportation services when the member has no other available means of transportation and requests services for urgent care. Valid requests for urgent care transport shall be completed within three (3) hours of the time the request is made. Urgent care, for the purpose of this RFP, is defined as an unscheduled episodic situation, in which there is no immediate threat to life or limb, but the member must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge and same day appointment shall be considered as urgent care. The Broker may verify with the direct provider of service that the need for urgent care exists.

When a time for the member's return trip cannot be scheduled in advance, the Broker shall ensure timely pick-up of members following the completion of their appointments. Pick-up must occur within 45 minutes of the Broker receiving notification that the member's appointment is completed. The Broker shall assure that the member is returned to their agreed point of origin.

The Broker shall notify the member regarding the details of their trip. The Broker shall allow the member to determine how he/she would like to be notified of the trip (i.e., via telephone call, email, text message, etc.). The Broker shall have a system for sending the member reminders the day before and the day of a scheduled trip. If the Broker anticipates that a trip cannot be completed, the Broker shall notify the member as soon as possible that there is an issue with the trip and the Broker is working to resolve the issue. The Broker must attempt to resolve the trip in accordance with the member's preferences, if possible.

Medicaid members must have a valid Medical Assistance card or other tangible proof of eligibility for the date of service to receive transportation services. If the card has been lost, stolen or cannot be displayed by the member, eligibility must be verified by the Broker. It is the responsibility of the Broker to ensure that the member is eligible on the date transportation service is scheduled. The Broker will verify eligibility using the Eligibility Verification System (EVS).

The Broker must obtain from the members, or an individual or agency acting on behalf of the members, sufficient information to allow a decision regarding the member's need for NEMT services. This determination must take into consideration the member's ability to provide for his or her transportation outside of the NEMT program, pursuant to NEMT gatekeeping policy established by DMMA (see Appendix F), as well as the member's needed level of transportation.

In coordinating transportation for CRDP participants, the Broker must ensure consistency of service, which is important to meet the health care needs of this population. The Broker must have ongoing

STATE OF DELAWARE
DHSS/DMMA

communication with the participants' health care providers (e.g., dialysis centers) to ensure consistency of transportation to appointments and quality of care.

36.0 MEMBER INTAKE WORKSHEET

The Broker must complete a computerized member intake worksheet at the time of contact for each request made by the member. The Broker shall develop and submit to DMMA for approval a model worksheet for NEMT services that provides the following or substantially similar information:

- a. Determination of Eligibility for NEMT services: Name and address, Medicaid number, and telephone number, if available;
- b. Availability of suitable mode of transportation: Availability of friend and relative with vehicle, and ownership or previous transportation arrangements;
- c. Necessity of trip: point of origin and destination, reason for the trip, and identify provider to be visited and available telephone.
- d. Availability of federally funded or public transportation: distance from scheduled stops, age and disabilities of member, any physical and/or mental impairments which would preclude use of public transportation; member's availability to pay for transportation and previous use of public transportation;
- e. Special needs: Mode of transportation needed, services needed in route, need for escort or attendants; and
- f. Results of Interview: transportation approved or denied, mode of transportation if approved, and date or dates of service.

37.0 VALIDITY OF INFORMATION

Except for the information contained on the DMAP card, the Broker shall accept the information provided verbally by the member, or person speaking on behalf of the member, as valid when determining or predetermining the need for NEMT services unless the Broker has cause to doubt the validity of information provided.

If the Broker has cause to doubt the validity of the information provided by or on behalf of the member, the Broker may require documentation of that information.

38.0 SUMMARY OF MEMBER NEMT APPLICATION PROCESS

The Broker shall structure the determination of need for service process to meet the following basic requirements:

- a. A transportation service may not be provided until:
 - i. The member's eligibility has been established;
 - ii. The member's Medicaid identification number and address have been recorded for reporting purposes;
 - iii. The member has declared that he or she needs non-emergency transportation;
 - iv. The member has been determined to have a valid service need; and

STATE OF DELAWARE
DHSS/DMMA

- v. The computerized member worksheet for services has been completed.
- b. The Broker shall advise the member that:
 - i. The member, under penalty of law, shall provide accurate and complete information to determine need for NEMT services;
 - ii. The member must provide documentation of Medicaid eligibility;
 - iii. When requested, the member must provide, as a condition for receiving service and being determined eligible for the service, information related to the need for services; and
 - iv. Only transportation to or from a medical service is allowable.

39.0 PICK UP AND DELIVERY STANDARDS

The Broker must assure that transportation services are provided which comply with the following minimum service delivery requirements and which shall be delineated in all transportation service agreements:

- a. Arrival on time for scheduled pick-up shall be a standard practice. Arrival before the scheduled pick-up time is permitted; however, a member shall not be required to board the vehicle before the scheduled pick-up time. The Carrier is not required to wait more than ten (10) minutes after the scheduled pick up time.
- b. Ensure that Medicaid members are transported to and from appointments on time. Medicaid members are to be advised of pick-up time for transportation to appointments when the transportation request is made. Any deviation from the stated time of more than fifteen (15) minutes is not acceptable as timely service. For the return pick-up from an appointment, the vehicle shall arrive within forty-five (45) minutes from time of notification.
- c. In multiple-load situations, ensure that no Medicaid member is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
- d. Drivers shall deliver members to their destinations on time for their scheduled appointments.
- e. Late arrival will be reported to the dispatcher/transportation provider for the purpose of notifying the direct medical service provider of the late arrival.
- f. Trips will be monitored to ensure members are delivered to their homes in timely manner from appointments; and
- g. If a delay occurs in the course of picking up scheduled riders, the dispatcher/provider must contact proposed riders at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The transportation provider must advise scheduled riders of alternate pick up arrangements when appropriate.
- h. When a time for the member's return trip cannot be scheduled in advance, the Broker shall ensure timely pick-up of members following the completion of their appointments. Pick-up must occur within 45 minutes of the Broker receiving notification that the member's appointment is completed. The Broker shall assure that the member is returned to their agreed point of origin.

40.0 URGENT CARE

The Broker shall arrange transportation services when a Medicaid member requests services for urgent care and has no other means of appropriate transportation. Urgent care, for the purpose of this RFP, is defined as an unscheduled episodic situation in which there is no immediate threat to life or limb, but the member must be seen on the day of the request and treatment cannot be delayed until the next day. Hospital discharges shall be considered as urgent care. The requirements of this subsection shall also apply to appointments established by medical care providers allowing insufficient time for routine three (3) day scheduling. The Broker may verify with the direct provider of service that the need for urgent care exists. Valid requests for urgent care transport shall be completed within three (3) hours of the time the request is made.

41.0 COORDINATION WITH MEDICAID MCO'S

The Broker must coordinate with the member's Medicaid MCO Case Manager as appropriate in resolving issues related to transportation.

42.0 AUTOMATED VEHICLE LOCATOR (AVL) AND WEB-BASED COMMUNICATION DEVICES

DMMA will support the Broker in implementation of AVL (Automated Vehicle Locator) for transportation companies in the network. This may support validation of grievances, as well as fraud, waste, abuse, and program integrity initiatives.

DMMA will support the Broker in the introduction and use of Member Mobile and Medical Facility web-based communication devices allowing for real-time information and substantiation of problem resolution for quality improvement monitoring.

43.0 VEHICLE REQUIREMENTS

The Broker must assure that all transportation providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this RFP. Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations. Any vehicle found noncompliant with Delaware Department of Motor Vehicles (DMV) licensing requirements, safety standards, ADA regulations, or RFP requirements must be removed from service immediately if this discrepancy creates a health or safety hazard for vehicle occupants. All vehicles must meet the following requirements:

- a. The transportation provider must provide and use a two-way communication system linking all vehicles used in delivering the services contemplated under this RFP with the transportation provider's major place of business. The two-way communication system shall be used in such a manner as to facilitate communication and to minimize the time in which

STATE OF DELAWARE
DHSS/DMMA

out-of-service vehicles can be replaced or repaired. Pagers are not an acceptable substitute. A vehicle with an inoperative two-way communication system must be placed out-of-service until the system is repaired or replaced.

- b. All vehicles must be equipped with adequate heating and air conditioning for driver and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.
- c. All vehicles must have functioning, clean and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use. Each vehicle must utilize child safety seats as prescribed by Delaware state law when transporting children. Each vehicle shall have at least two (2) seat belt extensions provided. Additionally, each vehicle shall be equipped with seat belt cutter(s), mounted above the driver's door, for use in emergency situations.
- d. All vehicles must have a functioning speedometer and odometer.
- e. All vehicles must have functioning interior light(s) within the passenger compartment.
- f. All vehicles must have adequate side wall padding and ceiling covering.
- g. All vehicles must be smooth riding, so as not to create passenger discomfort.
- h. All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.
- i. All vehicles must be equipped with an interior mirror which shall be either clear-view laminated glass or clear-view glass bonded to the back which retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.
- j. The vehicle's interior and exterior must be clean and have exteriors free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents which detract from the overall appearance of the vehicles.
- k. The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall also be free of dirt, oil, grease or litter.
- l. The vehicle floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- m. All vehicles must have the transportation provider's name, vehicle number, and the broker's phone number prominently displayed within the interior of each vehicle. This information must also be available in written form on each vehicle for distribution to riders on request.
- n. All vehicles must have the name and other identifying information of the transportation provider displayed on the exterior of the vehicle.
- o. All vehicles must have the following signs posted in all vehicle interiors, easily visible to the passengers:
 - i. No Smoking, Eating or Drinking, and
 - ii. All passengers must use seat belts.
- p. All vehicles must be equipped with one or more functional fire extinguishers at least 2.5 pounds each in size, with a combined capacity totaling at least 5.0 pounds in size (preferably ABC or Halon type), and shall display a current inspection tag or sticker. The fire extinguisher shall be secured within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated.

STATE OF DELAWARE
DHSS/DMMA

- q. All vehicles that require a step up for entry, must include a retractable step, or a step-stool as approved by DMMA to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four legs with anti-skid tips, sturdy metal with non-skid tread, with a height of 8 and 1/4", a width of 15" and a depth of 14" or an equally suitable replacement..
- r. All vehicles must have on board three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited.
- s. All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored on or in the driver's side visor. This packet will include:
 - i. Vehicle registration;
 - ii. Insurance card; and
 - iii. Accident procedures and forms.
- t. All vehicles must be provided with a fully equipped first aid kit that adequately meets the maximum number of passengers according to OSHA standards.
- u. All vehicles must contain a GPS system which at a minimum, is capable of recalling the location of vehicles for specific period of time, and can locate member pick-up points and destinations.
- v. To comply with HIPAA requirements the word "Medicaid" may not be displayed on the vehicle or in the name of business.

