



**PO 3831436**

**2023-01**

**CONTRACT BETWEEN**

**STATE OF RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES  
AND**

**MEDICAL TRANSPORTATION MANAGEMENT, INC.**

**FOR TRANSPORTATION BROKERAGE SERVICES**

**EFFECTIVE DATE - October 1, 2023**

**Name of Contractor:** MEDICAL TRANSPORTATION MANAGEMENT, INC.

**Title of Agreement:** CONTRACT BETWEEN STATE OF RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND MEDICAL TRANSPORTATION MANAGEMENT, INC. FOR TRANSPORTATION BROKERAGE SERVICES

**Basis for Contract:** NON-EMERGENCY MEDICAL TRANSPORTATION

**Contract Award:** The contract value for Year 1 (7/1/23 to 6/30/24) is \$41,972,520.

**Performance Period:** INITIAL CONTRACT PERIOD – JULY 1, 2023 – JUNE 30, 2026

**General Conditions of Purchase** <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

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## **ADDENDA**

Attached hereto, incorporated into, and made a part herein of this agreement, are the following addenda, as applicable:

### **ADDENDUM A**

**General Insurance Requirements**

### **ADDENDUM B**

**Information Technology Requirements (Not Applicable)**

### **ADDENDUM C**

**Public Works Project Requirements (Not Applicable)**

### **ADDENDUM D**

**Agency Specific Federal Funding Requirements -- Provides any requirements imposed by federal partners (Not Applicable, See Addendum F for Applicable Federal Requirements)**

### **ADDENDUM E**

**Business Associates Agreement**

### **ADDENDUM F**

**Agency Special Requirements Not Otherwise Addressed in the General Conditions**

**ADDENDUM A**  
**General Insurance Requirements**

<https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>

## **ADDENDUM B**

### **Information Technology Requirements (Not Applicable)**

## **ADDENDUM C**

### **Public Works Project Requirements (Not Applicable)**



## **ADDENDUM D**

### **Agency Specific Federal Funding Requirements -- Provides Any Requirements Imposed by Federal Partners (See Addendum F for Applicable Federal Requirements)**

#### **FEDERAL FUNDING REQUIREMENTS**

##### **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

When federal financial assistance rules are applicable to this transaction or any follow-on transactions, the Vendor is at all times acting as a contractor or vendor and not as a sub-recipient or sub-grantee, as those terms are defined in federal financial assistance regulations. It is understood that the Vendor shall be subject to the Vendor's commercial terms, and only to those mandatory provisions in the federal financial assistance regulations specifically relevant to contractors or vendors.

In performing the services contained in the Entire Agreement and subsequent amendments, the Vendor shall comply with all applicable federal laws and regulations. Specifically, the Vendor agrees to comply with the following:

##### **PAR 1. AVAILABILITY OF FUNDS**

It is understood and agreed by the Parties hereto that all obligations of the State, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and federal funds, and in no event shall the State be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services or products to be purchased hereunder for any reason whatsoever, the State shall notify the Vendor of such reduction of funds and the State shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Vendor up to the time of such notice.

##### **PAR 2. FEDERAL FUNDING PROVISIONS**

Funds made available to the Vendor under the Entire Agreement are derived from federal funds made available to the State. The provisions of **PAR. 5** and **EXHIBIT B** of **ADDENDUM F SUPPLEMENTAL TERMS AND CONDITIONS** notwithstanding, the Vendor agrees to make claims for payment under the Entire Agreement in accordance with applicable federal policies. The Vendor agrees that no payments under the Entire Agreement shall be claimed for reimbursement under any other agreement, grant, or contract that the Vendor may hold that provides funding from the

same State or federal sources. The Vendor agrees to be liable for audit exceptions that may arise from examination of claims for payment under the Entire Agreement. The Vendor specifically agrees to abide by all applicable federal requirements for vendors, including laws, regulations and requirements related to services performed or products sold outside the United States by the Vendor or its subcontractors.

### **PAR 3. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

By signing the Entire Agreement, the Vendor agrees to comply with the requirements of the following, as amended from time to time: Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.); the Food Stamp Act; the Age Discrimination Act of 1975; the United States Department of Health and Human Services (DHHS) regulations found in 45 CFR Parts 80 and 84; the United States Department of Education implementing regulations (34 CFR Parts 104 and 106); and the United States Department of Agriculture Food and Nutrition Services regulations (7 CFR § 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, or political beliefs in acceptance for, or provision of, services, employment, or treatment in educational or other programs or activities.

Pursuant to Title VI and Section 504, as listed above and as referenced in **EXHIBITS 2 AND 3**, which are incorporated herein by reference and made part of this Addendum, the Vendor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI and/or Section 504, as referenced above. An electronic copy of the Vendor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the State upon request.

The Vendor's written compliance plans and/or self-assessments referenced above and detailed in **EXHIBITS 2 AND 3** of this Addendum must include but are not limited to the requirements detailed in **EXHIBITS 2 AND 3** of this Addendum.

The Vendor must submit, within thirty-five (35) days of the date of a request by DHHS or the State, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Vendor and/or any subcontractor of the Vendor.

The Vendor acknowledges receipt of **EXHIBIT 2 - RHODE ISLAND EOHHS NOTICE TO VENDORS ON THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **EXHIBIT 3 - RHODE ISLAND EOHHS NOTICE TO VENDORS ON THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**.

The Vendor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990 and the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Vendor also agrees to comply with EOHHS requirements for safeguarding of confidential information (as such requirements are made known to the Vendor).

Failure to comply with this Paragraph may be the basis for cancellation of the Entire Agreement.

#### **PAR 4. ACCESSIBILITY AND RETENTION OF RECORDS**

The Vendor agrees to make accessible and to maintain all records and supporting documentation that directly pertain to the performance of the services or furnishing of the products under the Entire Agreement (whether paper, electronic, or other media) for a minimum of ten (10) years after final payment, unless a longer period of records retention is stipulated (45 CFR § 155.1210). This accessibility requirement shall include the right to review and copy such records upon request. This requirement is also intended to include, but is not limited to, any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by State or federal officials or their agents necessary to verify the accuracy of the Vendor's invoices or compliance with the Entire Agreement (in accordance with 45 CFR § 75.361 and 45 CFR § 155.1210). If such records are maintained outside of the State, such records shall be made accessible by the Vendor at a Rhode Island location. Additionally, if any litigation, claim, or audit commences before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 45 CFR § 75.386. If audit findings have not been resolved at the end of the ten (10) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Vendor and its subcontractors, if subcontractors are permitted within the scope of the Entire Agreement, shall provide and maintain a quality assurance system acceptable to the State covering deliverables and services under the Entire Agreement and shall tender to the State only those deliverables that have been inspected and found to conform to the Entire Agreement's requirements. The Vendor shall keep records evidencing inspections and their result and shall make these records available to the State during the term of the Entire Agreement and for ten (10) years after final payment. The Vendor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Vendor's quality assurance system or other similar business practices related to performance of the Entire Agreement.

Further, the Vendor agrees to include a similar right of the State, federal officials, and their agents to audit records and interview staff in any subcontract related to the services or products under the Entire Agreement.

#### **PAR 5. DRUG-FREE WORKPLACE POLICY**

The Vendor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Vendor hereby agrees to abide by EXHIBIT 4 - DRUG- FREE WORKPLACE POLICY and, in accordance therewith, has executed EXHIBIT 5 - DRUG-FREE WORKPLACE POLICY VENDOR CERTIFICATE OF COMPLIANCE.

Furthermore, the Vendor agrees to submit to the State any report or forms which may from time-to-time be required to determine the Vendor's compliance with this policy. The Vendor acknowledges that a violation of the Drug-Free Workplace Policy may, at the State's option, result in termination of the Entire Agreement.

#### **PAR 6. PRO-CHILDREN ACT OF 1994**

As a condition of contracting with the State of Rhode Island, the Vendor hereby agrees to abide by **EXHIBIT 6 - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **EXHIBIT 6 - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

#### **PAR 7. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Vendor agrees to abide by **EXHIBIT 7 – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **EXHIBIT 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

#### **PAR 8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as either is amended from time to time. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (45 CFR Part 75.)

## **PAR 9. Federal Tax Information**

**Performance:** In performance of this Entire Agreement, the Vendor agrees to comply with, and assume responsibility for, compliance by its employees with the following requirements:

- (1) All work will be done under the supervision of the Vendor or the Vendor's employees.
- (2) The Vendor and the Vendor's employees with access to, or who use, Federal Tax Information ("FTI") must meet the background check requirements defined in Internal Revenue Service (IRS) Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Entire Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Entire Agreement. Disclosure to anyone other than an officer or employee of the Vendor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Vendor certifies that the data processed during the term of this Entire Agreement shall be completely purged from all data storage components of his or her computer facility, and no output shall be retained by the Vendor at the time the work is completed. If immediate purging of all data storage components is not possible, the Vendor certifies that any IRS data remaining in any storage component shall be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to EOHHS or its designee. When this is not possible, the Vendor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts, subject to prior approval from EOHHS, and shall provide EOHHS or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of, and access to, FTI.
- (8) No work involving FTI furnished under this Entire Agreement will be subcontracted without prior written approval of the IRS.
- (9) The Vendor shall maintain a list of employees with authorized access. Such list shall be provided to EOHHS and, upon request, to the IRS.

- (10) EOHHS shall have the right to void the Entire Agreement if the Vendor fails to provide the safeguards described above.

**Criminal/Civil Sanctions:**

- (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 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 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 further 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 Internal Revenue Code (IRC) §§ 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.
- (2) 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 Entire Agreement. 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 the Entire Agreement. 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 or imprisonment for as long as one 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 in an amount equal to the sum of the greater of \$1,000 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. These penalties are prescribed by IRC §§ 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 USC § 552a. Specifically, 5 USC § 552a(i)(1), which is made applicable to contractors by 5

USC § 552a(m)(1), provides that any officer or employee of the Vendor who has possession of, or access to, State records containing individually identifiable information whose disclosure is prohibited by the Privacy Act or its regulations, and who willfully and knowingly discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting the Vendor access to FTI must be preceded by certifying that each individual receiving the information from the Vendor understands the State's security policy and procedures for safeguarding IRS information. The Vendor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRC §§ 7431, 7213, and 7213A (see Exhibit 4 to IRS Publication 1075, Sanctions for Unauthorized Disclosure, and Exhibit 5 to IRS Publication 1075, 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 unauthorized disclosures and data breaches. See Section 10 of IRS Publication 1075. For both the initial certification and the annual certification, the Vendor must sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements.

**Inspection:**

The IRS and the State, with 24-hour notice, shall have the right to send their inspectors into the offices and plants of the Vendor to inspect facilities and operations performing any work with FTI under this Entire Agreement 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 Vendor is found to be noncompliant with contract safeguards.

## **EXHIBITS**

Attached hereto, incorporated into, and made a part herein of this Addendum are the following Exhibits:

<b><u>EXHIBIT 1</u> -</b>	<b>FISCAL ASSURANCES</b>
<b><u>EXHIBIT 2</u> -</b>	<b>RHODE ISLAND EOHHS NOTICE TO VENDORS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964</b>
<b><u>EXHIBIT 3</u> -</b>	<b>RHODE ISLAND EOHHS NOTICE TO VENDORS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973</b>
<b><u>EXHIBIT 4</u>-</b>	<b>DRUG-FREE WORKPLACE POLICY</b>
<b><u>EXHIBIT 5</u> -</b>	<b>DRUG-FREE WORKPLACE POLICY VENDOR CERTIFICATE OF COMPLIANCE</b>
<b><u>EXHIBIT 6</u> -</b>	<b>CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE</b>
<b><u>EXHIBIT 7</u> -</b>	<b>INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS</b>
<b><u>EXHIBIT 8</u> -</b>	<b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS</b>
<b><u>EXHIBIT 9</u> -</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>
<b><u>EXHIBIT 10</u> -</b>	<b>BYRD ANTI-LOBBYING AMENDMENT</b>



## EXHIBIT 1

### FISCAL ASSURANCES

1. The Vendor agrees to segregate all receipts and disbursements pertaining to the Entire Agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Vendor assures a system of adequate internal controls shall be implemented to ensure a separation of duties in all cash transactions.
3. The Vendor assures the existence of an audit trail which includes cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Vendor assures a separate subsidiary ledger of equipment and property shall be maintained.
5. The Vendor agrees any unexpended funds from the Entire Agreement are to be returned to EOHHS at the end of the time of performance unless EOHHS gives written consent for their retention.
6. The Vendor assures insurance coverage is in effect as mutually agreed under the Entire Agreement (**ADDENDUM A – GENERAL CONDITIONS**).
7. The following Federal requirements shall apply pursuant to 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for DHHS Awards. Where applicable:
  - Subpart A – Acronyms and Definitions (75.1–75.2)
  - Subpart B – General Provisions (75.100 – 75.113)
    - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (75.200 – 75.218)
  - Subpart D – Post Federal Award (75.300 – 75.391)
  - Subpart E – Cost Principles (75.400 – 75.477)
  - Subpart F – Audit Requirements (75.500 – 75.521)
  - All Subsequent Addenda
8. If the Vendor expends Federal awards during the Vendor’s particular fiscal year of \$750,000 or more, then 45 CFR §75.500 et seq., Audits of States, Local Governments and Non-profit Organizations, shall also apply or if applicable, an audit shall be performed in accordance with “Government Auditing Standards” as published by the Comptroller General of the United States.
9. The Entire Agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is 93.791. The Vendor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 45 CFR § 75.752.

## **EXHIBIT 2**

### **RHODE ISLAND EOHHS NOTICE TO VENDORS ON THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Rhode Island Executive Office of Health and Human Services (EOHHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health and Human Services (DHHS), which is located at 45 CFR Part 80, collectively referred to hereinafter as Title VI. EOHHS contracts with vendors include a vendor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

EOHHS reserves its right to at any time review vendors to assure that they are complying with these requirements. Further, EOHHS reserves its right to at any time require from contractors and sub-contractors that they are also complying with Title VI.

The Vendor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the Vendor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Vendor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- ❑ Designation of a compliance officer who is accountable to the Vendor's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures.
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all contractors and sub-contractors of the Vendor execute

assurances that said contractors and sub-contractors follow Title VI.

The Vendor must enter into an agreement with each sub-contractor under which there is the provision to furnish to it, DHHS, or EOHHS on request, full and complete information related to Title VI compliance.

The Vendor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI compliance by the Vendor and/or any sub-contractor or vendor of the Vendor.

It is the responsibility of each vendor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, RI EOHHS.

#### **THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:**

##### **SECTION:**

- |       |   |
|-------|---|
| 80.1  | Purpose   |
| 80.2  | Application of This Regulation                      |
| 80.3  | Discrimination Prohibited                           |
| 80.4  | Assurances Required                                 |
| 80.5  | Illustrative Application                            |
| 80.6  | Compliance Information                              |
| 80.7  | Conduct of Investigations                           |
| 80.8  | Procedure for Effecting Compliance                  |
| 80.9  | Hearings  |
| 80.10 | Decisions and Notices                               |
| 80.11 | Judicial Review                                     |
| 80.12 | Effect on Other Regulations; Forms and Instructions |
| 80.13 | Definitions   |

### EXHIBIT 3

#### **RHODE ISLAND EOHHS NOTICE TO VENDORS ON THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Rhode Island Executive Office of Health and Human Services (EOHHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health and Human Services (DHHS), which are located at 45 CFR Part 84 (hereinafter collectively referred to as Section 504.) EOHHS contracts with vendors include a vendor's assurance that it shall comply with Section 504, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Vendor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Vendor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Vendor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ❑ Designation of a compliance officer who is accountable to the Vendor's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures.
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all contractors and sub-contractors of the Vendor execute assurances that said contractors and sub-contractors are in compliance with Section 504.

The Vendor must enter into an agreement with each sub-contractor under which there is the provision to furnish to the Vendor, DHHS, or EOHHS on request, full and complete information related to Section 504 compliance.

The Vendor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Section 504 compliance by the Vendor and/or any sub-contractor of the Vendor.

It is the responsibility of each vendor to acquaint itself with all of the provisions of Section 504. A copy of Section 504, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the community relations liaison officer, RI EOHHS.

Vendors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

#### **SUBPART A - GENERAL PROVISIONS**

##### **SECTION:**

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

#### **SUBPART B - EMPLOYMENT PRACTICES SECTION:**

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION

84.13 EMPLOYMENT CRITERIA

84.14 PREEMPLOYMENT INQUIRIES

84.15 - 84.20 (RESERVED)

**SUBPART C - ACCESSIBILITY SECTION:**

84.21 DISCRIMINATION PROHIBITED

84.22 EXISTING FACILITIES

84.23 NEW CONSTRUCTION

84.24 - 84.30 (RESERVED)

**SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES SECTION:**

84.51 APPLICATION OF THIS SUBPART

84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES

84.53 DRUG AND ALCOHOL ADDICTS

84.54 EDUCATION AND INSTITUTIONALIZED PERSONS

84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS

84.56 – 84.60 (RESERVED)

## **EXHIBIT 4**

### **DRUG-FREE WORKPLACE POLICY**

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees and the public at-large, and result in damage to property. Therefore, it is the policy of the State that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy shall be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer shall be subject to discipline up to and including termination.

2. The term "controlled substance" means any drugs listed in 21 USC § 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.

3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of *nolo contendere*) or the imposition of a sentence by a judge or jury in any Federal or State Court.

4. The employer (the hiring authority) shall be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.

5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she shall be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.

6. The State encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.

7. The law requires all employees to abide by this policy.

**EXHIBIT 5**

**DRUG-FREE WORKPLACE POLICY VENDOR CERTIFICATE OF COMPLIANCE**

I, \_\_\_\_\_, (Name) \_\_\_\_\_ (Title)  
of \_\_\_\_\_ (Vendor Name),

a vendor doing business with the State of Rhode Island, hereby acknowledge that I have received a copy of the State's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the State, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the State's policy. Further, I recognize that any violation of this policy may result in termination of the Entire Agreement.

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**TITLE:**

\_\_\_\_\_  
**DATE:**



## **EXHIBIT 6**

### **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 USCA §§ 6081-6084), also known as the Pro-Children Act of 1994 (the “Act”), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Act does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Director. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application, the Vendor certifies that it shall comply with the requirements of the Act. The Vendor further agrees that it shall require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

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**SIGNATURE:**

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**TITLE:**

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**DATE:**

## **EXHIBIT 7**

### **INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State. The State may terminate this transaction for cause or default.

3. The prospective primary participant shall provide immediate written notice to the State if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549 and 12689.

5. A contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.

7. The prospective primary participant further agrees by submitting this proposal

that it shall include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by the State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non- procurement list (of excluded parties).

9. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the State may terminate this transaction for cause of default.

**EXHIBIT 8**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –  
PRIMARY COVERED TRANSACTIONS**

The Vendor, as the primary participant, certifies to the best of the Vendor’s knowledge and belief that the Vendor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local agency;
2. Have not within a three (3) year period preceding this application/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; or violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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**SIGNATURE:**

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**TITLE:**

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**DATE:**

## **EXHIBIT 9**

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the term of the Entire Agreement, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment relating to the Entire Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Vendor shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Vendor shall, in all solicitations or advertising for employees placed by or on behalf of the Vendor relating to the Entire Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.

3. The Vendor shall inform the contracting State's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (e.g., RI Ethics Commission, RI Department of Administration, or DHHS Office of Civil Rights) against it by any individual as well as any lawsuit regarding alleged discriminatory practice.

4. The Vendor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of services or products to include accessibility and reasonable accommodations for employees and clients.

5. Vendors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.

6. The Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by the Entire Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**EXHIBIT 10**

**BYRD ANTI-LOBBYING AMENDMENT**

No Federal or State appropriated funds shall be expended by the Vendor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or State legislature, or an employee of a member of congress or State legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Addendum fulfills the requirement that vendors receiving over \$100,000 in Federal or State funds file with the State on this provision.

If any Non-Federal or State Funds have been or shall be paid to any person in connection with any of the covered actions in this provision, the Vendor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Vendor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Vendor hereby certifies that it shall comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

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**SIGNATURE:**

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**TITLE:**

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**DATE:**

**ADDENDUM E**  
**Business Associate Agreement**

## BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Business Associate Agreement Addendum E, (hereinafter referred to as "Business Associate"), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, **EOHHS** (hereinafter referred to as the "Covered Entity"), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as "the Agreement"), which this addendum supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

### 1. Definitions:

#### A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 134.402, 164.410, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
- (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, and Business Associate, awarded pursuant to State of



Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

- C. "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- D. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.
- E. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].
- F. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.
- G. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.
- H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- J. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.
- K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

- L. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.
- M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.
- N. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.
- O. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

## 2. Obligations and Activities of Business Associate

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity by telephone call plus e-mail, web form, or fax the discovery of any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within one (1) hour and in no case later than forty-eight (48) hours of the breach

and/or Security Incident.

- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R.

164.528.

- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within one (1) hour and in no case later than forty-eight (48) hours after discovery of the breach and/or Security Incident. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.
- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. §164.502(a)(5)(ii)(B)(2) applies.
- N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. §164.508(a)(3)(A)-(B).
- O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.
  - i. Business Associate agrees to: (a) implement and maintain appropriate

physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.

- ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

### 3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business

Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

#### 4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
  - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision regarding written notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder



shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

#### 8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

**SIGNATURES ON NEXT PAGE**

**IN WITNESS HEREOF**, the parties have caused this Agreement to be executed under Seal by their duly authorized officers or representatives as of the day and year stated below:

**STATE OF RHODE ISLAND  
EXECUTIVE OFFICE OF  
HEALTH AND HUMAN SERVICES:**

BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**MEDICAL TRANSPORTATION  
MANAGEMENT INC.:**

BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **ADDENDUM F**

### **Agency Special Requirements Not Otherwise Addressed in the General Conditions**

Attached hereto, incorporated into, and made a part herein of Addendum F, are the following attachments, as applicable:

<b><u>ATTACHMENT F-1</u></b>	<b>Scope of Work</b>
<b><u>ATTACHMENT F-2</u></b>	<b>General Terms and Conditions</b>
<b><u>ATTACHMENT F-3</u></b>	<b>Covered and Non-Covered Services for the RI NEMT Program</b>
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<b><u>ATTACHMENT F-6</u></b>	<b>Liquidated Damages Matrix</b>
<b><u>ATTACHMENT F-7</u></b>	<b>Contractor's Capitation Payments and Budget</b>
<b><u>ATTACHMENT F-8</u></b>	<b>Request for Qualifications (Will be Added to Final Executed Contract)</b>
<b><u>ATTACHMENT F-9</u></b>	<b>Contractor's Proposal (Will be Added to Final Executed Contract)</b>
<b><u>ATTACHMENT F-10</u></b>	<b>Contractor Key Personnel Table</b>
<b><u>ATTACHMENT F-11</u></b>	<b>Link to NEMT Manual on EOHHS Website</b>

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**Scope of Work**

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## 1. Definitions

As used in this Agreement, the following terms have the indicated meaning unless the context clearly requires otherwise:

- 1.1 Abuse** means TPs and/or Broker practices that are inconsistent with sound fiscal, or business practices, that result in an unnecessary cost to the State of Rhode Island, medical harm to the member, or a pattern of failing to provide all nonemergency medical transportation services required by this contract or fail to meet professionally recognized standards for NEMT transportation services. Abuse also means recipient practices that result in unnecessary cost to the Medicaid, ETP or TANF programs. [[42 C.F.R. § 438.2](#) and [42 C.F.R. §455.2](#)]
- 1.2 Accountable Entity (AE)** is a Medicaid provider that meets EOHHS' certification standards, is subcontracted with a MCO to coordinate the full continuum of health care services. An AE is accountable for the quality of care, outcomes, and the total cost of care of its attributed population.
- 1.3 Accountable Entity Program** is the program intended to promote health care delivery system reform and support the transition away from fee-for-service toward models that pay for and promote quality, not volume.
- 1.4 Active Contract Management (ACM)** is a set of strategies that applies high-frequency use of data for purposeful management of agency-service provider interactions to improve contracted services. ACM consists of the following elements:
1. Detect and rapidly respond to problems;
  2. Make consistent improvements to performance; and,
  3. Identify opportunities for reengineering service delivery systems.
- 1.5 Additional Stop** means a pickup point or drop-off point other than the initial pickup and final drop-off points. Additional stops occur when multiple recipients are transported during a single trip or there is a scheduled pharmacy stop. All trips must have one (1) pickup point and one (1) drop-off point.
- 1.6 Advanced Life Support, Level 1 (ALS)** is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention. An ALS assessment charge is only relevant and reimbursable in an emergency response, which will not be administered by the Contractor. An advanced life support (ALS) intervention is a procedure that is in accordance with State and local laws,

required to be done by an advanced emergency medical technician (AEMT) or Paramedic. The ambulance service and personnel shall comply with all relevant Rhode Island General Laws and Rhode Island Department of Health Regulations, including, but not limited to, the minimal vehicle standards and staffing requirements. Advanced Life Support services are those performed by personnel certified in Rhode Island as an Advanced Emergency Medical Technician (AEMT) or a Paramedic.

**1.7 Adverse Benefit Determination** means the following actions by the Contractor or its subcontractors:

1. The reduction, suspension, or termination of a previously authorized service;
2. The denial, in whole or in part, of payment for a service; the failure to provide services in a timely manner, as defined by EOHHS;
3. The failure of the Broker to act within the timeframes for authorization decisions set forth in this Contract;
4. The failure to provide services in a timely manner, as defined by the EOHHS;

**1.8 Affiliate** means any person, firm, corporation, partnership, limited liability company, joint venture, business trust, association or other entity or organization that now or in the future directly or indirectly controls, is controlled by, or is under common control with the Contractor.

**1.9 Affordable Care Act (ACA)** means the Patient Protection and Affordable Care Act and the Health Care and Reconciliation Act of 2010.

**1.10 Affordable Care Act (ACA) Eligibles or Expansion Population** the optional Medicaid coverage group, consisting of low-income adults ages nineteen (19) or older and under sixty-five (65), that Rhode Island has elected to cover under the ACA.

**1.11 Agreement or Contract** has the meaning assigned in the General Conditions of Purchase under this RFQ.

**1.12 Alternative Payment Method (APM)** is a payment approach that gives added incentive payments to provide high-quality and cost-efficient care. APMs are a form of value-based purchasing for vendors.

**1.13 Ambulance** means an air or ground vehicle for transporting the sick and/or injured that is:

1. Equipped and staffed to provide medical care during transit;
2. For the ground vehicle, operated as a ground ambulance under the authority and in compliance with promulgated regulations of the Rhode Island Department of Health;
3. Registered as such by the Rhode Island Division of Motor Vehicles; or
4. For the air vehicle, registered and certified as an air ambulance by an appropriate authority in which the aircraft is located; and,
5. May be used for both Emergency and Non-Emergency Transportation purposes.

**1.14 Ambulance Service Types** means either: (1) Basic Life Support (BLS) Nonemergency, or (2) Advance Life Support, Level 1 (ALS). These ambulance services are only available to Medicaid beneficiaries, not ETP members.

**1.15 Americans With Disabilities Act (ADA) of 1990** means a comprehensive, Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and local government programs and activities, public accommodations, transportation, and telecommunications.

**1.16 Application Program Interface (API)** means a set of functions and procedures allowing the creation of technology applications that access the features or data of an operating system, application, or other service. [[45 CFR § 170.404](#)]

**1.17 Appointment** means a meeting or engagement set for a specific time and place.

**1.18 Assistance** means physical or communicative help provided by a driver, or a person employed by the TP, to enable a recipient to enter or exit a vehicle or residence.

**1.19 Attendant** means a person who accompanies a Member to a covered service due to the Member's physical or behavioral needs. An attendant may include a person who aids the Member on a regular basis, such as a personal care attendant, a companion or aide. Also includes a person accompanying a Member during transport because the Member's healthcare provider has determined that the Member requires assistance while being transported.

**1.20 Attribution** refers to the identification of those Members for whom each AE is responsible pursuant to the methodology set forth in EOHHS' AE Attribution Guidance under the Managed Care Program.

- 1.21 Authorization or Prior Authorization or Pre-Authorized** means the determination made by the Contractor or EOHHS when the Contractor verifies eligibility for services and determines the least expensive, medically necessary mode of transportation. This is the primary method for administering the transportation brokerage service and must be administered to verify client eligibility at the time of the transportation request and at monthly intervals when the recipient requests multiple trips that span more than one (1) month. EOHHS requires the Contractor to verify appointments before scheduling a trip.
- 1.22 Authorized Representative or Member Representative** means an individual the Member designates to act on his or her behalf in assisting with the application, renewal of eligibility, Complaints, or other communications with EOHHS or the Contractor. The power to act as a Member Representative is valid until the Member or Member Representative modifies the authorization or notifies EOHHS or the Contractor that the Member Representative is no longer authorized to act on the Member's behalf. [See [42 C.F.R. § 435.923](#)].
- 1.23 Automatic Vehicle Location (AVL)** means the automatic transmitting of the geographic location of a vehicle. This vehicle location data, from one (1) or more vehicles, monitor vehicle tracking to monitor pick-up and drop-off times for members and oversight of network providers.
- 1.24 Basic Life Support (BLS) Nonemergency Ambulance Transportation** is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician basic (EMT-Basic). The ambulance service and personnel must comply with all applicable Rhode Island General Laws and Rhode Island Department of Health (RIDOH) Regulations. Basic life support level services are those performed by personnel certified in Rhode Island as Emergency Medical Technicians (EMTs).
- 1.25 Border Communities** means cities and towns that border Rhode Island and are considered for the purpose of the Rhode Island Medical Assistance Program, eligible for transportation. Out-of-state service restrictions and prior authorization requirements are not imposed for these communities. See Addendum F, Attachment F-4, "Rhode Island Border Communities."
- 1.26 Breach**, as defined in accordance with Health Insurance Portability and Accountability Act ("HIPAA") and Health Information Technology for Economic and Clinical Health Act ("HITECH") guidelines, means an acquisition, access, use

or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (“PHI”) in violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

**1.27 Broker or Transportation Broker or NEMT Broker** means the entity that contracts with EOHHS to deliver Non-Emergency Medical Transportation Brokerage Services under this Agreement to eligible Medicaid, ETP and TANF recipients under this RFQ. [[42 C.F.R. §440.170](#)]

**1.28 Business Day** means any day other than a Saturday, Sunday, or State or federal holiday on which EOHHS offices are closed, unless the context of this Contract clearly indicates otherwise.

**1.29 Can** in this Agreement denotes an allowable activity, but not a mandatory requirement.

**1.30 Capitation Payment** means a payment EOHHS makes periodically to the Contractor on behalf of each enrolled Member for the provision of services under the Agreement. EOHHS makes the Capitation Payment regardless of whether a member receives services during the period covered by the payment.

**1.31 Capitation Rate** means a fixed predetermined fee paid by EOHHS to the Contractor each month for each enrolled Member in a defined Rate Cell, in exchange for the Contractor arranging transportation to a defined set of Covered Services, regardless of the amount of Covered Services used by enrolled Members.

**1.32 Care Coordination** is defined as the deliberate organization of Member care activities between two (2) or more participants (including the Member) involved in a members’ care to facilitate the appropriate delivery of health care services and supports. Care Coordination services shall include connection with resources to address Social Determinants of Health (SDoH). Care coordination is organized by MCOs and AEs for enrolled managed care beneficiaries.

**1.33 Care Management (CM)** is a team-based, person-centered, and goal-oriented approach designed to improve the health of Members with time-limited episodes of instability, such as following an acute medical event (e.g., heart attack, sepsis), surgery, or gaining self-care skills following a new diagnosis (e.g., diabetes). Care managers shall facilitate access to services, both clinical and non-



clinical, by connecting Members to resources that support them in playing an active role in the self-direction of their health care needs. Care managers offer services and supports through MCOs and AEs to support member access and navigation of the healthcare delivery system.

- 1.34 Children with Special Health Care Needs** means those children with complex health conditions who are enrolled in the Managed Care Program.
- 1.35 Claim** means a bill for services, a line item of service, or all services for one Member within a bill.
- 1.36 Clean Claim** means a Claim that can be processed without additional information from the provider or a third party. It does not include a claim from a provider who is under investigation for fraud or abuse.
- 1.37 CMS** means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services, the federal agency responsible for administering Medicare and overseeing state administration of Medicaid.
- 1.38 Cold Call Marketing** means any unsolicited personal contact by the Broker with a Potential Enrollee for the purpose of Marketing. [\[42 C.F.R. § 438.104\(a\)\]](#)
- 1.39 Community Health Team** is health care program for Members to assist in obtaining care and services needed. Services include primary care, Member advocacy, health education, and peer navigation.
- 1.40 Complaint** means a written or verbal complaint that expresses dissatisfaction with service delivery or any matter other than an adverse benefit determination.
- 1.41 Complaint Tiers** means the severity of an incidents that reported from members. There are three (3) complaint tiers associated with this Agreement.
- 1.42 Complex Case Management (CCM)** refers to care management services delivered to Medicaid Members with multiple or complex conditions to obtain access to care and services and coordination of their care. CCM is provided to highest risk Members with complex conditions and to high-risk populations such as but not limited to children with complex medical needs and/or multiple adverse childhood experiences (ACEs), individuals with HIV/AIDS, mental illness, addiction issues or those recently discharged from correctional institutions.
- 1.43 Confidential Information** means information that Contractor receives or has access to under this Agreement, including but not limited to:

1. PII, SI, PHI, Return Information, and other information (including electronically stored information) or records sufficient to identify an applicant for or recipient of government benefits;
2. Preliminary draft, notes, impressions, memoranda, working papers and work product of State employees;
3. Any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court;
4. Any statistical, personal, technical, and other data and information relating to the State's data; or
5. Other such data protected by state and federal laws, regulations.

**1.44 Contract Manager or EOHHS Contract Manager** means The State of Rhode Island employee designated by EOHHS for fulfilling administrative responsibilities associated with this contract.

**1.45 Contract or Agreement** has the meaning assigned in the General Conditions of Purchase for this Agreement.

**1.46 Contract Services** mean all services and benefits to be delivered by the Broker, which are designated in this Agreement.

**1.47 Contract Year** means the period of time beginning on July 1<sup>st</sup> of each year and ending on June 30<sup>th</sup> the following year.

**1.48 Contractor** means the Broker that has executed this Agreement with EOHHS to serve Members under the conditions specified in this Agreement. The term Contractor is used interchangeably with the terms "Broker" or "Vendor" in this Agreement.

**1.49 Copayment** means a cost-sharing arrangement in which a recipient pays a specific charge for a specified service. This amount is paid at the time services are rendered.

**1.50 Corrective Action Plan (CAP)** means a plan developed by the Contractor that is designated to ameliorate an identified deficiency and prevent reoccurrence of the deficiency. The CAP outlines all steps/actions and timeframes necessary to address and resolve the deficiency.

**1.51 Cost Sharing** means any copayment, coinsurance, deductible, or other similar charge. [[42 C.F.R.§447.51](#)]

**1.52 Covered Services** means the Medicaid-covered services and benefits included within the scope of this Agreement as described in Addendum F, Attachment F-3, “Covered and Non-Covered Services for the RI NEMT Program”

**1.53 Credible Allegation of Fraud** means in accordance with [42 C.F.R. §455.2](#), a credible allegation of fraud is an allegation that has been verified by the State, from any source, including:

1. Fraud hotline tips verified by further evidence;
2. Claims data mining;
3. Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.