44.0 WHEELCHAIR VAN REQUIREMENTS

All vehicles used to transport wheelchair members must comply with the ADA requirements in effect at the time of the vehicle's construction. Vehicles used to transport wheelchair passengers must, at a minimum, meet the following ADA requirements:

- a. Must maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment.
- b. Must have an engine-wheelchair lift interlock system which requires that the vehicle's transmission be placed in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
- c. Must have Wheelchair lift - a hydraulically or electro-mechanically powered wheelchair lift mounted so as not to impair the structural integrity of the vehicle that meets the following specifications:
 - i. The lift platform is capable of elevating and lowering a 600-pound load and shall not cause the outer edge of the lift to sag, or tilt downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under 600-pound load. The lift platform is at least thirty (30) inches wide and forty-eight (48) inches long.
 - ii. The lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically.
 - iii. The lift controls shall be operable and accessible from inside and outside the vehicle, and shall be secure from accidental or unauthorized operation.

STATE OF DELAWARE
DHSS/DMMA

- iv. The lift shall be powered from the vehicle's electrical system. In the event of a power failure, the lift platform shall be able to be raised/lowered manually with passengers, and shall provide a method to slow free-fall in the event of power or component failure.
 - v. The lift operation shall be smooth without any jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle.
 - vi. When the lift platform is in storage in the passenger compartment, it shall not be capable of falling out of or into the vehicle, even if the power should fail.
 - vii. All sharp edges of the lift structure which might be hazardous to passengers shall be padded and all sharp edges should be ground smooth.
 - viii. The lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of 1" on the outbound end, to prevent ride over.
 - ix. It is preferable but not required, that the platform, when in a stored position, not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface.
 - x. The lift platform surface shall be of a non-skid expanded metal mesh or equivalent, to allow for vision through the platform.
 - xi. The lift shall be furnished with reflector tape on each side except the side adjacent to the vehicle and all step edges, thresholds and the boarding edge of lift platform.
 - xii. The lift platform on vehicles must be equipped with a hand rail on both sides of the lift platform for the purpose of loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
 - iv. Maximum height range (30-38) inches;
 - v. Knuckle clearance hand hold, 1 and 1/2 inch (1-1/2") minimum;
 - vi. Must be able to withstand force of 100 pounds; and
 - vii. The handrail shall not reduce the lift platform width of at least thirty (30) inches.
- d. Wheelchair Restraint System - for each wheelchair position, a wheelchair securement device (or "tiedown") shall be provided that complies with applicable ADA standards:
- i. Be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
 - ii. Be tested to meet a 30 m.p.h./20gm standard;
 - iii. Securely restrain the wheelchair during transport from movement forward, backward, lateral and overturning movements in excess of two (2) inches;
 - iv. Be adjustable to accommodate all wheel bases, tires (including pneumatic) and motorized wheelchairs;
 - v. Be a lock system, belt system or both and acceptable to DMMA. If a belt system is used the cargo strap shall be retractable or stored on a mounted clasp or in a storage box when not in use. A track mounting lock system on the floor for wheelchair securement shall be flush with the floor so as not to be an obstruction or

STATE OF DELAWARE
DHSS/DMMA

become a tripping hazard. In all cases, the straps shall be stored properly when not in use; and

- vi. Provide seat belts and/or a shoulder harness that are attached to the floor or to the side wall of the vehicle, which shall be capable of securing both the passenger and wheelchair.

(Note: The Wheelchair Restrain System utilized may accommodate scooter-type wheelchairs. However, passengers utilizing these devices shall be requested to dismount from the device and be seated in a passenger seat); and

- e. The Wheelchair Entrance Door shall:
 - i. Maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
 - ii. Have no lip or protrusion at the door threshold of more than 1/2 inch;
 - iii. Be equipped with straps or locking devices to hold the door open when the lift is in use; and
 - iv. It is preferable, but not required that the side door be the wheelchair entrance.

45.0 ANNUAL VEHICLE INSPECTIONS

The Broker must develop and implement an annual inspection process to verify that all vehicles meet the requirements of Sections 33.0 and 34.0, and that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.). The Broker may conduct these annual inspections using its own staff or an alternate method approved by DMMA.

Prior to the execution of a service agreement between the Broker and a transportation provider, an initial inspection of all the transportation provider's vehicles must be completed satisfactorily. Subsequent inspections must be completed no later than twelve (12) months after the most recent inspection. Records of all inspections must be maintained.

46.0 PROHIBITION OF SMOKING

Smoking is prohibited on the vehicles while performing DMAP service. "No Smoking" signs shall be visible to all passengers. Broker shall require that drivers and attendants contact Broker immediately if passengers fail to comply with this prohibition.

47.0 BACKUP SERVICE

Broker shall be responsible for arranging for back-up vehicles and/or personnel when notified by a member, a provider, or DMMA that a vehicle is excessively late, is otherwise unavailable for services, or when specifically requested by DMMA. The vehicle is excessively late if it is twenty (20) minutes late in meeting its assigned schedule.

STATE OF DELAWARE
DHSS/DMMA

A back-up vehicle for an excessively late vehicle or an otherwise unavailable vehicle must be in place within thirty (30) minutes after a vehicle has been deemed unavailable for service for whatever reason.

48.0 NON-COMPLIANCE WITH STANDARDS

Any vehicle found not in compliance with the vehicle standards created by this contract or any state or federal standards must be removed from service immediately until verified for correction of deficiencies.

Any vehicle receiving two (2) or more grievances from passengers concerning cleanliness, heating, air conditioning deficiencies, or other deficiencies within 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.

49.0 PASSENGER SAFETY REQUIREMENTS

The Broker, provider and driver shall assure compliance with the following passenger safety requirements:

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

50.0 DRIVER QUALIFICATIONS

The Broker is responsible for assuring that transportation providers meet all RFP driver qualifications as well as deliver the required transportation services. The Broker may establish additional qualifications, which must be approved by DMMA.

The Broker must assure that an oversight procedure is in place to determine that all drivers, at all times during their employment, be legally licensed by the State of Delaware to operate the transportation vehicle to which they are assigned; be competent in their driving habits; be courteous, patient and helpful to all passengers; and be neat and clean in appearance.

STATE OF DELAWARE
DHSS/DMMA

All drivers employed by transportation providers through service agreement with the Broker to deliver transportation services under the terms of this RFP shall meet the following conditions:

- a. All drivers must be at least twenty-one (21) years of age and have an appropriate current valid Delaware driver's license issued by the Delaware Division of Motor Vehicle.
- b. All drivers and attendants must have no prior convictions for substance abuse or 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 by the Broker and DMMA or its agent.
- c. The transportation provider must not utilize drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of members. If the transportation provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that would endanger the safety of members, the transportation provider must immediately remove the driver from providing service to Medicaid members.
- d. 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. Individuals who have a prior suspension for failure to comply with Child Support orders are exempt from this policy.
- e. 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.

51.0 DRIVER AND ATTENDANT CONDUCT

The Broker must assure that drivers and attendants adhere to the following required standards that must be delineated in all transportation service agreements:

- a. No driver or attendant must use or be under the influence of alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time.
- b. No driver or attendant must touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained.
- c. All drivers and attendants must wear or have visible, easily readable official company I.D.
- d. At no time shall drivers or attendants smoke, eat or consume any beverage while in the vehicle or while involved in member assistance entering or exiting the vehicle or while in the presence of any member.
- e. Drivers and attendants must not wear any type of headphones at any time while on duty.
- f. Drivers or attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination.
- g. Drivers or attendants must properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent.

STATE OF DELAWARE
DHSS/DMMA

- h. Drivers or attendants, while on board, must assist the passengers in the process of being seated, including the fastening of the seat belts and securing of infants and children under age 5 in properly-installed child safety seats. Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured and that all passengers are properly belted in their seat belts.
- i. Drivers or attendants must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger's destination.
- j. Drivers must confirm, prior to vehicle departure, that the delivered passenger is safely inside the destination.
- k. Drivers or attendants must provide support and oral directions to passengers. Such assistance must also apply to the movement of wheelchairs and mobility limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance must also include stowage by the driver of mobility aids and folding wheelchairs.
- l. Drivers or attendants shall not be responsible for passenger's personal items.

52.0 DRIVER, ATTENDANT, AND BROKER SERVICE PERSONNEL TRAINING

The Broker may establish and implement its own Driver, Attendant, and Broker's Service Personnel Training standards in lieu of the standards established in the following paragraphs of this section, subject to advance review and approval of DMMA.

Drivers: All drivers used by transportation providers to deliver transportation services under the terms of this contract must have successfully completed driver training in the operation of all vehicle equipment, first aid training including CPR and training in the use of a spill kit and the removal of biohazards. Training shall include:

- a. A passenger assistance orientation program;
- b. An on-going safety and sensitivity program to ensure a safe operating environment;
- c. A defensive driving training; and
- d. HIPAA compliance standards.

Any driver who has not previously completed the training required by this RFP must satisfactorily complete the required training within ninety (90) days of assignment under this contract.

Attendants: All Attendants used by transportation providers to deliver transportation services under the terms of this contract must have successfully completed an Attendant training program. Attendant training shall include:

- a. At a minimum, first aid training;
- b. A passenger assistance orientation program; and
- c. An on-going safety and sensitivity program to ensure a safe operating environment.

Broker's Service Personnel: The Broker must provide a program of the Broker's service personnel training prior to permitting any personnel to have public contact or answer scheduling lines. Training shall include sensitivity components dealing with:

- a. The aged and disabled persons;
- b. Multicultural contacts;
- c. Handling hostile callers;
- d. Public contact; and
- e. Communicating with hearing or speech-impaired individuals.

Service personnel, including scheduling personnel, must be trained and knowledgeable in all aspects of transportation service operations including Broker reservation procedures. The Broker shall provide a written comprehensive training plan for all service personnel. Any changes to this plan must be approved by DMMA prior to implementation. Changes must be submitted to DMMA no later than thirty (30) days prior to requested implementation.

53.0 ORIENTATION FOR TRANSPORTATION PROVIDERS

The Broker must provide an orientation program for all transportation providers with which he/she has entered into a service agreement under this RFP. At a minimum, the orientation program must include:

- a. Overview of NEMT Program and division of responsibilities between Broker and transportation provider;
- b. Vehicle requirements;
- c. GPS;
- d. Procedures for handling accidents, moving violations and vehicle breakdowns;
- e. Driver qualifications;
- f. Driver conduct;
- g. The use of attendants and/or escorts;
- h. Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the member;
- i. Scheduling procedures for after hours, weekends and holidays;
- j. Procedures for handling requests for "urgent care";
- k. Criteria for trip assignment;
- l. Dispatching and delivery of services;
- m. Procedures for obtaining reimbursement for authorized trips;
- n. Driver customer service standards and requirements during pickup, transport and delivery;
- o. Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs;
- p. Procedures for handling grievances from members or providers;
- q. Procedures for notifying members when services are denied or terminated by the Broker;

STATE OF DELAWARE
DHSS/DMMA

- r. Criteria and procedures for documenting and notifying members when services are denied or terminated by the transportation provider;
- s. Overview of CRDP related to NEMT services;
- t. HIPAA Compliance Requirements;
- u. Hazardous weather policy;
- v. Emergency Contingency procedures;
- w. Disaster Recovery procedures;
- x. Quality Assurance process; and
- y. All performance requirements.