Allegations are considered to be credible when they are based upon reasonable and reliable allegations, facts and allegations and such reasonable evidence has been reviewed by EOHHS carefully and judiciously on a case-by-case basis.

**1.54 Critical Incident or Significant Incident** is any action by an employee or agent of EOHHS, the Contractor or their subcontractors, provider or member that creates a significant risk of substantial or serious harm to the health, safety or well-being of the member, provider, or employee.

**1.55 Curb-to-Curb Level of Services** means transportation of the member from the curb of a member’s residence to the curb in front of the destination, including a return trip. The driver may assist the member to get in and out of the vehicle. The driver does not enter the residence or provider’s office.

**1.56 Data Warehouse** means a data storage system that consolidates data provided by EOHHS vendors.

**1.57 Day** means calendar day, which includes weekends and holidays, unless otherwise specified.

**1.58 Deliverable** means any document, manual, file, plan, report, or responsibility performed by the Contractor to fulfill the requirements of the Contract.

**1.59 Denial** means any rejection, in whole or in part, of a transportation service for a recipient.

**1.60 Door-Through-Door Level of Service** means transportation of the recipient from

the inside of their residence to the inside of their destination, including the return trip. “Door-through-door” is further defined herein to mean the transport of the recipient from inside their residence to the inside of the medical office, including the return trip. The driver enters the residence and the medical facility with the member.

**1.61 Door-to-Door Level of Service** means transportation of the recipient from the outside door of the member’s pick-up location to the outside door of their destination, including the return trip. “Door-to-door” is further defined herein to mean the transport of the recipient from the ground level door of their residence to the ground level door of their destination, including the return trip. The driver does not enter the residence or provider’s office under this level of service.

**1.62 Durable Medical Equipment (DME)** are appliances or items that are primarily and customarily used to serve medical purpose; generally are not useful to an individual in the absence of a disability, illness, or injury; can withstand repeated use; and, can be reusable or removable.

**1.63 Effective Date of Eligibility** means EOHHS’ administrative and regulatory determination of the date a recipient becomes eligible for RI Medicaid programs, ETP or TANF.

**1.64 Elderly Transportation Program (ETP)** means the program pursuant to EOHHS Rules and Regulations Medicaid Payments and Providers: Transportation Services [210-RICR-20-00-2](#). The Rhode Island Office of Healthy Aging (OHA) provides transportation for individuals aged sixty (60) years and older who are not receiving transportation from the RIPTA Ride Program, the RIPTA Free Bus Program or from the Americans with Disabilities Act (ADA) Program.

**1.65 Emergency Ambulance Trip** means an ambulance trip made because of an emergency which has as its destination:

1. Hospital emergency room;
2. General hospital or psychiatric facility where a nonscheduled admission results;
3. General hospital or psychiatric facility where an emergency admission results after qualified transportation recipients were seen at a hospital emergency room; or,
4. Second facility because an emergency medical service was not available at the original emergency room.

- 1.66 Emergency Dental Condition** means a dental condition requiring immediate treatment to control hemorrhage, relieve acute pain, and eliminate acute infection, pulpal death, or loss of teeth.
- 1.67 Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:
1. Placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.
  2. Serious impairment to bodily functions.
  3. Serious dysfunction of any bodily organ or part. [[42 C.F.R. § 438.114\(a\)](#)]
- 1.68 Emergency Medical Services**, also known as ambulance services or paramedic services, are a type of emergency service dedicated to providing out-of-hospital acute medical care, transport to definitive care, and other medical transport to patients.
- 1.69 Emergency Medical Transportation** means ambulance services for an Emergency Medical Condition.
- 1.70 Emergency Room Care** means intensive services given in an emergency room or emergency care center. Care is administered to stabilize a patient's medical condition and/or prevent loss of life or worsening of the condition.
- 1.71 Emergency Services** means covered inpatient and outpatient services that are:
1. Furnished by a provider that is qualified to furnish emergency services under Medicaid; and,
  2. Needed to evaluate or stabilize an Emergency Medical Condition. [[42 C.F.R. § 438.114\(a\)](#)]
- 1.72 Encounter Data or Enrollee Encounter Data** means the information relating to the receipt of any items or services by a Member under this Agreement. [[42 C.F.R. § 438.2](#)] For ETP, and TANF recipients, utilization reports are required by the Contractor.
- 1.73 Enrollee or Member or Recipient or Beneficiary** means a person who is currently enrolled in the Medicaid program or is eligible for ETP services.

- 1.74 Escort** means an individual any age who accompanies the recipient to medical visits for support and assisting in comprehension of medical instruction from medical providers. An escort may be the person with the legal authority to consent to medical treatment for a member who does not have the legal capacity to consent, such as a Guardian or Conservator.
- 1.75 Excluded Services or Non-Covered Services** means health care services that are not benefits of Rhode Island Medicaid program or Elderly Transportation Program. Please see Addendum F, Attachment F-3, “Covered and Non-Covered Services for the RI NEMT Program.”
- 1.76 Executive Office of Health and Human Services (EOHHS)** is the Single State Agency for purposes of administering the Rhode Island Medicaid program as specified in [42 C.F.R. § 431.10](#).
- 1.77 Expansion Population or Affordable Care Act Eligibles** means the optional Medicaid coverage group, consisting of low-income adults ages nineteen (19) or older and under sixty-five (65), that Rhodelsland has elected to cover under the ACA.
- 1.78 External Quality Review Organization (EQRO)** means an organization that meets the competence and independence requirements set forth in [42 C.F.R. § 438.354](#), and performs external quality review, other EQR-related activities as set forth in [42 C.F.R. § 438.358](#), or both. [[42 C.F.R. § 438.320](#)].
- 1.79 Family** means with regard to a member, means any person who is part of the individual’s immediate family including: a spouse, child (natural or legally adopted), a parent (natural or legally adopted) except for a parent whose parental rights have been terminated, grandparent, grandchild, sibling, niece/nephew, aunt/uncle, step relations, in-laws, a person to whom legal custody or guardianship has been given, or an adult, including a foster parent, who has a primary responsibility for providing continuous care to such child or youth.
- 1.80 Fee for Service (FFS) Program** means the traditional Medicaid payment system under which providers receive a payment for each unit of service provided to a Medicaid beneficiary.
- 1.81 Fiscal Intermediary (FI)** means EOHHS’ contractor responsible in the current delivery model for an array of support services including Medicaid Management Information System (MMIS) development and support, claims processing,

pharmacy support services, provider support services, financial and accounting systems, prior approval and utilization management, fraud and abuse systems, and decision support.

**1.82 Full Time** means forty (40) hours per week.

**1.83 FPL** means Federal Poverty Level.

**1.84 Fraud** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable federal or state law. [[42 C.F.R. § 455.2](#)]

**1.85 Gas Mileage Reimbursement (GMR)** refers to compensating the Medicaid recipient, family member, friend, acquaintance of on a per-mile basis for transporting an eligible Medicaid recipient to a Medicaid covered service. Additionally, gas mileage reimbursement is allowed for the ETP.

**1.86 Grievance** means an expression of dissatisfaction about any matter other than an Adverse Benefit Determination. Grievances may include the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a transportation provider or employee, and failure to respect the Member's rights regardless of whether remedial action is requested.

**1.87 Governing Requirements** means all State and federal laws, rules, regulations, codes, ordinances, federal waivers, and policies, and court orders that govern the performance of this Agreement.

**1.88 Guardian** means a person who has been appointed by a court of competent jurisdiction to be legally responsible for a Member and who may be required to be present when a Member is receiving healthcare services or accessing transportation services.

**1.89 Health Care Provider or Health Care Facility** means:

1. A Doctor of Medicine or Doctor of Osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,
2. Any other person determined by the Secretary of the Department of Health and Human Services to be capable of providing Health Care Services.

A health care provider must be enrolled with Rhode Island Medicaid to be eligible

for reimbursement under federal rules and regulations.

- 1.90 Health Care Service** means any Medicaid service provided pursuant to this Agreement by the Contractor in any setting. [\[42 C.F.R. § 438.320\]](#)
- 1.91 Health Disparities** are preventable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health that are experienced by socially disadvantaged populations. Populations can be defined by factors such as race or ethnicity, gender, education or income, disability, geographic location (e.g., rural or urban), or sexual orientation. Health disparities are inequitable and are directly related to the historical and current unequal distribution of social, political, economic, and environmental resources.
- 1.92 Health Equity** is defined as the absence of unfair and avoidable or remediable differences in health among population groups defined socially, economically, demographically or geographically.
- 1.93 Health Home** means a designated provider that provides and coordinates the provision of comprehensive and continuous medical care and required support services to patients with the goals of improving access to needed care and maximizing outcomes.
- 1.94 Health Information Technology for Economic and Clinical Health (HITECH) Act** means the law enacted as part of the American Recovery and Reinvestment Act of 2009 to promote the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.
- 1.95 Health Insurance** means a type of insurance coverage that covers the cost of an insured individual's health care service expenses.
- 1.96 Health Plan** means any organization that is licensed as a health maintenance organization ("HMO") by the Rhode Island Department of Business Regulation, and contracts with EOHHS to provide Managed Care Program services.
- 1.97 HIPAA** means the Health Insurance Portability and Accountability Act of 1996, [P.L. 104-191](#) (August 21, 1996), as amended or modified.
- 1.98 HIPAA Privacy Rule** means the federal rule that establishes national standards to protect individuals' medical records and other personal health information



and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.

- 1.99 HIPAA Security Rule** means the federal rule that establishes national standards to protect individuals' electronic personal health information that is created, received, used, or maintained by a covered entity. The Security Rule requires appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.
- 1.100 Hold Time** means the duration of time spent on hold in a call center between the interactive voice response, touch tone response system, or recorded greeting before reaching a call center employee.
- 1.101 Hospital Outpatient Care** is medical care provided on an outpatient basis, including diagnosis, observation, consultation, treatment, intervention, and rehabilitation services. This care can include advanced medical technology and procedures even when provided outside of hospitals.
- 1.102 Hospitalization** means care provided in a hospital that requires admission as an inpatient and usually requires an overnight stay. An overnight stay for observation could be outpatient care.
- 1.103 Immediate** means without delay and with urgency. No less than fifteen (15) minutes upon notification.
- 1.104 Implementation Start-Up** means the period prior to the contract start date during which the Contractor will begin to provide operations and administration necessary for the Contractor to provide services.
- 1.105 Incentive Arrangement** means any payment mechanism under which the Contractor may receive additional funds over and above the Capitation Payments it was paid for meeting targets specific in this Agreement.
- 1.106 Incentive Payment** means a payment made under an Incentive Arrangement.
- 1.107 Incident** is defined by [OMB Memorandum M-17-12](#), "Preparing for and Responding to a Breach of Personally Identifiable Information" (January 3, 2017), as an occurrence that actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

- 1.108 Incurred But Not Reported (IBNR)** means liability for services rendered for which Claims have not been received.
- 1.109 INSIGHT Program** means a program offered in Rhode Island to individuals who are sight impaired and/or presently registered with the INSIGHT agency.
- 1.110 Integrated Eligibility System (IES)** means the comprehensive database of the EOHHS' recipient eligibility information.
- 1.111 Intensive Care Management Plan** is a written plan developed in collaboration with the Member, the Member's family (with written consent), guardian or adult caretaker, PCP and other providers involved with the Member to delineate the intensive care activities to be undertaken to address key issues of risk for the Member that were identified in the course of the Member's enrollment with a MCO.
- 1.112 Key Position or Key Personnel** means the managerial or supervisory position with the Contractor that are assigned to the Rhode Island NEMT Program's whose primary focus is the work performed under this Contract.
- 1.113 Level of Service** means a designation used to describe the appropriate type of vehicle that may be used to transport a member.
- 1.114 Limited English Proficiency (LEP)** means Potential Members and Members who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. [[42 C.F.R. § 438.10](#)]
- 1.115 Local community** means the location in or nearest to the member's city, town or residence.
- 1.116 Long-term Services and Supports or LTSS** means services and supports, provided to Members of all ages who have functional limitations and/or chronic illnesses, that have the primary purpose of supporting the ability of the Member to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.
- 1.117 Managed Care Program** means a managed care delivery system wherein covered health services are provided through MCOs.
- 1.118 Managed Care Organization (MCO)** means an insurer, Health Plan, or other

organization that provides, offers, or arranges for coverage of health services needed by Health Plan recipients and uses utilization review and a network of participating providers to administer the provision of health care. For purposes of this contract, “managed care organization” refers to a managed care organization that is under contract with EOHHS to provide contract services to enrolled Medicaid members.

**1.119 Marketing** means any communication, from the Contractor to a Medicaid, ETP or TANF recipient who is not eligible for transportation services that can reasonably be interpreted as intended to influence the recipient to engage.

**1.120 Marketing Materials** means materials that:

1. Are produced in any medium, by or on behalf of a Broker or its subcontractors; and,
2. Can reasonably be interpreted as intended to market the Contractor to Potential Enrollees. [[42 C.F.R. § 438.104\(a\)](#)]

**1.121 Marketing Representative** means a Broker’s Representative who is engaged in a Marketing activity.

**1.122 Material Adjustment** means an adjustment that has a significant impact on the development of the Capitation Payment such that its omission or misstatement could impact a determination whether the development of the Capitation Rate and is consistent with generally accepted actuarial principles and practices (GAPP).

**1.123 May** in this Agreement denotes an activity, but not a mandatory requirement.

**1.124 Medicaid** means The Rhode Island Medical Assistance Program operated by EOHHS under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations.

**1.125 Medical Loss Ratio (MLR) Reporting Year** means a period of twelve (12) months that is consistent with the Rating Period selected by EOHHS. [[42 C.F.R. § 438.8\(b\)](#)]

**1.126 Medically Necessary or Medical Necessity or Medically Necessary Service** means medical, surgical, or other services required for the prevention, diagnosis, cure, or treatment of an injury, health related condition, disease or its symptoms. For members under the age of twenty-one (21), the term also includes the EPSDT services described in [Section 1905\(r\) of the Social Security](#)

[Act](#), including services necessary to correct or ameliorate a defect or physical or mental illness or condition discovered through EPSDT screenings.

A service is considered Medically Necessary if it is rendered for any of the following situations:

1. Is provided in response to a life-threatening condition or pain;
2. To treat an injury, illness or infection;
3. To achieve a level of physical or mental function consistent with prevailing community standards for the diagnosis or condition;
4. To provide care for a mother and child through the maternity period;
5. To prevent the onset of a serious disease or illness;
6. To treat a condition that could result in physical or behavioral health impairment; or,
7. To achieve age-appropriate growth and development or to attain, maintain, or regain functional capacity.

**1.127 Medically Necessary Mode of Transportation** means the most cost-effective type of transportation that meets the physical, medical and/or behavioral health needs of the eligible recipient.

**1.128 Member or Enrollee or Recipient** means a Medicaid beneficiary who is currently enrolled in the Medicaid program or meets eligibility criteria for the ETP or TANF programs.

**1.129 Member No-Show** means an occurrence where a member does not keep an appointment for transportation services and fails to the cancel the appointment within a specified time period.

**1.130 Member with Special Healthcare Needs** means an individual has or is at risk for chronic physical, developmental, behavioral, or emotional conditions and also requires health and related services of a type or amount beyond that required by another similarly aged individual.

**1.131 Mode** is the method of transportation the Contractor approves for the member's trip.

**1.132 Multi-load** means a ride shared by more than one eligible recipient, prior-authorized by the Contractor in accordance with EOHHS policies.

- 1.133 Must** in this Agreement means a mandatory requirement.
- 1.134 Network** means the transportation providers that a Contractor has contracted with to provide transportation services. These providers are called Transportation Providers (TPs).
- 1.135 Network Provider or Transportation Provider (TP)** means any provider, group of providers or entity that has a provider agreement with Broker, or a subcontractor and received federal funding directly or indirectly to order, render transportation services under the terms and conditions of this Agreement.
- 1.136 Noncompliant Member** means an act in which a member does any of the following: Misuses or abuses program rules and requirements, such as fraud, waste and abuse; Fails to follow the rules, procedures, and/or policies of Contractor, the Contractor's TPs, health care service providers, facility rules; poses a direct threat to the health and/or safety of self or others; or engages in violent, serious disruptive, or illegal conduct.
- 1.137 Non-Covered Services or Excluded Services** means transportation services that are not covered benefits under the Rhode Island Medicaid Program. Please see Addendum F, Attachment F-3, "Covered and Non-Covered Services for the RI NEMT Program."
- 1.138 Non-Emergency Medical Transportation (NEMT) Program or Rhode Island NEMT Program** is the transportation program established to provide cost-effective NEMT services for individuals eligible for medical assistance under the Medicaid State Plan and need access to health care services and have no other means of transportation. The Program is inclusive of the Elderly Transportation Program (ETP) and monthly bus pass distribution for the TANF ("RI Works") program.
- 1.139 Non-Emergency Medical Transportation Manual (NEMTM) or NEMT Manual** means the manual published by EOHHS that contains policies and procedures required of the Contractor. The NEMT Manual, as amended or modified, is incorporated by reference into the Agreement.
- 1.140 Normal Business Hours** means hours for the Broker's RI business office that are 7 a.m. to 6 p.m. Monday through Friday EST, except for State observed holidays that are posted on the Rhode Island Secretary of State's website.