54.0 OPERATIONAL POLICIES/PROCEDURES MANUAL

The Broker must develop an operational policies/procedures manual detailing all policies/procedures to be used in the scheduling and delivery of transportation services. The manual must include policies for services, personnel and equipment as well as vehicle maintenance procedures. The manual must be submitted to DMMA for review and approval at least forty (40) calendar days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) working days of notification. In no cases will a Broker be allowed to begin operations without an approved operational policies/procedures manual.

This operational policies/procedures manual must be incorporated into all training programs for new employees. The manual must also be provided to all transportation providers with whom the Broker has entered into a service agreement. The manual must be utilized in an orientation program to be provided by the Broker to transportation providers.

The operational policies/procedures manual must be reviewed and updated annually and whenever changes in the operation of the business are made. Updates to the manual must be approved by DMMA before distribution. DMMA reserves the right to require modifications to the manual throughout the life of the contract. Required updates must be submitted to DMMA for approval within ten (10) working days of the request.

The operational policies/procedures manual developed as part of this contract will become the property of DMMA.

55.0 APPEALS AND GRIEVANCES

The Broker is responsible for tracking and responding to grievances and notifying members of the right to appeal when a trip is denied, suspended or terminated. The Broker is responsible for maintaining a system that electronically tracks grievances.

Members shall have the right to request information regarding:

STATE OF DELAWARE
DHSS/DMMA

- a. The right to request a State fair hearing;
- b. The procedures for exercising their rights to request a State fair hearing;
- c. Representing themselves or use legal counsel, a relative, a friend, or other spokesperson;
- d. The specific regulations that support, or the change in Federal or State law that requires the action;
- e. The member's right to request a State fair hearing, or in cases of an action based on change in law, the circumstances under which a hearing will be granted; and
- f. A State fair hearing within 90 days from the broker's notice of action.

DMMA will maintain a toll-free telephone number to receive service grievances from members and providers. The Broker's Project Director or a designee must be available to respond to DMMA concerning these grievances within a thirty (30) minute response time.

56.0 DENIAL OF SERVICE

When denying a request for transportation, The Broker shall orally notify each member at the time of the request and state the reason for the denial. The Broker shall also notify the member in writing of the reason for denying transportation service within two business days of the denial. The written notification shall use a template provided by DMMA upon contract award. The template shall state the reason for the denial, citing the specific law, regulation or DMMA policy. It shall also include a description of the member's appeal rights and a copy of the form for requesting an appeal hearing from DMMA. The Broker shall prepare for and participate in member appeals as requested by DMMA, at the Broker's expense.

In individual cases where the contract requirements do not provide clear guidance, DMMA shall retain ultimate decision-making authority on authorization of transportation services. The decisions of the Appeals Division of DMMA on matters involving the Broker's denial of transportation requests shall be final and binding on the Broker.

Penalties: In the event the Broker fails to notify a member in writing of the reason for denying transportation service within two business days of the denial, DMMA may apply financial penalties against the Broker's monthly payment from DMMA up to \$250.00 per incident.

The Broker may deny a trip or immediately discontinue a trip for any member who:

- a. Refuses to cooperate in determining status of Medicaid eligibility;
- b. Refuses to provide the documentation requested to determine need for NEMT services;
- c. Is found to be ineligible for NEMT services on the basis of the documented information that cannot be otherwise confirmed;
- d. Exhibits uncooperative behavior or misuses/abuses NEMT services;
- e. Is not ready to board NEMT transport ten (10) minutes after the scheduled pick up time; or

STATE OF DELAWARE
DHSS/DMMA

- f. Fails to request a reservation three (3) days in advance of appointment without good cause. For purposes of this section, "good cause" is created by factors such as, but not limited to, any of the following:
- g. Urgent care;
 - i. Post-surgical and/or medical follow-up care specified by a health care provider to occur in fewer than three days;
 - ii. Imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more; or
 - iii. The result of administrative or technical delay caused by the Broker and requiring that an appointment be rescheduled.

The Broker must provide in writing to members who have been denied or terminated NEMT services the specific reason for denial or termination and the member's right to appeal.

57.0 MEMBER APPEALS

The Broker must have a formal written appeal process, that must be approved by DMMA, to ensure that all appeals are resolved at the lowest administrative level possible. The Broker's appeal system may not be a prerequisite to, nor a replacement for, the member's right to appeal to DMMA. The Department of Health and Social Services must approve all notices of appeal for content and format before they are put into use.

Members may appeal an adverse decision of a Broker to DMMA. The Broker is responsible for the preparation of the hearing summary and the presentation of its case and is subject to the rules, practices, and procedures enumerated in Title 16, Section 5000 of the Delaware Administrative Code. The Broker must have sufficient staff in its quality assurance/compliance area to perform the Broker's functions related to appeals. The Broker must also designate a staff person from the Broker's quality assurance/compliance area as the point of contact for DMMA regarding appeals.

The decision of the DMMA hearing officer is a final decision of the Department of Health and Social Services and is binding on the Broker.

58.0 GRIEVANCES

The Broker shall be responsible for recording and responding to all grievances with regard to the delivery of services required under this contract which will include grievances by members, providers, DMMA or any individual or group who contact the Broker. Resolution of grievances by the Broker is subject to the discretionary review of DMMA and may be overridden. The Broker may be required to implement and submit proof of any corrective policies or procedures as a result of DMMA review.

A substantial grievance may be defined as a grievance that is evidence of or is supported by evidence of professional misconduct, breach of contract, regulatory or statutory violation, moral turpitude or other act, conduct or behavior having an adverse effect on the health, safety, well-being

STATE OF DELAWARE
DHSS/DMMA

or condition of a member or passenger associated with a member while being transported. The Broker shall determine whether a grievance is substantial, subject to the authority of DMMA to override such determination.

The Broker shall respond verbally to the complainant within twenty-four (24) hours of the Broker's receipt of the grievance and, upon request, provide DMMA a written record of the grievance and resolution including any corrective action within three (3) working days of receipt of DMMA request. The Broker must establish and maintain standardized written procedures for handling all grievances, including documentation requirements.

The Broker must remove from public contact or provide a retraining program for service personnel who receive two (2) substantial grievances within a ninety (90) day period. The Broker must remove from public contact any service personnel who has received four (4) substantial grievances within a twelve consecutive (12) month period.

The transportation provider must remove from direct contact with Medicaid members or provide a retraining program for drivers or attendants who receive two (2) substantial grievances within ninety (90) day period. The transportation provider must remove from direct contact with Medicaid members any driver or attendant who has received four (4) substantial grievances within a consecutive twelve (12) month period.

The Broker shall designate an individual within the Broker's organization to act as liaison with DMMA to insure prompt action regarding all grievances. The Broker must comply and remove transportation providers to comply, with the request of DMMA to investigate, or remove from public contact, or require retraining for any personnel.

The Broker shall compile an appropriate summary report and analyze grievances on file on a monthly basis to determine quality of services to members, particularly noting patterns or trends of the grievances received. The original report will be sent to DMMA on a monthly basis and will include a description of corrective actions taken to assure service delivery conforms to the requirements of this RFP. The summary report shall be in accordance with the specifications and format approved by DMMA.

59.0 MONITOR AND ADDRESS FRAUD, WASTE AND ABUSE OF NEMT

The Broker shall comply with all federal and state requirements regarding fraud, waste and abuse, including but not limited to Sections 1128, 1156, and 1902(a)(68) of the Social Security Act https://search.ssa.gov/search?utf8=%E2%9C%93&affiliate=ssa&sort_by=&query=1128%2C+1156%2C+1902 and shall have policies and procedures to prevent and detect fraud, waste and abuse. The Broker shall establish functions and activities governing program integrity to reduce the potential incidence of fraud, waste and abuse and shall identify and provide adequate staffing, resources, written policies and internal controls to prevent, reduce, investigate and correct known or suspected

STATE OF DELAWARE
DHSS/DMMA

fraud and abuse activities by members or providers contracted to provide services to Medicaid members. Policies and procedures should include, at a minimum:

- a. Assurance that transportation provider claims for reimbursement match verification of authorized trips;
- b. Verification that members received Medicaid Covered Services on the date of transportation;
- c. Surveillance and utilization control programs and procedures to safeguard Medicaid funds against unnecessary or prohibited activities of Medicaid services and improper payments;
- d. Billing for services not rendered;
- e. Billing for more extensive services than those actually provided; and
- f. Improper member ID card use and card sharing.

The Broker shall provide to DMMA Program Integrity Unit a written policy and compliance plan with roles and responsibilities followed to promote program integrity activities and deter fraud, waste and abuse in the transportation program both by members and transportation providers.

The Broker shall have operations sufficient to enable the efficient identification, investigation, and resolution of waste, fraud and abuse activities of transportation providers. The Broker's operations should include:

- a. Adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Broker in preventing and detecting fraud and abuse activities.
- b. Annual training and education of staff on the detection of fraud, waste and abuse and that addresses the False Claims Act, Delaware laws and requirements governing Medicaid reimbursement and the utilization of services
- c. Provisions for internal monitoring and auditing.
- d. Surveillance and utilization review activities to ensure the appropriate use and reimbursement for services.

The Broker must perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the service provider on a minimum of 10 percent (10%) of scheduled trips prior to transportation services being provided. The Broker must perform and document a post trip verification review on a minimum of 10 percent (10%) of trips and include problem areas such as after-hours transportation; and verify that "routine trips" are for legitimate medical services. The Broker will ask for only minimally necessary information to accomplish each verification.

On at least a monthly basis, the Broker shall screen transportation providers and staff against the federal exclusion databases (such as the List of Excluded Individuals/Entities (LEIE), System for Award Management (SAM) <https://www.transportation.gov/osdbu/system-award-management-sam> <https://www.ssa.gov/history/35act.html> and Excluded Parties List System (EPLS) and other databases which may be required under the regulation to identify excluded parties). Transportation providers who have been terminated from the Medicaid program by fraud or abuse, in accordance with section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR § 438.610, and other

STATE OF DELAWARE
DHSS/DMMA

applicable statutes and regulations must not be permitted to participate in any Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States. Identification of such a transportation provider must be immediately reported to the state agency and the Broker must terminate the engagement with the provider. The Broker shall notify DMMA Program Integrity Unit in writing when the Broker terminates an engagement with a transportation provider or otherwise limits the ability of providers to participate in the program for program integrity reasons. The Broker shall be responsible for obtaining funds from providers for all fraudulent charges paid. All amounts paid to an excluded provider must be refunded to DMMA.

The Delaware Department of Justice, Medicaid Fraud Control Unit (MFCU) is the state agency responsible for the investigation of provider fraud and abuse in the Delaware Medicaid Program. The Broker shall cooperate with the MFCU or other law enforcement agency in any investigation, audit, review or hearing and shall make available any and all relevant documentation on demand, including data the law enforcement entity deems relevant during the course of the investigation.

All suspected fraud and abuse must be reported to DMMA within 3 business days of detection on the prescribed reporting form. Minimum reporting requirements include the number of complaints of fraud and abuse made that warrant preliminary investigation. Failure to report within the stated timeframe may result in sanctions against the Broker. For each report that warrants investigation, the Broker shall submit a report that includes:

- a. The provider name/member name and ID number;
- b. The source of the complaint;
- c. The nature of the complaint;
- d. Approximate dollars involved; and
- e. Legal and administrative disposition of the complaint.