- 1.141 Operational Start Date** means July 1, 2023, the first Day on which the Contractor is responsible for providing Transportation Brokerage Services and all related Contract functions contained in this Agreement.
- 1.142 Out-of-State Trip** means a trip originating and/or ending outside Rhode Island that involves the transport of a patient to or from a health care provider that is neither located in Rhode Island nor an approved border community.
- 1.143 Overpayment** means any payment made:
1. To a Network Transportation Provider by a Broker to which the Network Provider is not entitled to under [Title XIX of the Social Security Act](#); or,
  2. To a Broker by EOHHS to which the Broker is not entitled to under [Title XIX of the Social Security Act](#).
- 1.144 Party** means either EOHHS or the Contractor unless the context clearly indicates otherwise.
- 1.145 Prescription Drug Coverage** means health insurance or plan that helps pay for prescription drugs and medications.
- 1.146 Personally Identifiable Information (PII)** means any information about an individual maintained by an entity, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (as defined in [45C.F.R. § 75.2](#) and [OMB Memorandum M-06-19](#), "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments" (July 12, 2006)). PII also includes an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (as defined in [45 C.F.R. § 75.2](#), "Protected Personally Identifiable Information").
- 1.147 Population Health** refers to the health status and health outcomes within a group of people rather than considering the health of one person at a time. For public health practitioners, improving population health involves

understanding and optimizing the health of a population broadly defined by community.

- 1.148 Population Health Management** is a coordinated, data-informed approach to implementing strategies and interventions designed to address the drivers of poor health outcomes in specific populations and communities with the goal of improving physical and psychosocial well-being.
- 1.149 Potential Enrollee or Potential Member** means a Medicaid, ETP or TANF beneficiary who has not yet engaged with the Broker.
- 1.150 Premium** means the amount an individual must pay for their health insurance every month. In addition to a premium, an individual must pay other costs for their health care, including a deductible, copayments, and coinsurance.
- 1.151 Prepaid Benefit Package** means the set of health care related services for which Health Plans will be responsible to provide and for which the Health Plan will receive reimbursement through a per member per month predetermined capitation rate.
- 1.152 Prevalent Language** means a non-English language determined to be spoken by a significant number or percentage of Potential Enrollees and Members that have Limited English Proficiency. [[42 C.F.R. § 438.10](#)]
- 1.153 Primary Care** means all Health Care Services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the Rhode Island Medicaid program, to the extent the furnishing of such services is legally authorized in the state in which the practitioner furnishes them. [[42 C.F.R. § 438.2](#)]
- 1.154 Primary Care Case Management** refers to Care Management services led by the Member's Primary Care Provider under the Connect Care Choice program.
- 1.155 Primary Care Provider (PCP)** means the individual Network Provider selected by or assigned to the Member to provide overall clinical direction and serve as the central point for the integration and coordination of all of the Member's health care needs and to initiate and monitor referrals for specialized services when required. Practitioners eligible to serve as Primary Care Providers include licensed, board certified or board-eligible physicians and licensed Advance Practice Registered Nurses (APRN). Licensed eligible physicians include Medical Doctors or Doctors of Osteopathy in the following specialties: family

and general practice, pediatrics, gynecology and obstetrics, internal medicine, geriatrics, or other medical specialists who have a demonstrated clinical relationship as the principal coordinator of care for children or adults and who are prepared to undertake the responsibilities of serving as a PCP as stipulated in the Contractor's primary care agreements. A Primary Care Provider may practice as part of a multi-disciplinary team or in an NCQA certified Patient Centered Medical Homes. The Primary Care

Provider may designate other participating plan clinicians who can provide or authorize Member's care.

**1.156 Promptly** means without unreasonable delay, but no later than two (2) Business Days unless otherwise required by EOHHS.

**1.157 Protected Health Information (PHI)** means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

**1.158 Quality** as it pertains to Quality Assurance, contract performance and external quality review; means the degree to which a Contractor increases the likelihood of desired outcomes of its members through:

1. Its structural and operational characteristics;
2. The provision of services that are consistent with current professional, evidenced-based-knowledge; or,
3. Interventions for performance improvement. [[42 C.F.R. § 438.320](#)]

**1.159 Rate Cell** means a set of mutually exclusive categories of Members that is defined by one or more characteristics for the purpose of determining the Capitation Rate and making a Capitation Payment.



- 1.160 Rating Period** means a period of twelve (12) months selected by EOHHS for which the capitation rates are developed and documented in the rate certification contained within this agreement.
- 1.161 Readily Accessible** means electronic information and services that comply with modern accessibility standards, such as [Section 508 guidelines](#), [Section 504 of the Rehabilitation Act](#), and [W3C's Web Content Accessibility Guidelines \(WCAG\) 2.0 AA](#) and successor versions. [[42C.F.R. § 438.10\(a\)](#)]
- 1.162 Readiness Review or Contract Readiness or Contract Readiness Review** refers to EOHHS', or it's designee's, assessment of the Contractor's ability to fulfill the Contract requirements. Such review may include, but is not limited to, review of proper licensure, operational protocols, review of the Contractor's standards, and review of systems. The review may be done as a desk review, on-site review, or combination and may include interviews with pertinent personnel so that EOHHS can make an informed assessment of the Contractor's ability and readiness to render services.
- 1.163 Related Entity or Related Entities** means any party related to the Contractor by common ownership or control, and:
1. Performs some of the Contractor's management functions under contractor delegation;
  2. Furnishes services to Members under a written agreement; or,
  3. Leases real property or sells materials to the Contractor at a cost during any year of this Agreement
- 1.164 Related Groups** mean those groups the Contractor must make coverage available to, although they are outside of the actual program.
- 1.165 Representatives or Contractor Representatives** means the Contractor's officers, employees, Subcontractors, consultants, or agents acting by or on behalf of the Contractor with respect to this Agreement.
- 1.166 Return Information** is defined under [26 U.S.C. § 6103\(b\)\(2\)](#) and has the same meaning as "Federal Tax Information" or "FTI" as used in [IRS Publication 1075](#).
- 1.167 Return Trip** means the return of the member to the member's residence, or another drop-off point, from the location where the cover service occurred.

- 1.168 Rhody Health Partners or RHP** is the name of the comprehensive Medicaid Managed Care delivery system option for Medicaid-eligible adults who meet specified eligibility criteria for Rhody Health Partners, as designated by EOHHS.
- 1.169 Ride Program** is RIPTA's ADA Comparable Paratransit Service required by the Americans with Disabilities Act (ADA). Paratransit service provided under the ADA is available for an individual whose disability either prevents independent use of the fixed route system or prevents travel to or from bus stops.
- 1.170 Ride-Share Program or Ride Share Vehicle** means vehicle-for-hire program such as *Uber* and *Lyft*.
- 1.171 Rhode Island Public Transportation Authority (RIPTA)** provides public transportation, primarily buses in the State of Rhode Island.
- 1.172 Risk Contract** means an agreement which the Contractor that assumes risk for the cost of the services covered under the agreement and may incur losses if the cost of furnishing the services exceeds the payments under the contract.
- 1.173 Rite Care** is the health care delivery program through which the State of Rhode Island serves the RI Works and RI Works-related portions of its Medicaid population, uninsured pregnant women and children under age nineteen living in households that meet specified eligibility criteria, and other specific eligible populations as designated by the State.
- 1.174 Rite Share** is the premium assistance program created and operated under [Chapter 40-8.4-12 et seq.](#) of the Rhode Island General Laws and the Rhode Island Medicaid State Plan, pursuant to which EOHHS will purchase employer-sponsored health insurance for Rite Care Eligible low-income working individuals and their families who are eligible for employer-sponsored insurance but could not otherwise afford such insurance.
- 1.175 Scope of Work** means services and deliverables specified in this Agreement, including all attachments and documents incorporated by reference into the Agreement, and all amendments hereto.
- 1.176 Sensitive Information or SI** means information that could be expected to have a serious, severe, or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. Further, the loss of Sensitive Information confidentiality, integrity, or availability might:

1. Cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions;
2. Result in significant or major damage to organizational assets;
3. Result in significant or major financial loss; or,
4. Result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life-threatening injuries.

**1.177** **Shall** denotes a mandatory requirement.

**1.178** **Should** denotes a desirable action, but not a mandatory requirement.

**1.179** **Sibling** includes sisters, brothers, half-sisters, half-brothers, adoptive sisters, adoptive brothers, stepsisters, and stepbrothers living in the same household.

**1.180** **Skilled Care Services** are services provided by technicians and therapists in a Member's home or in a nursing home.

**1.181** **Skilled Nursing Care** are services from licensed nurses provided in a Member's home or in a nursing home.

**1.182** **Social Determinants of Health (SDoH)** are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

**1.183** **Social Risk Factors** are adverse social conditions (i.e., homelessness, social isolation, low education level, etc.) specific to individuals that increase their likelihood of poor health.

**1.184** **Solvency** means the minimum standard of financial health for the Contractor where assets exceed liabilities and timely payment requirements can be met.

**1.185** **Standing Order** means a prescheduled transportation to reoccurring appointments, usually on the same day and time, at the same location, and with the same TP.

**1.186** **State** means the State of Rhode Island, acting by and through EOHHS or its designee.

**1.187** **State Fair Hearing** means the process set forth in [42 C.F.R. Part 431, Subpart E](#),

regarding fairhearings for Medicaid applicants and beneficiaries. [\[210-RICR-10-05-2\]](#)

- 1.188 State Plan** refers to the Rhode Island Medicaid State Plan.
- 1.189 Static Disability** refers to a disability that is considered permanent in nature, history and severity. There is no likelihood that the disability will improve over time.
- 1.190 Subcontractor** means an individual or entity that has a contract with the Contractor that relates directly or indirectly to the performance of the Contractor's obligations under this Agreement.
- 1.191 Substance Use Disorder Benefits** means benefits for items or services for substance use disorders, as defined by EOHHS and in accordance with applicable Federal and State law. [\[42 C.F.R. § 438.900\]](#)
- 1.192 Supplemental Security Income or SSI** means a federal income supplement program funded by general tax revenues (not Social Security taxes) designed to help aged, blind, and disabled people with little or no income by providing cash to meet basic needs for food, clothing, and shelter.
- 1.193 Suspension** means items or services furnished by a specified provider who has been convicted of a program-related offense in a federal, state, or local court that will not be reimbursed under Medicaid.
- 1.194 Telecommunication Relay Service (TRS)** means a telephone transmission services that provides the ability for an individual who is deaf, hard of hearing, deaf-blind, or who has a speech disability to engage in communication by wire or radio with one or more individuals, in a manner that is functionally equivalent to the ability of a hearing individual who does not have a speech disability to communicate using voice communication services by wire or radio. [\[47 C.F.R. § 64.601\(42\)\]](#)
- 1.195 Temporary Assistance for Needy Families (TANF) or RI Works Program** is a federal grant program that assists families with children when the parents or other responsible relatives cannot provide for the family's basic needs under [45 C.F.R. § 260.30](#). The Federal government provides grants to States to run the TANF program. All recipients enrolled in the TANF Program (RI Works), including their household members, who are listed on the TANF eligibility file, are eligible to receive a monthly bus pass through RIPTA through the Contractor. Bus passes are provided to assist the recipient in pursuing

employment opportunities or job training.

- 1.196 Timely** means existing or taking place within the designated time period; within the time required by statute, or rules or regulations, contract terms, or policy requirements.
- 1.197 Tip** a piece of information regarding an act of Fraud, Waste or Abuse or other activity of interest to the EOHHS Office of Program Integrity. A tip, by itself, generally does not provide sufficient information to establish that Fraud, Waste or Abuse has occurred, but it might provide investigators with a direction to pursue in an investigation.
- 1.198 Total Cost of Care (TCOC)** is an alternative payment methodology that includes a historical baseline cost of care projected forward to the end of a performance period. Actual costs during the performance period are then compared to the baseline to identify a potential shared savings or risk pool. The methodology for calculating the Total Cost of Care for the Accountable Entity Program is set forth in the Accountable Entity Total Cost of Care Requirements and Total Cost of Care Technical Guidance.
- 1.199 Transportation Provider No Show or Provider No Show or Vendor No Show** means the failure of a TP to pick-up a recipient as scheduled by the Contractor.
- 1.200 Travel Time** means the time spent by member from that member's pick-up to their destination including stops, delays, etc.
- 1.201 Trip** means transportation one-way from the pick-up point to the drop off point by a TP.
- 1.202 TTY/TDD** means Telephone Typewriter and Telecommunication Device for the Deaf, which allow for interpreter capability for deaf or hard of hearing callers.
- 1.203 Uninsured** means any individual who has no coverage for payment of health care costs either through a private organization or public program.
- 1.204 Unscheduled Trips** are trips which a member requests a trip with less than two (2) full Business Days (48 hours) advance notice and/or outside of regular call intake hours. Unscheduled trips are limited to urgent care needs.
- 1.205 Urgent Care** means care for an illness, injury, or condition serious enough that a reasonable person would seek care right away, but not so severe it requires emergency room care.

- 1.206 Urgent Medical Condition** means a medical (physical or mental) condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of medical attention within twenty-four (24) hours could reasonably be expected to result in:
1. Placing the patient's health in serious jeopardy;
  2. Serious impairment to bodily function; or,
  3. Serious dysfunction of any bodily organ or part.
- 1.207 Validation** means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accord with standards for data collection and analysis. [\[42 C.F.R. § 438.320\]](#)
- 1.208 Waste** means the inappropriate utilization of services or misuse of resources. Waste is not a criminal or intentional act but results in unnecessary expenditures to the Rhode Island NEMT Program and must be prevented.
- 1.209 Week** means the entire seven (7) day week, Monday through Sunday.
- 1.210 Will** means a term that denotes a mandatory requirement.
- 1.211 Will Call** describes return trips which occur after a health care appointment has been completed by the recipient. These are trips for which the pick-up time cannot be determined until the appointment has ended and the recipient must contact the Contract to be picked up.
- 1.212 Withhold Arrangement** means any payment mechanism under which a portion of a Capitation Rate is withheld from a Contractor and a portion of, or all of the withheld amounts will be paid to the Contractor for meeting performance targets or performance standards specified in the Contract. The targets for a withhold arrangement are distinct from general operational requirements under the contract. Arrangements that withhold a portion of a Capitation Rate for noncompliance with general operational requirements are liquidated damages and not a withhold arrangement.

## **2 Overview of Contractor's Scope of Work**

### **2.1 Introduction**

- 2.1.1** The terms and conditions for this Agreement are for a Brokerage Model for Non-Emergency Medical Transportation (NEMT) transportation services for the Rhode Island NEMT Program.
- 2.1.2** Transportation services shall be provided throughout the entire State of Rhode Island and Rhode Island Border Communities for all eligible members.
- 2.1.3** The Rhode Island NEMT Program requires and shall emphasize that quality services are to be delivered to Medicaid and Elderly Transportation Program (ETP) populations, at all times during the Agreement. Contractor performance shall be evaluated through all program and contractual requirements, including contract performance standards.
- 2.1.4** The Contractor shall administer the distribution of bus passes under the Temporary Assistance for Needy Families (TANF) ("RI Works") Program.
- 2.1.5** The provisions and conditions of this Contract are subject to amendments based on changes to applicable federal and State laws and regulations which govern this Agreement.
- 2.1.6** Recognizing that even though the Contractor is not an Managed Care Organization, the Code of Federal Regulations (C.F.R.) cited under [42 C.F.R. 438 Managed Care](#) shall be incorporated herein for operational definitions or standards in order to promote consistency and efficiency in EOHHS' oversight of the program and promote alignment and compatibility across delivery systems.

### **2.2 Contractor Responsibilities**

- 2.2.1** The Contractor shall implement a centrally managed human service transportation system that provides consumers with access to high-quality non-emergency medical transportation services by using the most cost-effective and medically appropriate delivery mode available as described in [42 C.F.R. § 440.170 \(a\) \(4\)](#), [42 C.F.R. § 431.53](#), [42 C.F.R. § 441.62](#) and Rhode Island General Law.
- 2.2.2** In accordance with [42 C.F.R. § 440.170](#), the Contractor shall not directly provide transportation services directly to recipients under this Agreement.
- 2.2.3** In accordance with [42 C.F.R. § 440.170](#), the Contractor shall arrange and secure

transportation for eligible recipients who do not have transportation.

- 2.2.4** In accordance with [42 C.F.R. § 440.170](#), the Contractor must provide the least expensive means of transportation possible that shall meet the recipient's needs and will be delivered in a responsive, cost-effective and timely manner.
- 2.2.5** The Contractor is responsible for developing and maintaining an adequate Transportation Provider Network, which includes credentialing and contracting in accordance with this Agreement and the NEMT Manual.
- 2.2.6** The Contractor is responsible for receiving requests for transportation, scheduling transportation, and dispatching transportation providers (TPs) to ensure that transportation services are performed safely, timely and efficiently.
- 2.2.7** Contractor shall furnish or arrange for the personnel, facilities, equipment, supplies, and other items and expertise necessary for, or incidental to, the provision of services and requirements within this Agreement.
- 2.2.8** Contractor shall be responsible for payment of transportation services furnished through service agreements with TPs.
- 2.2.9** Contractor will require TPs to hold all necessary licensure, certification, and/or permits as required by law for the performance of the activities to be performed under this Contract.
- 2.2.10** Contractor must obtain and keep on file copies of required permits and licenses from the municipalities in which transportation providers operate.
- 2.2.11** The Contractor's contracted payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough TPs and to ensure member' access to covered services.
- 2.2.12** The Contractor must ensure that transportation services are available twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days a year.
- 2.2.13** The Contractor shall be required to implement processes to prevent, identify and address fraud, waste, and abuse in the Rhode Island NEMT Program.
- 2.2.14** Contractor must comply with all federal, State and local laws related to performance under this Agreement, including Rhode Island Rules for Transportation Services under [210-RICR-20-00-2](#).



- 2.2.15** The Contractor affirms the assurances made in its Proposal, and that it does not object to providing transportation brokerage services to any covered services based on moral or religious objections. The Contractor therefore cannot refuse to provide transportation to covered services based on these grounds. [[42 C.F.R. § 438.10](#)]

## **2.3 EOHHS Responsibilities**

- 2.3.1** The Executive Office of Health and Human Services (EOHHS) shall perform coordinated oversight and monitoring of the Contractor to ensure program goals and standards are being met. EOHHS shall enforce all contract performance requirements, including performance standards, liquidated damages, and quality assurance standards are met under this Agreement.
- 2.3.2** EOHHS agrees to purchase, and the Contractor agrees to fulfill all requirements and to furnish or arrange for the delivery of the scope of services as specified in this Agreement.
- 2.3.3** EOHHS shall provide oversight and monitoring of all Contractor's duties and responsibilities described herein to assure compliance with all Contractor requirements. Contractor must agree to comply with all requests related to EOHHS' oversight responsibilities under this Agreement.

### **3 Rhode Island NEMT Program Eligible Populations**

#### **3.1 Introduction**

- 3.1.1** The Contractor is responsible to provide covered services to all eligible groups and populations under the Rhode Island NEMT Program.
- 3.1.2** The Rhode Island NEMT Program consists of all eligible Medicaid enrollees for transportation brokerage services under the Rhode Island Medicaid Program, ETP and TANF programs.
- 3.1.3** Transportation Brokerage services shall be available on a non-discriminatory basis to eligible recipients irrespective of the region, community, or neighborhood they live in. Contractor cannot discriminate services based on a recipients age, race, religion, creed, national origin, sexual orientation/identification, gender, ability, health status or whom they live with.

#### **3.2 Medicaid Eligible and Enrolled Beneficiaries**

- 3.2.1** The Rhode Island NEMT Program is a benefit offered to all eligible Medicaid beneficiaries. It provides NEMT services for beneficiaries to Medicaid covered services, including transportation to the Rhode Island Veteran Affairs Medical Centers.
- 3.2.2** In accordance with [42 C.F.R. 440.170 \(a\) \(4\)](#), NEMT is offered as a last resort when the Medicaid beneficiary is not able to provide their own transportation or receive transportation from a family recipient, friend, or other party, and health care services would have been forgone for the Medicaid beneficiary.
- 3.2.3** Eligible Medicaid beneficiaries include adults and children who live in a community setting and are receiving medical assistance benefits through Rhode Island's Medicaid's Managed Care Program or fee-for-service (FFS) delivery systems.

#### **3.3 Temporary Assistance for Needy Families (TANF)**

- 3.3.1** All recipients enrolled in the TANF Program (RI Works), including their household members, who are listed on the TANF eligibility file, are eligible to receive a monthly bus pass through RIPTA.
- 3.3.2** Bus passes are provided to assist the recipient in pursuing employment opportunities or job training.

- 3.3.3** TANF bus passes must be provided timely by the Contractor to TANF eligible and household members for recipients to access employment and training activities.

### **3.4 Non-Medicaid Elderly Transportation Program (ETP)**

- 3.4.1** The ETP, pursuant to EOHHS Rules and Regulations Medicaid Payments and Providers: Transportation Services [210-RICR-20-00-2](#). The Rhode Island Office of Health Aging (OHA) provides transportation for individuals aged sixty (60) years and older who are not receiving transportation from the Rhode Island Public Transportation (RIPTA) Ride Program, the RIPTA Free Bus Program or from the Americans with Disabilities Act (ADA) Program.
- 3.4.2** The Contractor will be required to screen all individuals who request transportation services under the ETP.
- 3.4.3** Contractor must assess requests for eligibility under other programs, such as the RIPTA Free Bus Program, RIPTA Ride Program or the ADA Program or that may be more appropriate for their transportation needs.
- 3.4.4** The ETP services are contingent upon available State funding.
- 3.4.5** Additional information and program regarding the ETP program can be found through this link: [FAQ-Elderly-Transportation-Program-2019-01-02.pdf \(ri.gov\)](#)

### **3.5 Recipient Eligibility for Medicaid and ETP Populations**

- 3.5.1** Medicaid NEMT services delivered by the Contractor are only reimbursable when the recipient is being transported to or from a Medicaid covered service delivered by a Medicaid provider or a Rhode Island Veterans Affairs Medical Center.
- 3.5.2** Transportation services shall be provided, only if:
  - 3.5.2.1** The recipient is enrolled in Rhode Island Medicaid and has an appointment to an approved Medicaid covered service, and/or,
  - 3.5.2.2** The recipient meets eligibility requirements for ETP as described in this Agreement and has an appointment to an ETP covered service.
  - 3.5.2.3** Covered services for both programs are defined in Addendum F, Attachment F-3, "Covered and Non-Covered Services of the RI NEMT Program," of this Agreement.

### **3.6 No Guaranteed Eligibility**

- 3.6.1** There are no eligibility guarantees for the Rhode Island NEMT Program.
- 3.6.2** EOHHS has the sole authority to determine whether an individual meets eligibility and enrollment criteria, as well as the individual's cost sharing requirements, if applicable.

### **3.7 Related Groups, New Populations and Emergency Additional Services Provision**

- 3.7.1** EOHHS reserves the right to add related groups under this agreement to the with notice of newly eligible populations for NEMT services under this contract.
- 3.7.2** EOHHS shall inform the Contractor sixty (60) days prior, in writing, to the date the Contractor shall begin to provide services. The Contractor has five (5) Business Days after the initial communication to ask for a delay, request to not cover the new population, or request for additional clarifications on responsibilities.
- 3.7.3** Material adjustments for new coverage groups shall be reflected in a negotiated contract amendment among Parties.
- 3.7.4** The Contractor shall be required to establish transportation processes for non-NEMT services in times of natural disasters, public health emergencies or weather-related events. Transportation costs incurred under this clause of the contract are paid using state dollars and are outside of the NEMT PMPM payment.
  - 3.7.4.1** If at any time, EOHHS or the State of Rhode Island covers transportation brokerage services for a population that is not Medicaid eligible or to a non-covered service or destination, EOHHS and the Contractor will mutually agree on terms and conditions of the transportation benefit and payment to the Contractor.

## **4 Contractor Enrollment Procedures and Requirements**

### **4.1 Enrollment Procedures for Medicaid**

- 4.1.1** Medicaid recipient eligibility verification status shall be conducted for each trip by using the monthly EOHHS 834 Eligibility File.
  - 4.1.1.1** Ad hoc changes on the member will be reflected in the enrollment portal or through communication from EOHHS or the Rhode Island Department of Human Services (DHS).
- 4.1.2** The Contractor must verify recipient eligibility regardless of who initiates the request.
- 4.1.3** EOHHS will provide the Contractor monthly with a Medicaid eligible 834 enrollment file. Contractor agrees to accept recipient eligibility information in the data format submitted by EOHHS.
- 4.1.4** Contractor shall have written operational policies and procedures to enroll and disenroll members. Policies and procedures will be reviewed during Contract Readiness and subject to annual review by EOHHS.
- 4.1.5** Contractor must promptly notify EOHHS if Contractor fails to load or utilize the correct monthly 834 enrollment file. Failure to notify EOHHS promptly shall result in a liquidated damage noted in Attachment F-6, "Liquidated Damages Matrix," of this Agreement.
- 4.1.6** The Contractor shall be solely responsible for payment for any trips scheduled for ineligible individuals.

### **4.2 Enrollment Procedures for ETP**

- 4.2.1** No eligibility file will be provided to the Contractor for the ETP.
  - 4.2.1.1** Eligibility and enrollment for the ETP is contingent on the member's age and their requested need for transportation.
- 4.2.2** Contractor is responsible for developing and implementing approved ETP enrollment process and gatekeeping activities to schedule transportation for members who request transportation under the ETP.
- 4.2.3** Contractor shall assist members who are not eligible for NEMT ETP services with information on other local transportation services and resources, such as referrals the RIPTA Free Bus Pass Program or ADA Program, when applicable

or appropriate.

- 4.2.4** The Contractor shall be solely responsible for payment for any trips scheduled for ineligible individuals.

### **4.3 Program Gatekeeping Requirements**

- 4.3.1** The Contractor is responsible for developing NEMT Gatekeeping Policies and Procedures approved by EOHHS to ensure the integrity of the Rhode Island NEMT Program.
- 4.3.2** Activities required for gatekeeping include:
  - 4.3.2.1** Verifying member eligibility for Medicaid, ETP and TANF;
  - 4.3.2.2** Assessing the member's needs for NEMT services including assurances that NEMT is not covered by other programs or fundings as payor of last resort for Medicaid eligible populations;
  - 4.3.2.3** Reporting fraud, waste and abuse practices to Program Integrity for inappropriate uses of NEMT;
  - 4.3.2.4** Selecting the most appropriate transportation to meet the member's needs, including any special transport requirements; and,
  - 4.3.2.5** Educating members in the appropriate use of NEMT services.
- 4.3.3** The Contractor shall verify the eligibility of each recipient receiving transportation and that the purpose of the trip is for a covered service allowable for Medicaid Eligible and ETP recipients through approved Contractor gatekeeping policies.
- 4.3.4** The Contractor shall verify that recipients meet a need for transportation services prior to scheduling a trip. This verification shall be performed using an EOHHS approved call script.
- 4.3.5** The Contractor shall accept requests for transportation directly from members, guardians on behalf of minor members, guardians responsible for members, or a licensed health care professional or their staff on behalf of a member.
- 4.3.6** The Contractor 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 if the member has previously received an

adverse benefit determination by Contractor.

- 4.3.7** The Contractor is responsible for conducting pre-trip review by verifying the human services appointment for a minimum of ten percent (10%) of scheduled trips prior to transportation services being provided annually. Pre-trip verification reports shall be provided to EOHHS annually as part of the Contractor's annual compliance review.
- 4.3.8** The Contractor shall perform and document a post trip verification review on a minimum of ten percent (10%) of trips annually that includes each of the modes of transportation as well as purpose of transportation. Pre-trip verification reports shall be provided to EOHHS annually as part of the Contractor's annual compliance review. Verification review shall delineate between Medicaid and ETP trips.
- 4.3.9** Contractor must receive approval from EOHHS for gatekeeping policies and procedures during Contract Readiness. Policies not approved cannot be utilized by the Contractor.
- 4.3.10** The Contractor shall disclose all gatekeeping policies and procedures available prior to the Contract Operational Date to EOHHS. Any changes in policies must be approved by EOHHS.

#### **4.4 Medicaid Member Disenrollment**

- 4.4.1** EOHHS has sole authority to disenroll Members from the Medicaid NEMT Program, subject to the conditions described below.
- 4.4.2** EOHHS will disenroll Members from Contractor's eligibility for any of the following reasons:
  - 4.4.2.1** Loss of Medicaid eligibility;
  - 4.4.2.2** Loss of program eligibility;
  - 4.4.2.3** Death;
  - 4.4.2.4** Relocation out-of-state;
  - 4.4.2.5** Adjudicative actions;
  - 4.4.2.6** Change in eligibility status;
  - 4.4.2.7** Placement in an institution for mental disease or institutional long-term

care facility, such as Eleanor Slater or Tavares;

**4.4.2.8** A long-term stay in an out-of- state hospital;

**4.4.2.9** Eligibility determination error; or,

**4.4.2.10** For cause, as determined by EOHHS.

**4.4.3** The Contractor may not request disenrollment of a recipient because of an adverse change in the Member's health status, or because of the Member's utilization of services, diminished mental capacity, or uncooperative or disruptive behavior resulting from the Member's special needs.

#### **4.5 Challenging Member Behavior**

**4.5.1** The Contractor shall not deny transportation services because the recipient exhibits challenging behavior patterns. For example, unreliable, chronic no-shows, unpleasant, unruly, uncooperative, threatening, dangerous, and illegal behaviors.

**4.5.2** Contractor must establish policies and procedures to assure reliable transportation for all eligible recipients. Policies and procedures must address strategies for dealing with recipients with challenges.

**4.5.3** Concerns for safety of self or others such as threats to self or others, drug or alcohol use, possession of weapons, any assaultive behavior, behavior resulting in police intervention and or illegal behavior, will require a review by the Contractor and EOHHS for suitable course of action for scheduling transportation.

**4.5.4** Contractor must assist in coordinating with a Medicaid member's MCO or AE who may assist with case management supports to ensure member can utilize transportation for repeated challenging behaviors. For members enrolled with FFS or ETP, the Contractor may contact the EOHHS Contract Manager for care coordination supports and coordination with EOHHS' sister agencies to remedy member behavioral challenges.

**4.5.5** Contractor shall have a Challenging Member Behavior Policy and Procedure that shall be reviewed by EOHHS as part of Contract Readiness and reviewed annually or upon request from EOHHS.

#### **4.6 Requests for Member Disenrollment by a Transportation Provider**

**4.6.1** A TP may, upon consultation with the Contractor, refuse to transport any



person who is a threat to the health, safety, or welfare of the driver or other passengers, or who prevents or inhibits the vehicle from being operated in a safe manner.

- 4.6.2** The Contractor shall notify EOHHS promptly, in writing, of such TP requests for consideration. Contractor shall demonstrate, in writing, efforts to mitigate issues for member and any other considerations for EOHHS to make a final decision regarding allowable use of transportation services.
- 4.6.3** The Contractor shall be required to demonstrate how the recipient's continued enrollment seriously impairs the TP's ability to furnish transportation services for the recipient. TPs shall submit to the Contractor detailed documentation of a recipient's continued non-compliance with the TP's transportation guidelines.
- 4.6.4** All requests for disenrollment shall be made in writing to EOHHS.
- 4.6.5** The Contractor must continue to provide transportation services to the recipient until the recipient has been removed from the Contractor's 834 enrollment file for Medicaid members. The Contractor will be notified in writing from EOHHS regarding the removal of a member for the ETP program.
- 4.6.6** Only EOHHS shall make a final determination of whether transport shall be denied by the Contractor.
- 4.6.7** Contractor shall have policies and procedures reviewed and approved by EOHHS during Contract Readiness or upon request from EOHHS for TPs requesting member disenrollment from the program by a TP.

#### **4.7 Updating and Reporting Demographic Changes for Medicaid Members**

- 4.7.1** The Contractor must have written policies and procedures for receiving, reporting, and updating the following Medicaid demographic member information:
  - 4.7.1.1** Receive daily and monthly updates from EOHHS regarding Members enrolled in, or disenrolled from RI Medicaid Program and other updates relating to membership. The Contractor must incorporate these updates into its MIS within one (1) Business Day.
  - 4.7.1.2** Identify any change in a Member's status that may impact the Member's Medicaid eligibility or enrollment and notify EOHHS of such changes no later than five (5) Business Days after identification. Examples of changes

in status include changes in family size, changes in residence, or death.

- 4.7.1.3** The Contractor must ensure its Subcontracts include flow-down provisions requiring all subcontractors to report changes in a Member's demographic information to the Contractor. The Contractor must follow the EOHHS policy and procedures outlined in the NEMT Manual regarding updating member demographic information on the 834 file.

## **5 Contractor Service Levels and Modes of Transportation for Covered Services**

### **5.1 Levels of Service for Members**

**5.1.1** The Contractor will be responsible for providing three (3) levels of service for Medicaid recipients as defined by EOHHS under this Agreement:

**5.1.1.1** Curb-to-Curb Service;

**5.1.1.2** Door-to-Door Service; and,

**5.1.1.3** Door-through-Door Service.

**5.1.2** The Contractor will be responsible for providing two (2) levels of transportation for ETP members as defined by EOHHS under this Agreement:

**5.1.2.1** Curb-to-Curb Service, and,

**5.1.2.2** Door-to-Door Service

**5.1.3** The Contractor is responsible for having policies and procedures regarding the different levels of services for members. Policies and procedures shall be provided to EOHHS during Contract Readiness.

**5.1.4** Contractor and subcontractors must be knowledgeable on the differences between levels of service for Members.

### **5.2 Mode of Transportation for Medicaid Eligible Recipients**

**5.2.1** Recipients eligible for Medicaid are eligible to receive transportation by any of the following modes, as determined by the medical, behavioral or disability needs of the recipient:

**5.2.1.1** Public Transit (bus);

**5.2.1.2** Taxi or Limited Public Motor Vehicle (LPMV);

**5.2.1.3** Ride-Share Program (*Uber/Lyft*);

**5.2.1.4** Public Motor Vehicle;

**5.2.1.5** Multi-Passenger Van;

**5.2.1.6** Wheelchair Van;

**5.2.1.7** Ambulance (stretcher van, ALS/BLS); or,

**5.2.1.8** Gas Mileage Reimbursement (GMR).

**5.2.2** Public transit shall be the mode of transportation when both the recipient and the Medicaid service provider are located within one-half (1/2) mile of an established bus stop, unless the recipient has a medical condition that prevents them from using fixed route bus services, as documented by a licensed healthcare professional. See Section 5.7, “Verification of Modes of Transport for Medicaid and ETP Programs” for additional requirements for verification modes of transport.

### **5.3 Requirements for Stretcher Van and Ambulance Modes of Transport for Medicaid Populations**

**5.3.1** The Contractor shall provide stretcher van service, ALS and BLS to Medicaid eligible recipients as an alternative mode of transportation for pre-authorized trips consistent with EOHHS policy.

**5.3.2** Stretcher service is provided to an individual who cannot be transported in an ambulatory or wheelchair van, and who does not need the medical services of an ambulance.

**5.3.3** Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care, or medical treatment during transport.

**5.3.4** A driver and an assistant shall staff the vehicle, which is specifically designed and equipped to provide transportation of individuals on an approved stretcher vehicle.