The Broker shall meet as requested, but not less than quarterly, with the state designated program integrity representative(s) to provide updates on the Broker's fraud, waste and abuse detection efforts and results including ongoing and completed investigations

The Broker shall provide all reporting, documentation and information requested by DMMA.

60.0 QUALITY ASSURANCE PLAN

The Broker must develop and maintain an ongoing quality assurance plan to support the provision of high-quality transportation services to Medicaid members.

At a minimum, the quality assurance plan must include the following elements:

- a. Key indicators of quality related to scheduling and delivery of transportation services;
- b. Description of how the Broker plans to monitor these key indicators;

STATE OF DELAWARE
DHSS/DMMA

- c. A description of how the Broker will develop, implement, and evaluate corrective actions or modifications to overall operations as necessary to address quality concerns;
- d. A description of how the Broker will monitor the quality of the transportation providers;
- e. A description of the staffing resources responsible for the quality assurance plan and quality assurance activities; and
- f. Samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them.

This quality assurance plan must be submitted to DMMA for review and approval at least thirty (30) working days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) working days of notification. In no cases will a Broker be allowed to begin operations without an approved quality assurance plan. Thereafter, the quality assurance plan must be reviewed at least annually and any revisions must be submitted to DMMA for review and approval at least thirty (30) days prior to implementation.

61.0 DMMA PERFORMANCE MONITORING

DMMA reserves the right to conduct a review of Brokers records or to conduct an onsite review at any time to ensure compliance with these requirements.

The Broker agrees to make all records related to services available for such reviews by DMMA or its agent shall monitor the Broker's performance under this contract by telephone contact, record reviews, customer service satisfaction surveys and other means. DMMA reserves the right to audit the Broker's records to validate service delivery reports and other information.

DMMA staff or their official agent may ride on trips to monitor service. All of the transportation provider's vehicles must be made available to DMMA or its agent(s) for inspection at any time.

DMMA staff or its official agent will review reports of grievances from members, providers, or any individual or group who contact the Broker regarding the delivery of services under this contract.

DMMA will maintain a toll-free telephone number to receive service grievances from members and health care providers. The Broker's Project Director or a designee must be available to respond to DMMA concerning these grievances within a thirty (30) minute response time.

The Broker agrees DHSS may assess liquidated damages for failure to meet the performance standards specified in this contract.

DHSS, in its daily activities, shall monitor the Broker for compliance with the provisions of this Contract.

STATE OF DELAWARE
DHSS/DMMA

DHSS shall prepare a report of its findings and recommendations and require the Broker to develop corrective action plans as appropriate.

The Broker shall ensure within its own organization and pursuant to any agreement the Broker may have with any other providers of service, including, but not limited to providers, subBrokers or any person or entity receiving monies directly or indirectly by or through DHSS, that DHSS representatives and authorized federal, state and Office of the Comptroller of the Treasury personnel, including, but not limited to DHSS, the Office of the Inspector General (OIG), Delaware Program Integrity Unit, Medicaid Fraud Control Unit (MFCU), the Department of Health and Human Services, Office of Inspector General (DHSS OIG) and the Department of Justice (DOJ), and any other duly authorized state or federal agency shall have immediate and complete access to all records pertaining to services provided to DHSS enrollees.

For purposes of monitoring under this Contract, the Broker shall make available to DHSS or its representative and other authorized state and federal personnel, all records, books, documents, and other evidence pertaining to this Contract, as well as appropriate administrative and/or management personnel who administer the MCO. The monitoring shall occur periodically during the Contract period and may include announced or unannounced visits, or both.

62.0 BROKER REPORT CARDS

DMMA or its agent will collect data on the Broker's and the transportation providers' performance and will have the option to make the data available to interested parties in the form of quarterly "report cards". This data will include, but is not limited to:

- a. Number of trips provided by type of transportation/by county;
- b. Number of trips provided by transportation provider/by county;
- c. Number of members served/by county;
- d. Number of requests for transportation denied by reason/by county;
- e. Average number of phone calls received daily;
- f. Average number of phone calls abandoned daily;
- g. Average "on hold" time;
- h. Percentage of pick-ups and deliveries completed on time; and
- i. Number and type of grievances

63.0 HOURS OF OPERATION

The Broker shall establish a duly licensed non-residential business office that is centrally located within Delaware and is open to conduct the general administration functions of the business between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday. All documentation must reflect the Broker's street address, local and toll free telephone number.

STATE OF DELAWARE
DHSS/DMMA

The Broker shall provide telephone scheduling services with sufficient capacity Monday through Friday, 7:00 a.m. to 6:00 p.m., Eastern Time. Time of the actual transport is predicated on the need of the member. Scheduling and business functions may be closed on recognized State holidays including; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Broker must have a telecommunications system and appropriate personnel available on-call to allow members to schedule after-hours trips, including nights, weekends and stated holidays. The Broker will be responsible for arranging transportation services for non-routine appointments, urgent call appointment (see Section 40.0) and for replacing disabled or otherwise unavailable vehicles after hours.

64.0 CALL CENTER REQUIREMENTS

The Broker must provide Medicaid members or persons or agents acting on behalf of the member, with toll free telephone access to the Broker's call center, where members can inquire about transportation matters, schedule one-time and recurring transportation, find out where their ride is, etc.

Access for the hearing and speech impaired may be satisfied by the use of the Delaware Relay Service (Appendix E). The Broker must have multilingual capabilities to address the communication/language needs of members with limited English proficiency.

If the Broker is selected to be a Broker by this procurement process, a demonstration of the Broker's telecommunications system may be required before negotiations on the Contract are complete.

All calls to the Broker must be answered within five (5) rings. The Broker shall connect the caller to a live agent within a maximum of three minutes from the end of the initial greeting or message to the connection with the agent and inclusive of any time on hold before connecting the caller to the agent. On hold timeframe will not exceed an average of two (2) minutes.

The telephone system must have an automatic reporting system that records and reports the number of calls received, number of calls placed on hold and length of time on hold for each call, the number of abandoned calls listed by: incoming, from queue, the length of the call, number of incomplete calls that get busy signals and length of time until call is abandoned, the amount of telephone system inoperable time in excess of one (hour), per incident and the number of available operators by time of day and day of week.

The Broker must manage and staff the call center in order to comply with the following standards:

- a. All calls must be answered by the Broker within five (5) rings.
- b. Average monthly total hold time per call shall not exceed two (2) minutes.
- c. Eighty percent (80%) of each month's total incoming calls are to be answered by a live person within 60 seconds (call triaging between agents is expected to be completed within

STATE OF DELAWARE
DHSS/DMMA

- the 30 seconds). If the Broker fails to comply with this requirement, DMMA may apply financial penalties against the monthly payment from DMMA up to \$500.00 per incident.
- d. The monthly call abandonment rate is less than 5%.

Personnel assigned to service telephone lines must be sufficiently trained to navigate and obtain information from systems to assist callers. Call center staff must be trained in dispute resolution and shall maintain a courteous and polite attitude in all dealings with the public. Personnel must identify the Broker and themselves by name upon answering.

The Broker shall be responsible for obtaining periodic busy signal studies as requested by DMMA. Action to correct high busy signal conditions to DMMA satisfaction will be the responsibility of the Broker.

65.0 WEBSITE, INCLUDING MEMBER AND PROVIDER ONLINE PORTALS

The Broker shall provide and maintain an Internet website or multiple websites for Delaware's members and transportation providers to access information pertaining to the Broker's NEMT services. The Broker will continually update the website(s) to add increased functionality. The website(s)' design and content must be presented in a user friendly, intuitive manner and provide for the information and content to be viewed and/or downloadable. The Broker shall update the website as needed to reflect changes and revisions in the NEMT services program. Updates to the website must be applied within three (3) business days of receipt of State approved content changes. Any non-availability of the website must be addressed within one (1) hour of discovery.

The Broker shall submit any website content specific to Delaware's NEMT program to DMMA for review and approval prior to posting the information on the website.

The Broker's website shall provide, at a minimum, the following information for transportation providers:

- a. Information on how to apply to become a transportation provider;
- b. Provider reimbursement information;
- c. Central business office address, phone, and fax number;
- d. Directions to the Broker's central business office and office hours;
- e. Frequently asked questions (FAQ);
- f. NEMT policies, procedures, and a copy of the Broker's provider manual;
- g. Transportation provider meeting/training dates, time, and locations;
- h. Sample reporting requirements, instructions, and templates as applicable;
- i. Transportation provider education and training plan updates; and
- j. Any other information as determined appropriate by the State.

The website shall provide, at a minimum, the following information for Members:

- a. Call center contact information, including information for after-hours and holiday assistance;
- b. Description of transportation services available and how to access them;

STATE OF DELAWARE
DHSS/DMMA

- c. How to file a grievance or appeal;
- d. Translation assistance;
- e. Copies of written member materials;
- f. Member rights;
- g. Links to other web sites as determined by the State;
- h. Frequently asked questions (FAQ), including definitions; and
- i. Any other information as determined by the State.

The Broker shall maintain, as part of the member website, an online scheduling tool for clients to view their trip information and schedule/change trips.

66.0 STAFFING REQUIREMENTS

The Broker shall appoint and maintain, subject to DMMA approval, a full time Project Director for this contract who has sufficient authority for resource control to manage the allocation of resources to meet all RFP requirements without service interruption to Medicaid members. The Project Director must be located full time on site in Delaware for the duration of this contract. Supervisory personnel must be available to Broker staff in person or by telephone within a thirty (30) minute response time during all hours of operation.

The Broker must designate a full time Quality Assurance Manager for this contract who manages the Broker's quality assurance plan and oversees all activities related to quality assurance, compliance, and grievances. The Quality Assurance Manager must be located full time on site in Delaware for the duration of this contract. The Broker must have sufficient quality and compliance staff to ensure quality of services and compliance with contractual obligations and State and Federal law.

The Broker must designate a full time Health Care Manager for this contract who is responsible for coordinating with health care providers, members and case managers to promote coordination and information-sharing. The Health Care Manager must be located full time on site in Delaware for the duration of this contract.

The Broker must maintain sufficient levels of supervisory and support staff within Delaware with appropriate training and work experience to perform all contract requirements on an ongoing basis. The Broker must maintain staff representative of, or consistent with the demographic pattern of the state. The DMMA shall have the right to require reassignment or removal from this contract of any staff found unacceptable to the DMMA.

67.0 EQUAL EMPLOYMENT OPPORTUNITY PLAN

The Broker's staffing must demonstrate a commitment to minority participation in the Delaware project.

STATE OF DELAWARE
DHSS/DMMA

The Broker must develop an Equal Employment Opportunity Plan and submit it to DMMA for review and approval at least thirty (30) days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) working days of notification. In no case will a Broker be allowed to begin operations without an approved Equal Employment Opportunity Action Plan.

The Equal Employment Opportunity Plan must be revised on an annual basis and resubmitted for DMMA approval no later than June 30 of each year.