**5.3.5** A stretcher van is used for an individual who:

**5.3.5.1** Needs routine transportation to or from a non-emergency medical appointment or service;

**5.3.5.2** Is convalescent or otherwise non-ambulatory and cannot use a wheelchair; and,

**5.3.5.3** Does not require medical monitoring, medical aid, medical care, or medical treatment during transport.

### **5.4 Covered Services and Modes of Transportation for the ETP**

**5.4.1** Members eligible for ETP are eligible to receive transportation from any of the following modes, as medically determined by the needs of the recipient:

**5.4.1.1** Public Transit (bus);

**5.4.1.2** Taxi or Limited Public Motor Vehicle (LPMV);

**5.4.1.3** Ride-Share Program (*Uber/Lyft*);

**5.4.1.4** Public Motor Vehicle;

**5.4.1.5** Multi-Passenger Van;

**5.4.1.6** Wheelchair Van; or,

**5.4.1.7** Gas Mileage Reimbursement (GMR).

**5.4.2** ETP does not provide ambulance transportation, including stretcher van, ALS, and BLS.

**5.4.3** Contractor must refer to the EOHHS Rules and Regulations for acceptable modes of transportation for ETP.

**5.4.4** Contractor is responsible for implementing any cost-sharing program requirements for the ETP program, including the ability to collect payment at pick-up and drop-off locations from members.

## **5.5 Transportation Service Coverage Areas**

**5.5.1** Transportation service area includes all cities and towns in the State of Rhode Island. Transportation also includes transport to authorized border communities and prior-authorized out-of-state trips.

**5.5.2** ETP provides transportation to border communities if the destination is the closest to the recipient's home. Prior approval is not needed for allowable transportation to Border Communities.

**5.5.3** Prior approval in accordance with existing EOHHS policies is needed for out of state medical trips

**5.5.4** A list of authorized border communities is included in Attachment F-4, "Rhode Island Border Communities."

## **5.6 Covered and Non-Covered Transportation Services**

- 5.6.1** NEMT services do not include emergency ambulance transportation, transportation to a non-covered Medicaid, or non-covered ETP service.
- 5.6.2** The use of transportation for any purpose other than as stated in this Agreement's covered services as stated in Attachment F-3, "Covered and Non-Covered Services for the RI NEMT Program," is considered fraudulent activity subject to criminal prosecution and civil and administrative sanctions.
- 5.6.3** EOHHS may at any time update, change, modify covered services within Attachment F-3, "Covered and Non-Covered Services for the Rhode Island NEMT Program," and the Contractor is required to immediately comply with changes.
- 5.6.4** Contractor or subcontractors shall not have any moral objections to provide transportation services to any covered service required under EOHHS policies which the Contractor has attested in its RFQ proposal.
- 5.6.5** The Contractor shall be required to establish transportation processes for non-NEMT services or transportation to non-covered services in times of natural disasters, public health emergencies or weather-related events through declarations by the Governor.

## **5.7 Verification of Modes of Transport for Medicaid and ETP Programs**

- 5.7.1** The Contractor must request documentation of medical necessity, inclusive of behavioral or cognitive impairment or disability status, from the recipient's healthcare provider for all transportation modes, except for public transit (bus) and gas mileage reimbursement.
- 5.7.2** Contractor will collect the member's healthcare provider information at the time the reservation is made and send the provider the level of need request form.
- 5.7.3** Contractor must implement a reasonable verification process that does not infringe on a member's access to care.
- 5.7.4** The Contractor shall allow a two (2) week period for their healthcare provider to return the level of need request to the Contractor. During this two (2) week period, the member will be allotted the higher mode of transport. If the request is not returned within two (2) weeks, the member's mode of transportation shall return to public transit.
- 5.7.5** Verification shall establish member's level of need for higher modes of

transport.

- 5.7.6** Verification policy and procedure shall be reviewed by EOHHS during Contract Readiness or upon request by EOHHS.
- 5.7.7** Contractor is responsible for developing verification process that does not limit Limited English Proficiency (LEP), Intellectually Developmental Disability-Developmentally Disabled (IDD-DD), Seriously Persistent Mentally Illness (SPMI) or other vulnerable or at-risk populations from accessing higher modes of transportation timely due to Contractor verification requirements.
- 5.7.8** Contractor is responsible for assisting members to complete verification process, including any necessary translation or support services.
- 5.7.9** Contractor shall work with MCOs, AEs or healthcare provider to verify and accept request for a higher mode of transportation for members.
- 5.7.10** Contractor shall not impose a burdensome administrative process, including annual review process, on members or healthcare professionals which a static disability or other chronic impairment has been established in the original verification.
- 5.7.11** EOHHS shall at any time reserve the right to request that the Contractor revise and implement a new policy for transportation mode verification, including restrictive or less restrictive policies. Contractor must immediately comply with changes.

## **5.8 Gas Mileage Reimbursement (GMR) Requirements**

- 5.8.1** Gas mileage reimbursement (GMR) is provided for prior-authorized NEMT for a Medicaid or ETP recipient's covered service appointment. The recipient, friend, or family member responsible for transporting the recipient qualifies for GMR if they are unable to provide transport without financial assistance.
- 5.8.2** GMR Policies and Procedures must be submitted by Contractor during Contract Readiness and ready by the Operational Start Date, or upon request by EOHHS.
- 5.8.3** Contractor is responsible for developing and implementing GMR policies and procedures to ensure safe transport of members. The Contractor shall not implement GMR policies and procedures that have not been approved by EOHHS.
- 5.8.4** The Contractor shall not make the GMR reimbursement process burdensome

to recipients, families or friends. Contractor must pay GMR clean claim submission to recipients, friends or families within thirty (30) days of receipt of required verification materials.

**5.8.5** Contractor is responsible for informing parties if their GMR request has been denied and additional information or documentation for the Contractor to pay the GMR claim.

**5.8.6** Contractor is responsible for monitoring GMR utilization for fraud, waste and abuse as required of other program compliance requirements required in Attachment F-1, Section 18, "Program Integrity" in this Agreement.

## **5.9 Ride Share Requirements**

**5.9.1** Ride Share programs, such as *Uber* or *Lyft*, shall only be used for recovery or related trips in compliance with Contract Performance Standards within Attachment F-5, "Contractor Performance Standards" and Attachment F-6, "Liquidated Damages Matrix."

**5.9.2** Ride Share shall not be allowable substitute of transportation for the following populations:

**5.9.2.1** Recipients attending Dialysis appointments, neither A leg nor B leg;

**5.9.2.2** Recipients attending Adult Day Care Centers, neither A leg nor B leg;

**5.9.2.3** Minors or children (ages fifteen (15) or below, unless there is an additional passenger eighteen (18) years of age or older accompanying the minor;

**5.9.2.4** Recipients suffering from dementia or age-related diseases, such as Alzheimer's disease;

**5.9.2.5** Recipients who are intellectually disabled, developmentally disabled, physically disabled (i.e., in a wheelchair) recipients;

**5.9.2.6** Those who the Contractor deems not appropriate to be eligible for the service; or,

**5.9.2.7** Those who request or refuse to not be transported in a ride share vehicle.

**5.9.3** EOHHS reserves the right to revoke a Contractor's agreement with a Ride Share Company at any time.

**5.9.4** Contractor shall ensure that ride share vehicles deployed meet needs for



members and are appropriate for use.

- 5.9.5** Contractor shall ensure that no more than five percent (5%) of all ride share trips per month utilize ride share.
- 5.9.6** Contractor shall ensure ride share trips comply with all State or local laws, including pick-up and drop off within appropriate locations at facilities.
- 5.9.7** Further EOHHS policy requirements regarding allowable use of ride share can be found in the NEMT Manual.

#### **5.10 Attendant and Escort Policies and Procedures and Special Requirements for the Transport of Children and Minors**

- 5.10.1** One (1) attendant or escort can be permitted to accompany a recipient to their appointment, at any time.
- 5.10.2** The Contractor shall ensure that an escort accompanies all children ages fifteen (15) or below.
- 5.10.3** Contractor is responsible to inform parents or guardians to bring appropriate car safety equipment to secure a minor in car seat when the Contractor is scheduling the trip for the recipient.
- 5.10.4** Adult recipients who need transportation to their own Medicaid covered service may have up to two (2) children accompany them.
- 5.10.5** The Contractor shall assure all drivers performing work under this Agreement are trained in the proper use and installation of child safety seats and that the member is responsible for providing an appropriate child safety seat for transport at time of their appointment.
- 5.10.6** Contractor shall not allow transport of adult non-relative/guardian/escorts with children that are an unrelated/unconnected adult Medicaid or ETP member in the same vehicle.
- 5.10.7** Contractor must provide EOHHS written policies and procedures prior to Operational Start Date or upon request on Attendant and Escort policies as well as policies related to the transport of children and minors.
- 5.10.8** Any critical incident related to a child or minor during transport must be immediately reported to EOHHS in accordance with associated complaint tiers in Section 13, "Member Grievances and Complaints."

## **5.11 Failure to Provide Covered Transportation Benefits**

- 5.11.1** If the Contractor fails to provide transportation to Covered Services as outlined by this Agreement, EOHHS may impose contractual remedies, including civil monetary penalties, liquidated damages and Corrective Action.
- 5.11.2** EOHHS may also take, but not limited to, the following actions to remedy noncompliance consistent noncompliance to provide covered transportation benefits:
  - 5.11.2.1** Appoint temporary management to the Contractor;
  - 5.11.2.2** Suspend all new enrollments after the date the HHS Secretary or the State notifies the Contractor of a determination of a violation under this Section of the Agreement;
  - 5.11.2.3** Suspend the payments for new Members until EOHHS is satisfied the Contractor has taken remedial measures and the noncompliance is not likely to recur; or,
  - 5.11.2.4** Termination of the Agreement as described in Addendum F-2, “Section 5. Assurances, Certifications, Guarantees, and Warrantees” of this Agreement.

## **5.12 Volunteer Transportation Requirements**

- 5.12.1** Volunteer transportation is provided by individuals or agencies that receive no compensation or payment other than expenses for the provision of NEMT services.
- 5.12.2** Nonprofit agencies, such as Senior Citizen Centers or Community Action Agencies, ordinarily provide this service.
- 5.12.3** If volunteer transportation is contemplated by, the Contractor must arrange transportation with the volunteer organizations directly, including scheduling appointments and notifying members of arrangements.
- 5.12.4** The Contractor shall be responsible for payment of the expenses of the volunteer transportation
- 5.12.5** The Contractor may develop volunteer services as part of the responsibility to provide NEMT services under this Agreement and Network Adequacy Standards.

- 5.12.6** Use of volunteer transportation does not alleviate the Contractor's responsibility to assure the safety, comfort, and appropriate mode of transportation to meet the member's level of need specified under this Agreement.
- 5.12.7** The Contractor must ensure that all volunteers and vehicles used to provide volunteer transportation are properly licensed and insured.
- 5.12.8** Contractor must receive prior written approval from EOHHS before providing transportation services under a volunteer transportation arrangement.

### **5.13 Public Transportation**

- 5.13.1** Public transportation in Rhode Island is available through the Rhode Island Public Transportation Authority (RIPTA) or the Massachusetts Bay Transit Authority (MBTA).
- 5.13.2** The Contractor is encouraged to use Federally-funded and public transportation whenever possible, if it is cost-effective and meets the needs of members.
- 5.13.3** In some areas of Rhode Island, public transportation may be a viable and cost-effective method of transport.
- 5.13.4** The Contractor must send bus passes or train tickets to members and escorts, if applicable, for use of travel to or from a covered service in cases where the members or escort cannot afford to purchase them.
- 5.13.5** The Contractor must have procedures in place to determine whether public transportation is accessible and appropriate for the requesting service.
- 5.13.6** The Contractor must have procedures for timely distribution of passes/tickets to the members to ensure receipt prior to the scheduled transportation.

### **5.14 Criteria for Wheelchair Services**

- 5.14.1** Services other than car, minivan, PMV or public transportation may be required when one of the following conditions is present:
  - 5.14.1.1** The member requires a wheelchair and is unable to use public transportation;
  - 5.14.1.2** 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, taxi or

public transportation;

**5.14.1.3** 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;

**5.14.1.4** The member is unable to ambulate without personal assistance of the driver in entering and exiting the member's residence or facility; or the member has a severe, debilitating weakness or is mentally disoriented as a result of illness or health treatment and requires personal assistance;

**5.14.1.5** Travel by any other means (including but limited to the following examples, taxi, automobile, bus.) could be detrimental to the member's health and safety; and,

**5.14.1.6** The member is extraordinarily obese and non-ambulatory.

**5.14.2** Contractor is not precluded from using more intensive models of transportation if the Contractor determines the use to be appropriate and medically necessary.

**5.14.3** While the above conditions may demonstrate the possible need for wheelchair or ambulance or stretcher levels of service, the functional ability and independence of the member should also be considered in determining the mode of transportation required. More intensive modes of NEMT services must be adequate to meet the needs of the member.

**5.14.4** Contractor must ensure that TP and driver are licensed and trained to transport members in wheelchair vans, including industry standard best practice trainings or industry accreditation requirements.

**5.14.4.1** Contractor must ensure that drivers who are not trained to transport wheelchair members shall not be allowed to transport wheelchair members.

## **5.15 Wheelchair Van Requirements—Americans' with Disabilities Act Compliance Requirements**

**5.15.1** Contractor is responsible for ensuring that TPs comply with all Rhode Island Public Utilities Commission (PUC) Requirements or other federal and local laws, or regulations.

**5.15.2** All vehicles used to transport member's in wheelchairs must comply with the

ADA requirements in effect at the time of the vehicle's construction.

**5.15.3** Vehicles used to transport wheelchair passengers must, at the minimum, meet the following ADA requirements:

**5.15.3.1** Must maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment;

**5.15.3.2** 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;

**5.15.3.3** 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:

**5.15.3.3.1** The lift platform is capable of elevating and lower a six hundred (600) pound load and shall not cause the outer edge of the lift to sag, or tilt downward 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.

**5.15.3.3.2** The lift platform shall not have a gap between the platform surface and roll-off barrier greater than five-eighths (5/8) of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed one-half (1/2) inch horizontally and five-eighths (5/8) inch vertically.

**5.15.3.3.3** The lift controls shall be operable and accessible from inside and outside the vehicle, and shall be secured from accidental or unauthorized operation.

**5.15.3.3.4** 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.

**5.15.3.3.5** 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 per stowage cycle.

**5.15.3.3.6** When the lift platform is in storage in the passenger compartment, it shall not be capable of falling out of or into the vehicle, even if the power should fail.

- 5.15.3.3.7** All sharp edges of the lift structure which might be hazardous to passengers shall be padded and all sharp edges should be ground smooth.
- 5.15.3.3.8** The lift shall have a properly functioning, automatically engaged, anti-roll off barrier, with a minimum of one (1) inch on the outbound end, to prevent ride over.
- 5.15.3.3.9** It is preferable but not required, that the platform, when in 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.
- 5.15.3.3.10** The lift surface shall be of a non-skid expanded metal mesh or equivalent, to allow for vision through the platform;
- 5.15.3.3.11** 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 handrails shall meet the following requirements:
  - 5.15.3.3.11.1** Maximum height range (30-38) inches;
  - 5.15.3.3.11.2** Knuckle clearance hand hold, one and one-half (1—1/2) minimum;
  - 5.15.3.3.11.3** Must be able to withstand force of one hundred (100) pounds; and,
  - 5.15.3.3.11.4** The handrail shall not reduce the lift platform width of at least thirty (30) inches.
- 5.15.3.4** Wheelchair Restraint System –for each wheelchair position, a wheelchair securement device (or ‘tiedown’) shall be provided that complies with applicable ADA standards:
  - 5.15.3.4.1** Be placed as near to the accessible entrance as practical, providing clear floor area of thirty (30) inches by forty-eight (48) inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor.
  - 5.15.3.4.2** Be tested to meet a thirty (30) mile per hour ( M.P.H./20gm) standard;
  - 5.15.3.4.3** Securely restrain the wheelchair during transport from movement forward, backward, lateral and overturning movement in excess of two (2) inches;

- 5.15.3.4.4** Be adjustable to accommodate all wheel bases, tires (including pneumatic) and motorized wheelchairs;
- 5.15.3.4.5** Be a lock system, belt system or both and acceptable to EOHHS. 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 wheelchair securement shall be flush with the floor so as not to be an obstruction or become a tripping hazard. In all cases, the straps shall be stored properly when not in use and,
- 5.15.3.4.6** Provide seatbelts 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.
- 5.15.3.4.7** 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.
- 5.15.3.5** The Wheelchair Entrance Door shall:
  - 5.15.3.5.1** Maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) wide;
  - 5.15.3.5.2** Have no lip or protrusion at the door threshold of more than one-half (1/2) inch;
  - 5.15.3.5.3** Be equipped with straps or locking devices to hold the door open when the lift is in use; and,
  - 5.15.3.5.4** It is preferable, but not required that the side door be the wheelchair entrance.
- 5.15.4** Additional policies and procedures related to wheelchair van requirements will be in the NEMT Manual.

## **6 Contractor Management Requirements**

### **6.1 General Administration Requirements**

- 6.1.1** Contractor agrees to maintain sufficient administrative staff and organizational management to comply with all program standards described herein. At a minimum, Contractor agrees to include each of the functions noted herein.
- 6.1.2** The Contractor shall maintain a staffing plan as described in RFQ Proposal for the entirety of the contract.
- 6.1.3** The Contractor may combine functions or split the responsibility for a function across multiple positions, unless otherwise noted in this Agreement.
- 6.1.4** Contractor must demonstrate that the duties of the function are being carried out unimpeded for combined or altered functional duties.
- 6.1.5** Contractor must receive approval from EOHHS to alter, modify, combine functional duties as originally proposed in Contractor's RFQ proposal during the entirety of the contract.
- 6.1.6** Contractor may contract with a third party (subcontractor) to perform one or more of these functions, subject to the subcontractor conditions described in this Agreement.