68.0 CENTRAL BUSINESS OFFICE

The Broker must establish a non-residential business office within the State of Delaware. This business office must be centrally located within the State in an accessible location for foot and vehicle traffic. The Broker may establish more than one business office within the State, but one centrally located non-residential business office must be designated as the central business office. All documentation must reflect the address of the location identified as the legal, duly licensed central business office. This business office must be open between the hours of 8:00 a.m. and 5:00 p.m., Eastern time, Monday through Friday.

The Project Director of the contract and scheduling staff must be located at the central business office. An appropriate number of scheduling staff must be in the office between the hours of 7:00 a.m. and 6:00 p.m., Eastern time, Monday through Friday. The Broker's call center does not need to be physically located at the central business office.

The Broker must have the capacity to send and receive facsimiles at the central business office at all times during business hours. The Broker must provide an administrative telephone number that will enable DMMA staff to reach the Project Director directly, without going through other office staff. The Broker must also have the capacity to reproduce documents upon request, at no cost to DMMA.

69.0 MEETINGS

The Broker shall meet with DMMA representatives at the DMMA office in New Castle at least monthly and upon request by DMMA to discuss the NEMT program and to answer pertinent inquiries regarding the program, its implementation and its operation. The Broker may be required to attend other meetings as requested by DMMA. In addition, to promote coordination of care for Medicaid members and the delivery of quality transportation services, the Broker may meet with other Delaware state agencies and other groups to provide information regarding the Broker's services. The Broker shall provide DMMA with advance notice of such meetings, and shall provide DMMA with copies of all materials that the Broker plans to present and/or distribute at the meeting. DMMA shall prior approve the Broker's participation in the meeting and any materials.

70.0 RECORD RETENTION

STATE OF DELAWARE
DHSS/DMMA

The Broker shall maintain detailed records evidencing the administrative costs and expenses incurred pursuant to the contract, the provision of services under the contract, and grievances, for the purpose of audit and evaluation by the DMMA and other federal or state personnel. The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Broker or its subBrokers, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. All records, including training records, pertaining to the contract must be readily retrievable within three (3) workdays for review at the request of DMMA, CMS, the Office of the Inspector General, the Comptroller General, and their authorized representatives. However the state and the federal government retains the right to make unannounced visits to review records. Records must be kept for a period of no less than 10 years. The right to audit exists for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

71.0 TRANSPORTATION PROVIDER RECORDS

The Broker must establish, maintain and provide upon request, the following records and related information in its files for each non-public transportation provider with which the Broker has entered into a service agreement:

- a. Copy of Broker's executed service agreement for each transportation provider.
- b. Copy of transportation provider's registration or certification, if required from the Delaware Fire Prevention Commission and/or Department of Transportation.
- c. Vehicle records, including at a minimum the following documentation for each vehicle:
 - i. Manufacturer and model;
 - ii. Model year;
 - iii. Vehicle Identification Number;
 - iv. Odometer reading at the time the vehicle entered service under this contract;
 - v. Type of vehicle (car, minivan, wheelchair van or non-emergency ambulance);
 - vi. Capacity (number of passengers);
 - vii. License tag number; insurance certifications;
 - viii. Special equipment (lift, etc.); and
 - ix. Date, odometer reading and description of inspection activity (e.g., verification that vehicle meets RFP vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.)
- d. Records must be maintained of the initial inspection and all subsequent inspections.
- e. Driver records, including at a minimum the following documentation for each driver:
 - i. Driver's name, date of birth and social security number;
 - ii. Copy of the Delaware driver's license;
 - iii. Prior driving record for previous three (3) years obtained from Delaware Division of Motor Vehicle;
 - iv. First aid training certificates;
 - v. Driver training course certificate; and

STATE OF DELAWARE
DHSS/DMMA

- vi. Documentation of any grievances received about the driver and any accidents or moving violations involving the driver.

72.0 REQUESTS FOR TRANSPORTATION SERVICES

At the time a request for transportation is received, a computerized member worksheet must be completed and maintained by the Broker that contains, at a minimum, the following information:

- a. Unique transaction identification number;
- b. Date and time of request;
- c. Name of the Medicaid member requiring transportation;
- d. Requester name (if different);
- e. Address of Medicaid member;
- f. DMAP identification number;
- g. Attendant, escort (if needed), family member information;
- h. No show indicator
- i. Actual pick up and drop off time;
- j. Point of origin if different from above address;
- k. Point of destination;
- l. Mileage;
- m. Trip cost;
- n. Type of medical reimbursable service to be received;
- o. Date and time of medical appointment;
- p. Mode of transportation requested;
- q. Disposition of request, including type of transportation to be provided (public transportation, car, minivan, wheelchair van, non-emergency ambulance);
- r. Ancillary services authorized (parking, tolls, lodging, meals, attendant);
- s. Scheduled date and time of pickup;
- t. Identification of operator who recorded the request;
- u. Identification of transportation provider to which the trip was assigned;
- v. Date/time of notification to transportation provider; and
- w. Referral, approval or denial (include reason) of transportation

The Broker shall ensure that members arrive and are picked up at the pre-arranged times for appointments. The Broker shall ensure that appropriate door-to-door or curb-to-curb service is provided. Brokers shall include specific information in their proposal to explain how this will be achieved.

The Broker shall maintain electronic (and when requested by DMMA, hard copy) files in a format approved by the State on the above information on transportation expenditures, by transportation provider, that justify the number of trips.

STATE OF DELAWARE
DHSS/DMMA

The Broker must establish and maintain member files in hard copy and electronic format as approved by the State whenever a grievance or appeal is filed by or on behalf of a member. These files must be available upon request of DMMA or its agent within three (3) working days of the request.

73.0 SERVICES PROVIDED

The Broker must maintain such records in electronic format and hard copy as approved by the State as necessary to fully disclose the extent of services provided and to furnish DMMA with information regarding services as may be periodically requested. Required records include completed vehicle manifests.

Vehicle manifests are to be completed by each vehicle driver daily and must contain the following information:

- a. Transportation provider name;
- b. Vehicle number;
- c. Vehicle operator name;
- d. Member name;
- e. Member Medicaid number;
- f. Time of medical appointment (if applicable);
- g. Pick up point;
- h. Destination;
- i. Scheduled pick up time;
- j. Actual arrival time at pick-up point;
- k. Actual departure time from pick-up point;
- l. Odometer reading at point of pick-up;
- m. Odometer reading at point of drop-off;
- n. Name of escort and relationship to member;
- o. Date of service; and
- p. Name of Broker-provided attendant (if applicable).

74.0 RECORDS OF GRIEVANCES

The Broker must maintain a written log for a period of three (3) years of all grievances received concerning service under this contract, indicating resolution including a brief description of any corrective action taken. Copies of this log must be submitted within three (3) working days if requested by DMMA.

75.0 HIPAA

The Broker is expected to comply with the Health Insurance Portability and Accountability Act (HIPAA) Final Rules and Standards related to the electronic transactions of data between the Broker and DMES, electronic correspondence between the Broker and DMMA, and transmission within and

STATE OF DELAWARE
DHSS/DMMA

out of the Broker's corporate network including any Internet Service Providers. These HIPAA standards involve:

- a. The Privacy of Individually Identifiable Health Information;
- b. Standards for Electronic Transactions; National Standards for Employer Identifiers;
- c. National Standards for Health Care Provider Identifiers; and the
- d. HIPAA Privacy and Security Regulations.

The Broker will be expected to provide DMMA with a written Security Plan that describes the use of data that will be transmitted to DMMA or DMES or reside in the custody of the Broker. Department of Technology & Information (DTI) may also require an executed HIPAA trading partner agreement with the Broker.

76.0 COMPUTER REQUIREMENTS

The Broker will be required to provide an architectural diagram of their system network. The Broker must maintain in the central business office sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment, and trip reservations, as well as to meet the monthly reporting requirements established under this RFP.

The Broker must use the approved Eligibility Verification System (EVS) options listed in this RFP to determine members' eligibility and to maintain the most current DMAP eligibility information. As part of the operational readiness test, the Broker must produce verification of successful testing with the State's fiscal agent for the eligibility verification options listed in Section 12.0 of this RFP.

The Broker will be required to accept and load in a computer database, on a monthly basis, Medicaid health care provider files for use in identifying the destination health care provider. The Broker may be required to demonstrate the ability to accept, load, and utilize the provider file during operational readiness testing. The State will provide the format and specifications of the provider file download. The Broker may be required to maintain the State's provider ID number and the provider's FEIN as a cross-reference at a minimum for identification. The Broker's automated provider file must include all data required to submit encounter data to the State's Medicaid Management Information Systems (MMIS) including provider Taxonomy.

The reservation/scheduling/NEMT software utilized by the Broker must have the following capabilities:

- a. Maintain a database of transportation providers with which the Broker has service agreements, including reimbursement and other information needed to determine trip assignments;
- b. Maintain a database of Medicaid providers, including Medicaid providers who are also transportation providers;
- c. Automatic address validations, distance calculations and trip pricing, if applicable;

STATE OF DELAWARE
DHSS/DMMA

- d. Standing order subscription trip and random trip reservation capability using an algorithm that determines the most appropriate mode of transportation using the criteria described in this Scope of Work;
- e. Ability to determine if public transportation or other fixed route services are available to the members;
- f. Ability to determine if federally funded or volunteer transportation is available to the members;
- g. Ability to capture all data elements required by the computerized member worksheet, as defined in Section 36.0; and
- h. Must be currently commercially available, or if proprietary or a modified commercial product, currently operational in at least one site and available for demonstration to the State.

The Broker shall obtain maintenance contracts sufficient to ensure the efficient operation of the system in compliance with this RFP, with equipment and software suppliers for the duration of the contract. The maintenance contracts shall provide upgrades, enhancements, and bug fixes.

All hardware, software, and firmware products, individually and in combination, shall be compatible with the Delaware Medicaid Enterprise System (DMES) and the State's Local Area Network (LAN) and personal computer capabilities.

The Broker must submit test files for State and the State's fiscal agent's review and approval prior to the start of operations. The State and fiscal agent must receive the test files sixty (60) calendar days prior to the implementation date.

All data stored electronically using the Broker's computer system must be backed up on a daily basis and stored at an off-site location approved by the State.

77.0 DISASTER RECOVERY PLAN

The Broker must develop and maintain a disaster recovery plan designed to minimize any disruption to transportation services caused by a disaster at the Broker's central business office or other facilities. It is the sole responsibility of the Broker to maintain adequate backup to ensure continued scheduling and transportation capability.

At a minimum, the disaster recovery plan must include the following components:

- a. Measures taken to minimize the threat of a disaster at the Broker's central business office and other facilities, including physical security and fire detection and prevention;
- b. Provisions for accepting member telephone calls and scheduling transportation in the event of a disaster at the Broker's central business office or the failure of the Broker's telephone system;

STATE OF DELAWARE
DHSS/DMMA

- c. Procedures utilized to minimize the loss of required records in the event of fire, flood or other disaster; and
- d. Off-site storage.