### **6.2 Executive Management and Key Personnel**

- 6.2.1** The Contractor shall have in place an organizational and governance structure capable of fulfilling all Contract requirements.
- 6.2.2** The Contractor agrees to have an executive management function with clear authority over all functions noted herein. Contractor must have key personnel staff that will fulfill all program responsibilities and duties described herein.
- 6.2.3** The Contractor shall ensure that key management staff work full-time in Rhode Island at a central business location for ease of meeting with EOHHS staff, TPs, medical providers, facilities and other stakeholders.
- 6.2.4** The Contractor shall recruit, develop, and retain qualified staff in numbers sufficient and appropriate to discharge the Contractor's responsibilities.
- 6.2.5** The Contractor's staffing and resource allocation shall be adequate to achieve positive outcomes and comply with the requirements of this Agreement. If the Contractor does not achieve the desired outcomes or maintain compliance



with contractual obligations, EOHHS may assess performance standards, liquidated damages or Corrective Action, as specified in Attachment F-5 and Attachment F-6 of this Agreement, or up to termination of this Agreement.

**6.2.6** The Contractor shall submit to EOHHS the following organizational charts during Contract Readiness, or promptly when an executive or key staffing change occurs.

**6.2.6.1** An updated organizational chart with key personnel positions. The chart must include the person's legal name, title, email address and telephone number.

**6.2.6.2** A functional organizational chart of the key program areas, responsibilities and the areas of the organization that report to that position.

**6.2.7** An organizational or functional chart can be requested of Contractor at any time. Contractor shall promptly provide charts to EOHHS, when requested.

**6.2.8** The Contractor shall not employ or contract with any individual who has been debarred, suspended, or otherwise lawfully prohibited from participating in any federal healthcare program in accordance with [42 C.F.R. § 438.602\(i\)](#).

**6.2.8.1** Contractor shall screen all potential employees and subcontractors, and retain documentation of screenings, to determine whether any have been excluded from participation in federal healthcare programs utilizing, at a minimum, the following website:

**6.2.8.1.1** Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE);

**6.2.8.1.2** The System of Award Management (SAM);

**6.2.8.1.3** Rhode Island Department of Health List of Disbarred Providers;

**6.2.8.1.4** Other applicable sites, as determined by EOHHS.

**6.2.9** The Contractor shall comply with criminal records and background checks on current employees or subcontractors who have access to Beneficiary Protected Health Information (PHI). The Contractor shall, upon request, provide EOHHS with a satisfactory criminal background check or an attestation that a satisfactory criminal background check has been completed for any of its staff, subcontractor's staff, or TPs assigned to or proposed to be assigned to any aspects of the performance of this Contract. Such review and attestations are subject to EOHHS and federal oversight and audit requirements.

- 6.2.10** The Contractor shall remove or reassign, upon written request from EOHHS, any employee or subcontractor employee that EOHHS deems to be unacceptable. The Contractor shall hold harmless for actions taken as a result hereto.
- 6.2.11** The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by EOHHS, in person or virtual, when required. All meetings shall be considered mandatory unless otherwise indicated.
- 6.2.12** The Contractor's staff shall comply with requests for reports or information and submit to EOHHS within the timelines established in this Agreement.

### **6.3 Key Personnel Requirements**

- 6.3.1** The Contractor must designate key management and technical personnel who will be assigned to the Contract. For the purposes of this requirement, key personnel include the following:
  - 6.3.1.1** Rhode Island General Manager;
  - 6.3.1.2** Rhode Island Transportation Provider Network Manager;
  - 6.3.1.3** Rhode Island Call Center Manager;
  - 6.3.1.4** Chief Executive Officer (CEO);
  - 6.3.1.5** Chief Executive Officer (CFO);
  - 6.3.1.6** Chief Diversity, Equity, and Inclusion (DEI) Officer;
  - 6.3.1.7** Chief Information/Technology Officer (CIO);
  - 6.3.1.8** Privacy Official and/or Security Official (see [45 C.F.R. § 164.308](#));
  - 6.3.1.9** Individuals with management responsibility for the following functional areas:
    - 6.3.1.9.1** Member Services;
    - 6.3.1.9.2** Quality Assurance;
    - 6.3.1.9.3** Provider network development and management supports;
    - 6.3.1.9.4** MMIS and claims processing;

- 6.3.1.9.5** Complaint Resolution;
- 6.3.1.9.6** Grievances and Complaints;
- 6.3.1.9.7** Health Care Coordination;
- 6.3.1.9.8** Member ombudsman;
- 6.3.1.9.9** Reporting; and,
- 6.3.1.9.10** Program integrity, compliance and auditing.

**6.3.2** The Contractor must supply key personnel with the resources necessary to meet all contractual requirements.

**6.3.3** The Contractor must ensure functional area continuity by notifying the EOHHS Contract Manager in writing within two (2) Business Days of a change in key personnel, and by replacing key personnel with persons having the requisite skills, experience, and other qualifications for the function performed. Contractual performance and operational requirements shall not be impeded due to changes in key personnel by Contractor.

**6.3.4** Key personnel must be knowledgeable regarding the Rhode Island community and geography to operate a state-wide transportation brokerage system.

**6.3.5** Regardless of specific personnel changes, the Contractor must maintain the overall level of expertise, experience, and skill reflected in the key personnel job descriptions and qualifications included in the Contractor's proposal.

**6.3.6** If EOHHS determines a satisfactory working relationship cannot be established with certain key personnel, it will notify the Contractor in writing. Upon receipt of EOHHS' notice, the Parties will attempt to resolve EOHHS' concerns on a mutually agreeable basis.

#### **6.4 Contractor's Key Personnel Requirements for Rhode Island NEMT Program Administrative Functions**

**6.4.1** The Rhode Island General Manager, Rhode Island Transportation Provider Network Manager and Rhode Island Call Center Manager shall work full-time (minimum forty [40] hours per week) physically in Rhode Island and be dedicated one hundred percent (100%) to the Rhode Island Transportation Programs.

**6.4.2** Contractor shall develop teleworking policies for Key Personnel and call

center staff. The Contractor shall provide EOHHS with written policy and procedure of the methods and decision-making processes by which the Contractor determines that Rhode Island staff are eligible and qualify for telework. EOHHS may request, reject, or request for modifications to appropriate telework policies for Key Personnel and call center staff.

- 6.4.3** EOHHS reserves the right to limit, modify or terminate Contractor's telework arrangement for Key Personnel at any time. EOHHS shall provide the Contractor with thirty (30) days prior notice and/or an agreed upon adequate and sufficient notice for the termination of the Contractor's telework staffing and the requirement that all or some the Contractor's Key Personnel and call center staff must return to the central business location.

**6.4.4 Rhode Island General Manager**

- 6.4.4.1** The Rhode Island General Manager shall be responsible for the day-to-day operations of the Contractor and serve as a single-point of contact for EOHHS for all communications and requests related to the Contract.
- 6.4.4.2** The Rhode Island General Manager must avail themselves to EOHHS at any time during normal business hours to discuss any pertinent or urgent matters regarding the performance of the Contract.
- 6.4.4.3** The Rhode Island General Manager shall ensure that all deliverables are met and is authorized to escalate and resolve all implementation and operational issues.
- 6.4.4.4** The Rhode Island General Manager shall attend all oversight meetings conducted by EOHHS. The Rhode Island General Manager must agree to participate in additional meetings requests by EOHHS.
- 6.4.4.5** The Rhode Island General Manager shall have a minimum of eight (8) years' management experience, with at least three (3) of those years managing benefits and services administered through a State Medicaid or public health insurance program of equal or greater scope. If the Contractor is able to clearly demonstrate its inability to fill a role, the Contractor may in writing propose equivalent experience and/or alternative job qualifications, EOHHS may approve or reject the proposed alternative qualifications.
- 6.4.4.6** Contractor shall notify EOHHS promptly in writing of a change in Rhode Island General Manager and qualification to fulfill duties and responsibilities. EOHHS reserves the right to accept or reject Contractor

substitutions to fill role in an acting or permanent position.

#### **6.4.5 Rhode Island Transportation Provider Network Manager**

- 6.4.5.1** The Rhode Island Transportation Provider Network Manager shall be responsible for the development and management of a Transportation Provider Network that is sufficient to provide adequate access to all recipients and that complies with program timeliness and performance standards under this Agreement.
- 6.4.5.2** The Rhode Island Transportation Provider Network Manager shall ensure that the selecting, credentialing, contracting, and retention of TPs align with all Rhode Island NEMT Program, federal, state, and municipal requirements.
- 6.4.5.3** The Rhode Island Provider Network Manager shall educate Transportation Providers regarding the Contractor's policies and procedures, including appropriate claims submission requirements. The Rhode Island Transportation Provider Network Manager shall coordinate communications between the Contractor and the Transportation Providers and enable timely resolution of provider issues identified through the call center, EOHHS, MCOs, AEs or other stakeholders.
- 6.4.5.4** The Rhode Island Transportation Provider Network Manager must avail themselves to EOHHS at any time during normal business hours to discuss any pertinent or urgent matters regarding the performance of the Contract.
- 6.4.5.5** The Rhode Island Transportation Provider Network Manager shall have a minimum of four (4) years of management experience, with at least three (3) years of managing benefits or services administered through a State Medicaid or public health insurance program. If the Contractor is able to clearly demonstrate its inability to fill a role, the Contractor may in writing propose equivalent experience and/or alternative job qualifications, substitutions.
- 6.4.5.6** Contractor shall notify EOHHS of a change in Rhode Island Transportation Provider Network Manager and qualification to fulfill duties and responsibilities. EOHHS reserves the right to accept or reject Contractor substitutions to fill role in an acting or permanent position.

#### **6.4.6 Rhode Island Call Center Manager**

- 6.4.6.1** The Rhode Island Call Center Manager shall be responsible for call center functions and ensure compliance with call center performance standards, policies and procedures for scheduling and dispatching TPs, and educating member services regarding the Rhode Island NEMT Program and functions and operations related to Member Services.
- 6.4.6.2** The Rhode Island Call Center Manager shall train call center staff on program policies, services, administrative procedures, and systems to ensure that recipients, healthcare providers, and TP requests, inquiries, and issues are effectively researched and resolved.
- 6.4.6.3** The Rhode Island Call Center Manager must avail themselves to EOHHS at any time during normal business hours to discuss any pertinent or urgent matters regarding the performance of the Contract.
- 6.4.6.4** The Rhode Island Call Center Manager shall have a minimum of five (5) years management experience, with at least three (3) of those years as a call center manager. If the Contractor can demonstrate that they are unable to fill this position the Contractor may propose in writing alternative equivalent/comparable job qualifications to EOHHS, however, EOHHS may approve or reject any qualification substitutions.
- 6.4.6.5** Contractor shall notify EOHHS of a change in Rhode Island Call Center Manager and qualifications to fulfill duties and responsibilities. EOHHS reserves the right to accept or reject Contractor substitutions to fill role in an acting or permanent position.

#### **6.4.7 Other Local Key Personnel**

- 6.4.7.1** The Contractor shall employ local staff for the following functions that may be combined with approval from EOHHS. EOHHS requested Contractor to have the following positions with relevant prior work experience in the following functional areas:
  - 6.4.7.1.1** Members Services;
  - 6.4.7.1.2** Quality assurance and improvement;
  - 6.4.7.1.3** Provider network development and management supports;
  - 6.4.7.1.4** Complaint Resolution Manager;
  - 6.4.7.1.5** Member ombudsman;

**6.4.7.1.6** Health Plan Manager;

**6.4.7.1.7** Reporting; and,

**6.4.7.1.8** Program integrity, compliance and auditing.

**6.4.7.2** Other functional areas may be added to the Agreement at any time based on the needs of the Rhode Island NEMT Program by EOHHS. Such additions will be communicated to the Contractor in writing thirty (30) days prior to requested role to be filled by the Contractor. The Contractor shall reserve the right to not fill the functional area in writing to EOHHS within five (5) Business Days of notification by EOHHS. Parties shall come to a mutually agreeable solution to meet the needs of the requested functional area required by EOHHS.

**6.4.7.3** Contractor shall provide to EOHHS in writing its intention to combine or allocate positions with other contracted clients. EOHHS retains sole authority to approve or deny such requests in the best interests to the State, including at additional cost to the Contractor to ensure performance of all Contractual duties.

**6.4.7.4** EOHHS may revoke approval at any time for combined positions by the Contractor due to poor performance.

**6.4.8 Contractor's Requirements for Executive Management Functions and Executive Leadership**

**6.4.8.1** Executive Contract Management shall be available to attend meetings, legislative meetings or in-person meetings in Rhode Island, with or without notice, at no additional cost to EOHHS. If Executive Contract Management leadership cannot attend a meeting, with the prior approval of EOHHS they shall send a delegate who is knowledgeable in their content areas.

**6.4.8.2** Contractor shall notify EOHHS promptly in writing if there are any changes in Executive Contract Management leadership.

**6.4.8.3** Contractor will notify EOHHS promptly of any new personnel filling acting or permanent positions for Executive Contract Management.

**6.4.8.4 Chief Executive Officer (CEO)**

**6.4.8.4.1** The Contractor will employ a qualified individual to serve as the Chief Executive Officer (CEO). The CEO must be a full-time employee of the Contractor and hold a senior executive management position in the

Contractor's organization.

**6.4.8.4.2** The CEO must act as a liaison between the Contractor and EOHHS leadership and must be authorized and empowered to represent the Contractor on all matters pertaining to the Agreement.

**6.4.8.4.3** The CEO is responsible for:

**6.4.8.4.3.1** Ensuring performance with the terms of this Agreement, including securing and coordinating required resources;

**6.4.8.4.3.2** Receiving and responding to EOHHS inquiries and requests;

**6.4.8.4.3.3** Participating in regular CEO meetings or calls with EOHHS leadership;

**6.4.8.4.3.4** Making best efforts to promptly resolve any issues identified by the Contractor or EOHHS related to this Agreement;

**6.4.8.4.3.5** Meeting with EOHHS representatives on a periodic or as needed basis to review the Contractor's performance and resolve issues or disputes; and,

**6.4.8.4.3.6** Execution of amendments or agreements to modifications to this Agreement in an amendment.

**6.4.8.5 Chief Financial Officer (CFO)**

**6.4.8.5.1** The CFO is trained and experienced in financial management, financial accounting and financial reporting to oversee all Contractor's financial solvency for the Rhode Island NEMT Program under this Agreement.

**6.4.8.5.2** The CFO is responsible for:

**6.4.8.5.2.1** Ensuring compliance with all financial terms of this Agreement;

**6.4.8.5.2.2** Production and review of all financial reporting;

**6.4.8.5.2.3** Receiving and responding to EOHHS inquiries and requests to financial matters; and,

**6.4.8.5.2.4** Meeting with EOHHS representatives on a periodic or as needed basis to review the Contractor's performance and resolve financial issues or disputes.

**6.4.8.6 Chief Information Officer (CIO)**



**6.4.8.6.1** The CIO, or Chief Technology Officer, is trained and experienced in information systems, data processing, and data reporting to oversee all Contractor information systems including, but not limited to, establishing and maintaining connectivity with EOHHS information systems, management and oversight of Contractor information management systems, and providing necessary and timely reports to EOHHS.

**6.4.8.6.2** The CIO is responsible for:

**6.4.8.6.2.1** Ensuring compliance with all technology and operational terms of this Agreement;

**6.4.8.6.2.2** Claims payment system performance, interfacing and reporting capabilities, integrating database for trip reservation, standing orders, validity testing of encounter data;

**6.4.8.6.2.3** Receiving and responding to EOHHS inquiries and requests related to all technology or operational matters;

**6.4.8.6.2.4** Participating in regular meetings or calls with EOHHS leadership;

**6.4.8.6.2.5** Making best efforts to promptly resolve any technological or operational issues identified by the Contractor or EOHHS related to this Agreement; and,

**6.4.8.6.2.6** Meeting with EOHHS representatives on a periodic or as needed basis to review the Contractor's performance and resolve technology issues or disputes.

**6.4.8.7 Chief Compliance Officer (CCO)**

**6.4.8.7.1** The CCO, or Chief Compliance Officer, is trained and experienced in compliance matters, business processes including the development of standard operating procedures, grievances, complaint resolutions, Corrective Action Plan (CAP) development and implementation by Contractor, providing necessary and timely reports to EOHHS.

**6.4.8.7.2** The CCO is responsible for:

**6.4.8.7.2.1** Ensuring compliance with all terms of this Agreement;

**6.4.8.7.2.2** Review of standard operating procedures and implementing changes per EOHHS, federal or state law changes;

**6.4.8.7.2.3** Receiving and responding to EOHHS inquiries and requests related to all

compliance matters, including escalated member complaints or critical incidents for the Rhode Island NEMT Program;

**6.4.8.7.2.4** Participating in regular meetings or calls with EOHHS leadership;

**6.4.8.7.2.5** Making best efforts to promptly resolve any compliance issues identified by the Contractor or EOHHS related to this Agreement; and,

**6.4.8.7.2.6** Meeting with EOHHS representatives on a periodic or as needed basis to review the Contractor's performance and resolve compliance issues or disputes.

**6.4.8.8 Chief Diversity, Equity, and Inclusion Officer (DEI)**

**6.4.8.8.1** The Chief DEI Officer must report to the CEO or Director of Human Resources and is responsible for managing and overseeing the Contractor's efforts to:

**6.4.8.8.1.1** Create a diverse and inclusive workforce;

**6.4.8.8.1.2** Identify and address potential discrimination or biases in the workforce;

**6.4.8.8.1.3** Ensure compliance with yearly workforce trainings, such as anti-bias, anti-racist, sexual harassment, and health inequities training;

**6.4.8.8.1.4** Launch initiatives to change culture;

**6.4.8.8.1.5** Create a supportive environment for underrepresented members of the organization;

**6.4.8.8.1.6** Support cultural competency training for staff and subcontractors to ensure equitable delivery of transportation services for vulnerable Rhode Island populations;

**6.4.8.8.1.7** Understand transportation as a social determinant of health to support coordinate with other health care delivery actors to mitigate barriers to transportation services; and,

**6.4.8.8.1.8** Develop, execute, and monitor compliance with a comprehensive Strategic Health Equity, Diversity and Inclusion Plan.