This disaster recovery plan must be submitted to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) calendar days of notification. In no case will a Broker be allowed to begin operations without an approved disaster recovery plan. The Broker must update on an annual basis and submit a complete revised plan within fifteen (15) working days following the end of the contract year. In addition, the Broker must complete interim updates within ten (10) working days of change in procedures.

78.0 TURNOVER TASK

Prior to the conclusion or non-renewal of the contract, or in the event of a termination for any reason, the Broker shall provide assistance in turning over the Broker functions to DMMA or its agent, as specified below.

79.0 TURNOVER PLAN

The specific objectives of the Plan are to provide for an orderly and controlled transition of the Broker's responsibilities to a successor Broker at the end of the contract period and to minimize any disruption of non-emergency transportation services provided to members.

No later than six (6) months after the contract is awarded, or upon a date approved by DMMA, the Broker shall provide a turnover plan to DMMA for approval. Thereafter, an updated turnover plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DMMA. The plan shall include:

- a. Proposed approach to turnover, in paragraph form, along with a work plan, including the tasks and time line schedule for the turnover;
- b. An estimate of the number of full-time equivalents (FTEs) and type personnel needed to operate all functions of the turnover plan. The statement shall be separated by service area and by type of activity of the personnel.
- c. A statement of all facilities and resources currently required to operate the Broker functions, including, but not limited to:
 - i. Data processing equipment;
 - ii. Reservation/scheduling software;
 - iii. System and special software (data base and telecommunications);
 - iv. Other equipment;
 - v. Office space;
 - vi. Transport and service provider network; and

STATE OF DELAWARE
DHSS/DMMA

- vii. A statement indicating that DMMA would have license to utilize the Broker's software until a new Broker can be selected and become operational in Delaware.

The statement of resource requirements shall be based on the Broker's experience in the operation of the Broker functions and shall include actual Broker resources devoted to the operation of all tasks required by this RFP.

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. After those dates, ten percent (10%) of the payments to the Broker will be withheld until the turnover plan is received and approved by DMMA.

80.0 TURNOVER SERVICES

The Broker will:

- a. Provide to DMMA or its agent by a turnover date to be determined by DMMA, all current, updated and accurate reference files, and all other records as will be required by DMMA or its agents to perform the duties of:
 - i. Recruiting and negotiating with transportation providers;
 - ii. Payment administration;
 - iii. Gatekeeping;
 - iv. Reservations and trip assignments;
 - v. Quality assurance, and
 - vi. Administrative oversight/reporting;
- b. Submit to DMMA any inventory of training manuals, operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/Contract activity.
- c. Upon request by DMMA, begin training the staff of DMMA or its designated agent in the required Broker operations. Such training must be completed at least one month prior to the end of the contract or on a date specified by DMMA.

Appendix C - DIVISIONAL REQUIREMENTS

1. The Broker agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal HSS-19-045.
2. The Broker must maintain documentation, as identified in the RFP, to support all payment claims submitted to and paid by the Division of Medicaid and Medical Assistance (DMMA) (The Division).
3. The Broker agrees to submit monthly, quarterly, and annual program performance reports, as well as other reports as required by the Division. Payments may be withheld if the Broker fails to comply with these requirements.
4. The Broker's fiscal records and accounts, including those involving other programs that may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
5. The Broker agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
6. The Broker agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program.
7. The Broker agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
8. If, at any given time, the Broker cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The Broker will provide the Project Director (i.e. name as provided on the Certificate of Insurance, in the Certificate Holder location) with copy of insurances held and will provide copy of same when there is any change in status to policy.

NOTE: Additional requirements may be added to this section based upon finalized contract.

STATE OF DELAWARE
DHSS/DMMA

Appendix D - BIDDERS SIGNATURE FORM
STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Name of Bidder _____
Signature of Authorized Person _____
Type in Name of Authorized Person _____
Title of Authorized Person _____
Street Name/Number _____
City, State, and Zip Code _____
Contact Person _____
Telephone Number _____
Fax Number _____
Date _____
Bidder's Federal Employers Identification No. _____
Delivery Day/Completion Time _____
F.O.B. _____
Terms _____

THE FOLLOWING MUST BE COMPLETED BY THE BROKER

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

Appendix E - DELAWARE RELAY SERVICE FACT SHEET

- Function:** The Delaware Relay Service allows deaf, hard-of-hearing and speech impaired persons using a text-telephone – a specially designed device equipped with a keyboard and small screen – to hold telephone conversations with people who can hear.
- How it works:** An AT&T communications assistant serves as a link between a hearing caller and a caller using a text-telephone. The assistant reads the text telephone input to the hearing caller, then types a response back to the text-telephone user.
- Hours:** The Delaware Relay Service is available 24 hours a day, seven days a week.
- Conditions:** There are no limits on the number or length of call placed through the Service. The Service handles both in-state and out-of-state calls.
- Phone Numbers:** Text telephone users may dial 1-800-232-5460 (TTY/TDD only), 1-800-232-5470 (voice only), or 711 (TTY/TDD and voice).

Information

- Number:** Customers needing information about relay services may call 1-800-682-8786 (TTY/TDD) or call 1-800-682-8706 (voice).
- Cost:** Calls to the relay service are toll-free, and there is no charge for local calls. AT&T offers discounts on long distance call made within Delaware. Out-of-state calls made by certified text-telephone users also are eligible for discounts.
- Call Handled:** For both in-state and out-of-state calling, the relay service handles a variety of calls normally handled over the regular telephone network. These include calls dialed direct, billed to a third number, or charged to an AT&T calling card. The relay service also handles collect and person-to-person calls. Out-of-state calls can be placed between Delaware and locations anywhere in the continental United States, including Alaska and Hawaii and to English-speaking people in international locations.
- Service:** Service for the relay service is provided by AT&T under contract with the Delaware Public Service Commission.

Appendix F - NEMT GATEKEEPING POLICIES

1. The Broker shall accept requests for transportation directly from members and guardians on behalf of minor members, guardians responsible for members, and licensed health care professionals on behalf of members who are residents of a nursing facility or other residential care facility, or who are otherwise unable to communicate for themselves.
2. The Broker should assure that the member is currently DMAP eligible, either listed on file, either in the Broker's database or through an available eligibility verification system.
3. The Broker should attempt to determine if transportation resources exist within the home regularly and/or specifically for the trip requested, and should deny transportation if available through resources in the member's household. "Household" is defined to include all persons residing at a common address. The Broker must determine if there is a reason why the member's own transportation cannot be utilized (such as the vehicle is broken, out of gas, etc.) and, if it cannot be utilized, shall assist in making it usable or shall provide transportation.
4. The Broker may attempt to determine whether any person who does not reside in the member's household can reasonably provide transportation. "Reasonably" is defined to mean both willing and able. The Broker shall not demand the use of transportation resources available through any party residing outside or inside the member's household.
5. The Broker may require use of public transportation, where available and appropriate, for ambulatory members who are physically able to use public transportation, are able to understand common signs and directions and who indicate familiarity with the use of public transportation.
6. The Broker shall not require any member who is pregnant or has more than two children under age of 6, also traveling with the member on the trip, to utilize public transportation.
7. The Broker must provide fare, if requested, in a timely manner for a member and escort if applicable, when referring the member to public transportation.
8. The Broker must determine if the member is ambulatory, requires a wheelchair, or requires a stretcher for transport. Members unable to walk, even with assistance, from their door to the vehicle must be transported via wheelchair or stretcher as appropriate. Members who are routinely confined to a wheelchair or bed must be transported in vehicles appropriate to the level of confinement.

STATE OF DELAWARE
DHSS/DMMA

9. The Broker must inquire whether the member requires assistance in walking after receiving treatment. If the member requires assistance, and no escort is available, the Broker must provide an attendant to render that assistance, or transport by wheelchair or stretcher van, as appropriate.

10. The Broker must allow for extenuating circumstances in applying the three (3) day advance application requirement for transportation. Such extenuating circumstances shall include, but not be limited to, such situations as requirement for post-operative or follow-up appointments in less than 2 days; urgent care requirements as claimed by the member, adult family members on behalf of a minor, elderly or disabled members, guardians responsible for members, and licensed health care professionals on behalf of members who are residents of a nursing facility or other residential care facility, or who are otherwise unable to communicate for themselves; hospital and emergency room discharges; and transportation to appointments made to replace appointments missed because of failed transportation arranged by the Broker.

11. The Broker shall provide transportation only to a Medicaid Covered Service.

12. The Broker shall not reimburse the cost of transportation provided for a member by any relative or member of the same household, exclusive of foster parents.

13. The Broker shall consider in good faith information presented by or on behalf of a member relative to the need for NEMT services upon each request for transportation, regardless of the member's having been previously denied NEMT services.

14. The Broker may require that a member and associated escort be picked up from, and returned to, the same address.

APPENDIX G - NEMT COVERAGE GROUPS

In Delaware, the following groups are eligible for NEMT:

Description
Chronic Renal Disease Program
Nursing Home Medicaid
Home and Community Based Services
Limited Long Term Care Medicaid
SSI Related Acute Care Medicaid
SSI Recipient Medicaid
Foster/Adoption Medicaid
Protected SSI Medicaid
MAGI Poverty Medicaid
Transitional Medicaid
Medicaid for Workers with Disabilities
Breast and Cervical Cancer
Disabled Children Medicaid
Community Well Duals

Appendix H - CERTIFICATION SHEET
STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
Certification Sheet

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Broker or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the Broker and prior to the award in the case of a negotiated procurement, directly or indirectly to any other Broker or to any competitor; and
- i. No attempt has been made or will be made by the Broker in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the Broker) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Broker) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of_____.
- l. The referenced proposer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:
`

STATE OF DELAWARE
DHSS/DMMA

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

Appendix I- STATEMENT OF COMPLIANCE FORM
STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Statement of Compliance Form

As the official representative for the BROKER, I certify on behalf of the agency that:

They will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature _____

Title _____

Date _____

**Appendix J- FEDERAL ACQUISITION REGULATION 52.209-5
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other
Responsibility Matters
(March 1996)**

- (1) The Broker certifies, to the best of its knowledge and belief, that—
- (i) The Broker and/or any of its Principals—
- A. Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
 - B. Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, evasion, or receiving stolen property; and
 - C. Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Broker has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

- (b) The Broker shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Broker learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Broker's responsibility. Failure of the Broker to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Broker nonresponsible.

STATE OF DELAWARE
DHSS/DMMA

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Broker is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed

when making award. If it is later determined that the Broker knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Broker:

By: _____
Signature

Date

Name and Title

Appendix K - TRANSMITTAL LETTER

The Transmittal Letter shall be in the form of a standard business letter and shall be marked "Appendix K: Transmittal Letter." It shall be signed by an individual authorized to legally bind the bidder. It shall include, at a minimum:

- ◆ A statement indicating that the bidder is a corporation or other legal entity and satisfied all licensing requirements of the State or Federal Law.
- ◆ A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.
- ◆ A statement that the services proposed will satisfy the requirements established in the Request for Proposal (RFP).
- ◆ A statement of affirmative action that the bidder does not discriminate in its employment practice with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- ◆ A statement that the bidder certifies as to its own organization that: (a) the costs proposed have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or any competitor.
- ◆ A statement that the bidder will comply with all terms and conditions as indicated in the RFP and the Model Contract included as part of this RFP, except as to modifications mutually agreed upon by the Broker and Department.
- ◆ A statement that the bidder has the capability to provide the services requested through this RFP.
- ◆ A statement identifying any objections to the DHSS boilerplate to include: the problem with a specific provision; the consequences/impact, to include cost of implementing the provision on the Broker; other stated options to the provision (if any); and any other comments.
- ◆ A statement that the Broker is a certified small or minority business, if applicable.
- ◆ A statement by the Broker indicating that neither the Broker 's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any

STATE OF DELAWARE
DHSS/DMMA

individuals with an ownership interest in the entity have been terminated previously from the Medicare Program, Medicaid Program, or been convicted of Medicare or Medicaid.

◆ A statement by the Broker indicating that neither the Broker nor any of the Broker's subBrokers own or have any financial interest in organizations that deliver NEMT transportation services to Medicaid members or that they will dissolve any such relationship within thirty (30) days after award of a contract as a Broker. The Broker and all subBrokers must maintain an arm's length relationship with any transportation delivery entity in excess of five percent (5%) of total monthly trips.

◆ A statement that the person signing this proposal certified that he/she is the person in the Broker's organization responsible for, or authorized, to make decisions as to the prices quoted and that the Broker is firm and binding and that he/she has not participated, and will not participate, in any action contrary to the above conditions.

◆ A statement that the Broker has read, understands, and agrees to all provisions of this RFP.

◆ A statement identifying all amendments to this RFP issued by DMMA and received by the Broker. If no amendments have been received, a statement that the bid will meet the requirements set forth in this RFP.

◆ A statement of compliance with Americans with Disabilities Act that the Broker does not discriminate against a qualified individual with a disability because of the disability in regard to any term, condition or privilege of employment.

◆ A statement from each subBroker, if the use of subBroker(s) is proposed, appended to the transmittal letter signed by an individual authorized to legally bind the subBroker and stating:

1. The general scope of work to be performed by the subBroker;
 2. The subBroker's willingness to perform the work indicated;
 3. Indicating the subBroker is a certified small or minority business;
 4. The subBroker does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, handicap, except as provided by law;
 5. Agreement to sign a Drug Free Workplace Certificate; and
 6. Agreement to sign the certification regarding debarment, suspension.
- If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain these deviations. The State reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

**Appendix L- DRUG FREE WORKPLACE
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, and Subpart F. The regulations, published in the January 31, 1989 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 HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

1. 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 for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 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 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and

STATE OF DELAWARE
DHSS/DMMA

b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the agency within ten days after receiving notice under subparagraph 4. b), from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4. b), with respect to any employee who is so convicted;

a) Taking appropriate personnel action against such an employee, up to and including termination;
or

b) 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;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Broker

Signature

Date

STATE OF DELAWARE
DHSS/DMMA

Appendix M- NEMT BROKER MONTHLY AND QUARTERLY REPORTS

Report Title/Description	Frequency
Call Center Statistics (to include: Day, Date, Total Calls Received, Total Calls Answered, Total Calls Abandoned, Average Abandon Time, Average Talk Time, Average Speed Answered, % of Calls Abandoned, % of Calls Answered)	Monthly with State Fiscal Year to Date
Call Center Staffing (to show average number of customer service representatives working in 15 minute increments, and call volume trending in 15 minute increments)	Monthly
Grievances Summary	Monthly with State Fiscal Year to Date
Trip Exceptions-Lacks 48 hours' notice Member ID, Name, Address, Trip Date, Trip ID, Denial Date, and Customer Service Representative	
Unduplicated Member /Trip by Level of Service	Monthly with State Fiscal Year to Date Average
Trip Summary by Rider Type by Provider	Monthly with State Fiscal Year to Date
Trip Summary by County by Facility	Monthly with State Fiscal Year to Date
Trip Summary by Facility Type by Level of Service	
Field Monitor Report	Monthly
Third Party Liability and Subrogation Report	Monthly with State Fiscal Year to Date
Provider Suspected Fraud, Abuse/Adverse Billing	Monthly
Provider Reimbursement Report	Monthly with State Fiscal Year to Date
Liquidated Damages	Monthly with State Fiscal Year to Date
Transportation Provider Report	Quarterly
Transportation Vehicle Report	Quarterly
Transportation Driver Report	Quarterly

Appendix N- DEFINITIONS

Throughout this RFP, the following definitions are applicable:

Ambulance: As defined by Code of Delaware Title 16, an ambulance means any vehicle, vessel or craft that holds a valid permit issued by the Delaware Department of Health, Office of Emergency Medical Services (OEMS) and that is specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. The word "ambulance" may not appear on any vehicle, vessel or aircraft that does not hold a valid EMS vehicle permit. This RFP applies only to non-emergency ambulance transportation.

Assistant: An assistant is the person who rides with the driver of a stretcher van, assists with loading and unloading the stretcher, and sits beside the passenger during transport.

Attendant: A person who is designated by a member to assist with one or more daily life functions, including the provision of assistance to the eligible member in using transportation services. A fare is not charged for the attendant to ride with the member.

Available transportation: Transportation to medical services that can be provided safely by the member, a spouse, by the parent or guardian of a minor child, or by another volunteer. The driver must have a valid operator's license and there must be an available vehicle. The vehicle must be in operable condition and available for use at the time of the non-emergent transportation need.

Bariatric transport: Bariatric transport is provided to individuals who have a body mass index of greater than 40 or weigh at least 100 lbs. over ideal weight. The Broker must have a qualified ambulance operator who has the equipment and the training to transport patients up to 800 pounds or more. Bariatric transportation must comply with the most current guidelines, rules or regulations.

Broker: Any person not included in the term "motor carrier" and not a bona fide employee or agent of any such carrier, who, as principal or agent, sells or offers for sale any transportation subject to this chapter, or negotiates for, or holds himself out by solicitation, advertisement, or otherwise as one who sells, provides, furnishes, contracts, or arranges for such transportation.

CRDP: Chronic Renal Disease Program

Curb-to-Curb Service: A service provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the member's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include the lifting of any member. Drivers are to remain at or near their vehicles and are not to enter any buildings.

DMAAP: Delaware Medical Assistance Program

STATE OF DELAWARE
DHSS/DMMA

DMMA: Delaware Division of Medicaid and Medical Assistance

Door-to-Door Service: A service provided to passengers who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the passenger from the door of the pick-up point (e.g., residence), escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. Drivers, except for ambulance personnel, are not allowed to enter a residence.

Exceptional Out-of-State Transportation: Non-emergency transportation to a site outside of Delaware's borders so that a member can receive health care treatment that is not normally provided through in-state health care providers. Examples include sending individuals with rare diseases to a nationally known treatment center, or using new treatment procedures that only a few specialists in the United States are able to provide. All exceptional out-of-state transportation services are arranged and pre-approved through DMMA. These services are not in the scope of the Broker's responsibility. DMMA assumes responsibility for the cost of these trips.

Freedom of Choice: With certain exceptions, Delaware's Medicaid plan allows members to have freedom of choice among health care providers participating in Medicaid. The broker should accommodate requests for a specific provider when able, especially in the transportation of members with disabilities. Transportation outside the area customarily used for health care services by the member's immediate community is to be provided only when sufficient medical resources are not available in the area or when a health care provider has referred the member to health care services outside of the immediate community. The broker should also accommodate transportation provider requests from members with standing orders.

Gatekeeping: Activities related to verifying member eligibility, assessing member need for NEMT services, determining the most appropriate transportation method to meet the member's need, and educating members in use of transportation services.

Grievance (Member): A verbal or written expression of dissatisfaction from the member. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, condition of mode of transportation, aspects of interpersonal relationships such as rudeness of a provider or employee.

Grievance (Provider): A verbal or written expression of dissatisfaction from a transportation provider. Possible subjects for provider grievances include, but are not limited to, mileage determinations and billing issues.

Late: Arrival of more than 15 minutes after the scheduled pick-up time.

Medicaid members: Persons currently enrolled with DMAP who are receiving services under the Delaware State Plan for Medical Assistance Services, as amended, as provided for in Title XIX of the Social Security Act and services under waivers approved for Delaware by the Centers for Medicare and Medicaid Services (CMS) under Title XIX of the Social Security Act.

On time: The time from fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after the scheduled pick-up time. If the vehicle arrives within this span of time, the vehicle is on time for the pick-up.

Out-of-State Transportation: is allowed to the extent that it is the general practice for members in a particular locality to use services in a bordering state. Examples are travel from New Castle County, Delaware to

STATE OF DELAWARE
DHSS/DMMA

Philadelphia, Pennsylvania or travel from Kent County, Delaware to Baltimore, Maryland or other similar nearby locations in bordering states.

Public Transportation, Fixed-Route: Transportation provided by a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule. Passengers are picked up at designated stops.

Members with Disabilities: Medicaid members with a physical, sensory, mental, developmental, or cognitive disability. Members with disabilities may require door-to-door assistance.

Standing Orders: Recurring or repetitive trips with the same pick-up point, pick-up time, destination and return. Trips to dialysis, day support and supported employment are examples of services that often are treated as standing orders. The standing order must reflect the entire series of expected medical appointments (e.g., if the series of appointments is scheduled to last six months, then the standing order must be six months).

Transportation Services: Necessary non-emergency transportation services provided to Medicaid members to ensure reasonable access to and from medical services. Necessary transportation is defined as the mode of transportation available that is most appropriate to the needs of the member. Currently, covered non-emergency transportation services include ambulance, wheelchair van, fixed-route public transportation, gas reimbursement and taxicab.

Urgent Trip: A trip that is needed because of an unscheduled episodic situation in which there is no immediate threat to life or limb but the member must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge also shall be considered an urgent trip. The Broker may verify with the direct provider of service that the need for urgent care exists.

Appendix O - COVERED SERVICES

Making health care available and accessible to individuals whose income and resources are insufficient to meet the cost of necessary medical services is the focus of the DMAP. The DMAP offers access to an array of services designed to provide health care comparable to that available to the general population. In addition, an MCO may include other services as incentives in their plan. The additional services are considered Medicaid Covered Services for the purpose of this RFP. With applicable service limitations, the following services are covered through the DMAP:

- a. Inpatient hospital
- b. Outpatient hospital
- c. Clinic
- d. Federal health centers including community, rural and migrant health centers
- e. Independent laboratory and x-ray
- f. Home health agencies
- g. Long term care facilities (skilled care, intermediate care and ICF-MR)
- h. Periodic preventive health screens and other necessary diagnostic and treatment services for children under 21 years of age (Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program
- i. Physician
- j. Nurse/midwife
- k. Certified nurse practitioner
- l. Pharmaceutical
- m. Podiatry
- n. Non-emergency transportation
- o. Ambulance transportation – The MCO is responsible for providing emergency ground ambulance service for enrolled members
- p. Private duty nursing
- q. Hospice
- r. Prescribed Pediatric Extended Care
- s. Dialysis
- t. Ambulatory Surgical Centers
- u. Rehabilitation agencies
- v. Durable medical equipment and supplies
- w. Community support services for substance abuse and mental health
- x. Birthing Centers

STATE OF DELAWARE
DHSS/DMMA

- y. Federally Qualified Health Centers
- z. Extended services for pregnant women to assure they receive the necessary medical and social support that will positively affect the outcome of their pregnancy
- aa. Home and Community-Based Services (HCBS) Waivers for aged and disabled, I/DD and HIV/AIDS individuals focused on providing alternatives to institutionalization
- bb. Dentist*
- cc. Optician*
- dd. Optometrist*
- ee. Other services as defined by the Delaware Medicaid State Plan as medically necessary
- ff. Home and Community-Based Services (HCBS) for participants in the PROMISE and Pathways programs.
- gg. Family planning services and supplies for individuals of child-bearing age.
- hh. Physical therapy and related services.
- ii. Speech/Language Pathology Services.
- jj. Other diagnostic, screening, preventive, and rehabilitative services.
- kk. The State will cover agents when used for cosmetic purposes or hair growth only when the State has determined that use to be medically necessary.
- ll. Behavioral Health & Substance Use Disorder (SUD) Services.
- mm. Removal of bony-impacted wisdom teeth.
- nn. School Based Wellness Centers.
- oo. Chiropractic services.

*Services limited to individuals under age 21

Appendix P- NON-COVERED SERVICES

Some services are NEVER covered by the DMAP except if covered by Medicare or are in a managed care organization's benefit package or covered under EPSDT. These services include, but are not limited to:

- a. Services which are not medically necessary.
- b. Vaccines required for travel outside the United States.
- c. Cosmetic surgical procedures and treatment.
- d. Procedures (other than those transplants covered by transplant criteria) designated as experimental by the Medicare program.
- e. Services denied by Medicare as not medically necessary.
- f. Dental services for individuals 21 years and over.
- g. Routine eye care and/or corrective lenses (except aphakic or bandage lenses necessary after cataract surgery) for individuals 21 years and over.
- h. Hearing aids for individuals 21 years and over.
- i. Social services.
- j. Podiatric services. Routine foot care is only covered for members who are diagnosed as having diabetes or circulatory/vascular disorders.

Appendix Q - TRANSPORTATION SERVICE FOR PARTICIPANTS IN THE PROMISE AND PATHWAYS PROGRAMS

Overview of Pathways

Utilizing options available through the Medicaid program to expand available community resources and services to eligible persons, the Division of Medicaid and Medical Assistance, Division of Developmental Disabilities Services, Division for Visually Impaired and Division of Services for Aging and Adults with Physical Disabilities has developed the Pathways to Employment program to provide greater options for individuals with disabilities to gain support for employment.

This program:

- a. Serves low income individuals (age 14 years to 25 years), across disabilities, who have a desire to work in a competitive work environment.
- b. Provides individually tailored services for individuals with visual impairments, physical disabilities; intellectual disabilities; autism spectrum disorder and Asperger's.
- c. Offers an array of services such as career exploration, on the job supports, transportation, personal care, orientation and mobility training, assistive technology, and other services to help individuals gain and maintain employment based on their specific needs and tailored to their interests.
- d. Stretches limited State dollars by partnering with the federal government, increasing individual independence, and strengthening the state's workforce.
- e. Provides a strong foundation for Delaware's ongoing efforts to ensure that transition age individuals with disabilities have a clear path to employment.

Overview of Promoting Optimal Mental Health for Individuals through Supports and Empowerment (PROMISE)

Utilizing options available through the Medicaid program to expand available community resources and services to eligible persons, the Division of Medicaid and Medical Assistance and the Division of Substance Abuse and Mental Health have developed the PROMISE program to provide greater options for individuals with a behavioral health (mental health or substance use) diagnosis to gain supports for employment.

This program:

- a. Serves adults who meet the diagnostic and functional criteria for PROMISE and who have a desire to work in a competitive work environment.
- b. Provides individually tailored services for individuals qualifying for PROMISE services.
- c. Offers an array of services such as career exploration, on the job supports, transportation, personal care, social activities, orientation and mobility training, assistive technology, and other services to help individuals gain and maintain employment based on their specific needs and tailored to their interests.

Program Specific Requirements

The Broker agrees to meet or exceed all minimum service standards as indicated in the scope of work and all other requirements and specifications contained in the Request for Proposal. Furthermore, if at any given time, the Broker cannot meet all requirements contained in the Request for Proposal, the Division of Medicaid and Medical Assistance (DMMA) (the Division) has the authority to withhold liquidated damages in the amount

STATE OF DELAWARE
DHSS/DMMA

specified in the Appendix M for each day that it fails to meet specific Performance Measurements or Standards.

Non-medical transportation will be available to enable PROMISE and Pathways participants to gain access to employment services, activities, and resources. This service will be offered in addition to medical transportation under the Medicaid State Plan for individuals eligible for Medicaid and does not replace it.

Gatekeeping responsibilities will be shared between the Broker and the participating Divisions. Transportation services will only be authorized when the individual has no other means to get to work, and the individual must use the least costly means of transportation available.

Division Gatekeeping Responsibilities

- a. Determine eligibility of the participant for Pathways or PROMISE
- b. Determine if there are alternate methods of transportation such as;
 - i. Family
 - ii. Friends
 - iii. Neighbors
 - iv. Carpools
 - v. Ride share with co-workers
 - vi. Community agencies, which can provide this service without charge
- c. Assist the participant in providing any documentation requested by the Broker needed to determine appropriate level of transportation.
- d. For Pathways participants:
 - i. Determine if a companion is required to accompany the participant and include this information in the reservation.
 - ii. Determine authorization for trip frequency and type. Fixed work schedules will be scheduled by the individual Employment Navigator in accordance with the Pathways Employment Plan. Variable work schedules will be authorized to the Broker by the Employment Navigator and scheduled by the participant.
- e. For PROMISE participants:
 - i. DSAMH will appoint a DSAMH transportation point of contact to coordinate transportation for all PROMISE participants between DSAMH and the Broker. The DSAMH transportation point of contact will be responsible to determine program eligibility and transportation scheduling.
 - ii. Notify the Broker if a PROMISE participant is unable to undertake this responsibility independently.

Broker Gatekeeping Responsibilities

- a. Select the most appropriate transportation to meet the participant's need, including any special transport requirements for participants (e.g., for participants who are medically fragile or physical/mentally challenged).
- b. The Broker may require public transportation, where available and appropriate, for ambulatory participants who are able to understand common signs and directions and who indicate familiarity with the use of public transportation.
- c. The Broker shall not require any participant who is pregnant to utilize public transportation.

STATE OF DELAWARE
DHSS/DMMA

- d. The Broker must provide fare, if requested, in a timely manner for a participant and escort if applicable, when referring the participant to public transportation.
- e. The Broker must determine if the participant is ambulatory or requires a wheelchair for transport. Participants unable to walk, even with assistance, from their door to the vehicle must be transported via wheelchair as appropriate. Participants who are routinely confined to a wheelchair must be transported in vehicles appropriate to the level of confinement.
- f. The Broker must allow for extenuating circumstances in applying the three day advance application requirement for transportation. Such extenuating circumstances shall include, but not be limited to, such situations as:
 - i. Employer call in falling outside normal scheduled times and days
 - ii. Interviews requested by employer with short notice
 - It is the responsibility of the Employment Navigator to monitor the validity of these extenuating circumstances and keep the number of occurrences to a minimum

Billing

The Broker will be responsible to negotiate and secure sufficient transportation providers to accommodate the transportation needs for the Pathways and PROMISE programs. Rates shall not exceed the usual and customary rates in effect at the time of billing.

The charts below represent the project cost allowance variance. Charges in excess of these rates shall be approved by DMMA.

Wheel Chair (Non Paratransit) Rate Schedule										
Miles	O to 3	4 to 6	7 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45
Base	\$31.50	\$34.50	\$37.25	\$41.25	\$46.25	\$51.25	\$56.25	\$61.25	\$66.25	\$71.25
Low (-10%)	\$28.35	\$31.05	\$33.53	\$37.13	\$41.63	\$46.13	\$50.63	\$55.13	\$59.63	\$64.13
High (+10%)	\$34.65	\$37.95	\$40.98	\$45.38	\$50.88	\$56.38	\$61.88	\$67.38	\$72.88	\$78.38

Ambulatory (Non Mass Transit/Non Paratransit) Rate Schedule										
Miles	O to 3	4 to 6	7 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45
Base	\$8.00	\$14.25	\$19.75	\$26.45	\$35.50	\$43.40	\$53.30	\$62.25	\$68.40	\$79.05
Low (-10%)	\$7.20	\$12.83	\$17.78	\$23.81	\$31.95	\$39.06	\$47.97	\$56.03	\$61.56	\$71.15
High (+10%)	\$8.80	\$15.68	\$21.73	\$29.10	\$39.05	\$47.74	\$58.63	\$68.48	\$75.24	\$86.96

The Broker will be responsible for managing billing and payment for the individual transportation providers. The Broker will collect and submit a monthly invoice as detailed below. The Broker is authorized to include a 17% administrative fee in the invoice.

Rates for DART are based on the current discounted rates established between the Broker and DART. The charges for individuals using DART for transportation will continue to be billed using the usual and customary rate contracted by the Broker.

PROMISE Invoicing Requirements

STATE OF DELAWARE
DHSS/DMMA

The Broker must submit separate monthly invoices accompanied by required supporting documentation to reflect PROMISE members separately from Pathways members.

- a. A detailed invoice shall be submitted no later than the last day of the month following the month services were provided to the DSAMH for review and approval.
- b. Requests for adjustments to previous invoices may not be submitted beyond 365 days from the date the original invoice was submitted.
- c. The invoice format and layout shall be reviewed by DSAMH prior to payment by DMMA.
- d. Each invoice must at a minimum contain the following elements:
 - i. Gross amount billed for the month (Header)
 - ii. Trip details for each leg of billed trips:
 - i. MCI# (rider member number)
 - ii. Trip date
 - iii. Pickup address
 - iv. Drop off address
 - v. Trip charge (by leg)

Pathways Invoicing Requirements

The Broker must submit separate monthly invoices accompanied by required supporting documentation to reflect Pathways members separately from PROMISE members.

- a. A detailed invoice shall be submitted no later than the last day of the month following the month services were provided to the Director of Day Transition Services in DDDS for review and approval.
- b. Requests for adjustments to previous invoices may not be submitted beyond 365 days from the date the original invoice was submitted.
- c. The invoice format and layout shall be reviewed and approved by DMMA.
- d. The invoice must be structured in a manner that permits review by each of the individual Divisions
 - i. Either three individual invoices or one invoice with each Division listed as a subcategory.
- e. Each invoice must at a minimum contain the following elements:
 - i. Invoice number
 - ii. Time period covered by the invoice
 - iii. Gross amount billed for the month (Header)
 - iv. Trip details for each leg of billed trips:
 - i. MCI# (rider member number)
 - ii. Trip date
 - iii. Pickup address
 - iv. Drop off address
 - v. Trip charge (by leg)