**6.4.8.8.2** The Chief DEI Officer will serve as a leader in the organization and has primary responsibility for:

**6.4.8.8.2.1** Submitting the Strategic Diversity and Inclusion Plan to EOHHS during

Readiness Review, then annual reports describing Plan activities and outcomes;

**6.4.8.8.2.2** Developing training programs for staff; and,

**6.4.8.8.2.3** Reviewing and assessing the impact and effectiveness of diversity and inclusion programs.

## **6.5 Exceptions to Staffing Requirements**

**6.5.1** Requests for exceptions to mandatory staffing requirements, including Key Personnel changes, must be submitted in writing to EOHHS for prior approval.

**6.5.2** The Contractor shall address the reasons for the request to change the requirements, the organization's ability to furnish services as contractually required with the exception in place, and duration of the exception period requested.

**6.5.3** EOHHS reserves the right to deny or revoke approved staffing exceptions at any time during the Agreement based on the performance of the Contractor to fulfill staffing duties.

## **6.6 Contractor's Key Personnel Conduct**

**6.6.1** The Contractor must provide a program of the Contractor's key personnel prior to having public contact or answering scheduling lines for call center staff.

**6.6.2** Training shall be sensitive to the sensitivity components dealing with:

**6.6.2.1** Aged and disabled persons;

**6.6.2.2** Multicultural contacts;

**6.6.2.3** Handling hostile callers;

**6.6.2.4** Public contact; and,

**6.6.2.5** Communicating with hearing or speech-impaired individuals.

**6.6.3** Any rudeness by Key Personnel or call center staff to recipients, the public or government officials must immediately be corrected by the Contractor.

**6.6.4** Service personnel, including call center staff, must be trained and knowledgeable in all aspects of the transportation operations, including

Contractor reservation procedures and basic supports related to Member Services.

- 6.6.5** The Contractor shall provide a written comprehensive Training Plan for all service personnel. The Training Plan shall be provided during Contract Readiness for review by EOHHS.
- 6.6.6** Any changes to the Training Plan must be submitted to EOHHS no later than thirty (30) days prior to requested implementation.

## **6.7 Administrative Office Requirements**

- 6.7.1** The Contractor shall have a non-residential administrative office or “central business office” located within the State of Rhode Island that is close to the EOHHS office in the Pastore Complex, Cranston, Rhode Island.
- 6.7.2** The administrative office may be co-located with the Call Center or other key operational functions of the Contractor.
- 6.7.3** This office must be open to conduct the general administration functions of the Contractor during normal business hours 7:00 A.M. – 6:00 P.M. EST, except on legal state holidays.
- 6.7.4** The General Manager of the contract must perform work duties from the central business office.
- 6.7.5** The Contractor must provide a separate administrative telephone number that will enable EOHHS staff to reach the General Manager directly, without going through other office staff.
- 6.7.6** The call center must be co-located with the Administrative Office.
- 6.7.7** All documentation must reflect the Contractor’s Rhode Island Street address, local and toll-free telephone number.
- 6.7.8** The Contractor must have the capacity to send and receive facsimiles at the central business office at all times.
- 6.7.9** The Contractor’s central office must be equipped with an adequate high-speed Internet connection.
- 6.7.10** The Contractor must also have the capacity to reproduce documents upon request at no cost to EOHHS and in EOHHS’ preferred format and delivery method.

## **6.8 Independent Contractor**

- 6.8.1** The Contractor will be engaged as an independent contractor of the State of Rhode Island. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Contractor and its Representatives will not hold themselves out as, nor claim to be, officers or employees of EOHHS or the State.
- 6.8.2** The Contractor and its Representatives may not act as agent for, or on behalf of, the State or to bind the State in any manner.
- 6.8.3** The State must issue an IRS Form 1099 reflecting the Contractor's compensation and will not be responsible for federal, state, or local taxes derived from the Contractor's net income or for the withholding or payment of any federal, state, and local income, and other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to the Contractor.
- 6.8.4** The Contractor and its Representatives will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of the State.

## **7 Contractor Transportation Provider (TP) Network Requirements**

### **7.1 General Requirements**

- 7.1.1** The Contractor shall establish a TP Network with adequate numbers and types of vehicles and drivers in each city or county required to deliver services to recipients throughout the State of Rhode Island and Rhode Island Border Communities.
- 7.1.2** The Contractor shall implement, operate, and maintain an adequate network of contracted TPs that meet quality of service delivery, safety and performance expectations.
- 7.1.3** The Contractor shall not allow TPs to self-select trips without approval from EOHHS. A plan should be submitted for review during readiness and on an annual basis thereafter.
- 7.1.4** The Contractor shall document its TP selection criteria and procedures to verify the financial and operational stability of all selected TPs.
- 7.1.5** The Contractor shall maintain, in detail, contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late, inoperable, or is otherwise unavailable for service. Contingency plans shall be provided to EOHHS during Contract Readiness and reviewed annually.
- 7.1.6** The Contractor shall maintain procedures to ensure vehicle availability is adequate to fulfill the required standards of promptness and minimal ride time. Total ride time for any single rider shall not exceed sixty (60) minutes per leg.
- 7.1.7** The Contractor shall be responsible for identifying, recruiting, and negotiating sufficient service agreements with TPs to meet the needs of transportation recipients.
- 7.1.8** The Contractor shall establish a robust TP network to ensure that recipients in the local community are well served, including developing a competitive marketplace that has a variety of TPs for each mode of transportation, including local communities that may have limited public transportation access.
- 7.1.9** EOHHS reserves the right to direct the Contractor to terminate any service agreement with a TP when EOHHS determines this to be in the best interest of the State or poses a risk to the health and safety of members in the Rhode

Island NEMT Program.

## **7.2 Transportation Provider Contract Requirements**

- 7.2.1** The Contractor shall submit a Model Transportation Provider Contract to EOHHS during Readiness Review for approval. The Contractor shall also submit new/or revised model transportation provider contracts to EOHHS approval prior to the execution with TPs.
- 7.2.2** EOHHS reserves the right to modify the TP model contract terms at any time based on the best interest of the Rhode Island NEMT Program or changes in federal, State local law or an interest of public safety.
- 7.2.3** All contracts must be in writing with TPs.
- 7.2.4** TP Contracts shall include at a minimum the following terms and conditions:
  - 7.2.4.1** Include all pertinent portions of this Agreement within TP Contract related to TP, driver and vehicle requirements;
  - 7.2.4.2** State clearly the duties of the TP, including services and activities covered under the Rhode Island NEMT Program;
  - 7.2.4.3** Contain language that TPs shall have the following terms and conditions regarding the use of Member information:
    - 7.2.4.3.1** That only the minimal information necessary to provide services shall be required of members; and,
    - 7.2.4.3.2** That any member information gained shall be protected from unauthorized disclosure, to assure confidentiality of member information and medical records in compliance with HIPPA and any other state or federal disclosure requirement.
  - 7.2.4.4** Identify the parties to the TP Contract (e.g., Name, Address, Type of Organization) and identify their legal basis to conduct business in the State of Rhode Island;
  - 7.2.4.5** Trip scheduling assignment procedures and trip assignment algorithm criteria;
  - 7.2.4.6** Contain language that requires TPs to have procedures in place for the prevention, detection, and reporting of suspected fraud, waste and abuse;

- 7.2.4.7** Describe the TP payment method, including applicable rates, and the specified rate time period;
- 7.2.4.8** Require the TP remit amount due to transportation drivers and TP staff timely;
- 7.2.4.9** Include requirements that each TP must maintain sufficient liability insurance to meet the requirements of Rhode Island State law and the Terms and Conditions of this Agreement regarding insurance coverage;
- 7.2.4.10** Comply with employer liability, worker's compensation, unemployment insurance, social security, and any other state taxes;
- 7.2.4.11** Provide EOHHS access to information and records for ten (10) years following the expiration or termination of TP contracts, sufficient to document services provided under this Agreement including billing and accounting information and other record retention policies;
- 7.2.4.12** Prohibit TPs from seeking payment from EOHHS, the State of Rhode Island, Rhode Island NEMT members, or any other Contractor service provider, for services performed under this Agreement;
- 7.2.4.13** Prohibit TPs from offering any payment or other form of remuneration including kickback, rate, cash, gifts, or service in kind to the Contractor to influence referrals or subcontracting for transportation provided to members. See [42 C.F.R. § Section 170.](#);
- 7.2.4.14** Require the TP to return within thirty (30) days of discovery either by the Contractor, TP, or EOHHS all payments for trips delivered by an unauthorized driver, vehicle or to a non-covered service;
- 7.2.4.15** Specify the terms and conditions that the Contractor can revoke the agreement and outlines reasons for a revocation of the agreement;
- 7.2.4.16** That the TP Manual has been read and that the TP understands and will comply with Program rules and regulations;
- 7.2.4.17** Require the TP to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activities to be performed under this Agreement; and,
- 7.2.4.18** Require the TP to comply with all Quality Assurance activities of the Contractor, EOHHS or contracted third-party of EOHHS.



- 7.2.5** Other program requirements contained within this Agreement shall be included in this TP contract by the Contractor to promote program compliance, member safety or other requirements by the Contractor.

### **7.3 Contract Negotiations with Transportation Providers**

- 7.3.1** The Contractor shall document its process for negotiating contracts with TPs in policies and procedures.
- 7.3.2** Contractor must negotiate in good faith with TPs. Contractor negotiation processes, including negotiation timeframes, shall be documented in a policy and procedure submitted to EOHHS during Contract Readiness and may be amended thereafter.
- 7.3.3** Contractor may not make any agreements with TPs for NEMT services that promote anticompetitive business practices, including Contractor guarantees in ridership offered to TPs, business practices that limit member choice, coerce members to use a particular TP or decrease quality of service delivery. Anticompetitive practices by TPs or the Contractor shall be reported to EOHHS and the Rhode Island Department of Business Regulation promptly.
- 7.3.4** Contractor must negotiate and enter into an Agreement with any TP who is willing and able to meet program requirements.
- 7.3.5** Contractor may not negotiate an Agreement with TP who has been previously terminated for noncompliance with program requirements.
- 7.3.6** Contractor shall have policies and procedure for TPs who have been suspended from the program and wish to reenter the program, including length of 'cooling off periods,' if applicable. Policy shall be approved by EOHHS during Contract Readiness and shall not preclude any federal or state laws regarding debarred or terminated health care providers or other legal exclusions.
- 7.3.7** Contractor must assure all transportation provider contracts are signed and executed prior to transporting members;
- 7.3.8** The Contractor must fully disclose all names of the TPs and provide evidence that all transportation needs will be met on Operational Start Date of Agreement;
- 7.3.9** Contractor must contract with only TPs that are licensed and meet all insurance requirements;
- 7.3.10** Contractor must verify any issue regarding any TPs being debarred and their process for background criminal checks for their employees;

- 7.3.11** Contractor must have a signed BAA with any TP who has access to PHI;
- 7.3.12** The Contractor shall not contract with any TP with which it has a prohibited financial relationship as described at [45 C.F.R. § 440.170](#);
- 7.3.13** Contractor must ensure and monitor TP's compliance with all recipient protections, including reporting suspected forms of abuse through appropriate mandated reporting channels;
- 7.3.14** The Contractor shall have a written plan for oversight and monitoring TPs performance and compliance. Monitoring will include provisions for assessing Corrective Action Plans, monetary penalties or payment withholds, up to and including TP termination;
- 7.3.15** The Contractor may not discriminate in the participation, reimbursement, or indemnification of any TP who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.
- 7.3.16** If Contractor declines to include individual or groups of providers in its provider network, it must give the affected providers written notice of the reason for its decision.
- 7.3.17** The Contractor may not discriminate against the inclusion of eligible TPs based on religion, ethnicity, spoken language, sex, gender identity.
- 7.3.18** The Contractor may not refuse to negotiate with a TP that it has suspended from its network due to a contract dispute during contract renewal.
- 7.3.19** The Contractor shall maintain and make available all documentation for review by EOHHS staff on all TP contracts, including terminated contracts, not limited to each TP's business organizations, business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, payment rate structure, and all other relevant documentation upon request. Documentation production, including request for original documentation, shall be provided to EOHHS at no cost and within requested timeframes.
- 7.3.20** The Contractor shall develop and implement a plan to monitor contracted TPs to ensure compliance with the terms of their contracts.
- 7.3.21** The HIPAA Privacy Rule requires that the Contractor obtain signed statement of HIPAA compliance from all contracted TPs.
- 7.3.22** The Contractor must notify EOHHS within five (5) business days of any TP

placed on corrective action(s) or performance improvement plans (PIP) and maintain written documentation of CAP or PIP. EOHHS has the right to review such plans and steps to remediate issue of non-compliance.

- 7.3.23** The Contractor must terminate a service agreement with a TP when unacceptable performance, as determined by EOHHS in its sole discretion, is identified or the TP has failed to take satisfactory corrective action within a reasonable time period not to exceed (30) thirty days from the date of notice of the unacceptable performance.
- 7.3.24** Contractor must execute a written agreement with TPs that specifies the Contractor's right to revoke the agreement and outlines reasons for a revocation of the agreement.
- 7.3.25** Contractor shall indemnify and hold EOHHS harmless as against any claim for damages or losses arising from services rendered by TPs in connection with the performance of this Agreement.
- 7.3.26** The Contractor shall give the State immediate notice in writing, by certified or electronic mail, of any action or suit filed and of any claim made against the Contractor or Transportation Provider that, in the opinion of the Contractor, may result in litigation related in any way to the Agreement with EOHHS.
- 7.3.27** The Contractor shall only renew a TP contract after an annual review that meets Contractor's previous year's performance standards on complaints per trip and missed trip percentage rates.
  - 7.3.27.1** Contractor must inform TP of performance standards in writing within their agreement.
  - 7.3.27.2** TP shall be afforded an opportunity to remedy their performance with cooperation by the Contractor, including opportunities to remedy deficiencies through performance improvement plans (PIPs), Contractor oversight of TP or other supports requested of the TP of the Contractor.
  - 7.3.27.3** Contractor may evaluate TP performance and decide during annual review if the TP's contract shall be renewed.
- 7.3.28** Contractor is responsible for performance of all duties under this Contract and the State will consider the Contractor to be the sole point of contact regarding contractual matters if a TP dispute arises.
- 7.3.29** TPs are liable for any damaged or lost member property that occurs during transfer and transit. TP's liability includes, but is not limited to, replacement,

in part or in full of damaged property, return or replace lost items. Contractor shall be responsible if TP does not remedy or replace lost or broken property to member.

#### **7.4 Contractor Transportation Provider Network Adequacy Requirements**

**7.4.1** The Contractor must ensure its Transportation Provider Network meets the following network adequacy requirements:

- 7.4.1.1** Provide quality transportation service delivery to members;
- 7.4.1.2** Ensure TPs are willing and able to serve all recipients, including those with physical and mental disabilities;
- 7.4.1.3** Establish and incentivize a comprehensive transportation network that ensures that all recipients are served equally throughout the State;
- 7.4.1.4** Address TPs' challenges working in diverse home and geographical environments, including rural and underserved communities within Rhode Island;
- 7.4.1.5** Identify gaps in network and implement plans to correct noted deficiency timely;
- 7.4.1.6** Collaborate and communicate with the MCOs and AEs to provide safe, timely and coordinated transportation for Medicaid members;
- 7.4.1.7** Focus on program integrity, fraud, waste and abuse prevention and detection; and,
- 7.4.1.8** Develop policies and procedures for authorizing, scheduling, managing, and making timely payment for transportation services.

**7.4.2** Contractor should develop contingency plans if a TP's vehicle fleet is no longer operable or during times of high member demand. Contractor must have contingency plans for time during peak travel, national holidays, increased requests for vacation time off for TPs and drivers, or other events that cause a change in the Contractor's network adequacy.

**7.4.3** If the Contractor or EOHHS identifies insufficient transportation resources in a region, the Contractor shall develop and implement a TP recruitment plan to develop sufficient resources to meet the transportation needs of members within ten (10) days.

- 7.4.4** Contractor is responsible for developing a Transportation Provider Network Adequacy Plan required during Contract Readiness and to be updated annually or upon request. Plan shall be evaluated in conjunction with Contractor's annual Quality Assurance Plan; EOHHS may share this plan with EOHHS' contracted EQRO or third-party as part of EOHHS' quality assurance monitoring and oversight of Contractor.
- 7.4.5** The Contractor is responsible for ensuring network adequacy at all times during the contract and must recruit TPs to meet member transportation needs, including any unplanned changes in member enrollment that require additional TPs to be added to the network.
- 7.4.6** EOHHS reserves the right to develop additional transportation network adequacy standards, including new or revised performance standards or liquidated damages. Contractor shall be required to comply within thirty (30) days upon request by EOHHS.

## **7.5 Provider Terminations and Network Changes**

- 7.5.1** In accordance with the EOHHS requirements, the Contractor will provide EOHHS prompt written notice of any actions undertaken to terminate or suspend a Network Provider due to Fraud, Waste, Abuse, or quality or Program Integrity concerns.
- 7.5.2** The Contractor must create written policies and procedures to address any Network Provider terminations and any changes to the Network that negatively impact Network composition or Members' ability to access transportation to covered services.
- 7.5.3** These policies and procedures must comply with EOHHS' Provider Terminations and Network Changes Policy.

## **7.6 Transportation Provider Network Development Plan**

- 7.6.1** The Contractor will develop and maintain a TP Network Development Plan that contains at a minimum the following elements:
  - 7.6.1.1** Addresses continuous recruitment and retention of new TP;
  - 7.6.1.2** Considers the importance of developing a diverse TP Network that reflects the demographics and language preferences of the population served and has the capacity to provide services in a culturally competent manner to all Members;

- 7.6.1.3** Monitors Network adequacy against the standards set forth in this Agreement and the needs of members;
- 7.6.1.4** Includes strategies to address identified gaps when Network adequacy falls below standards or is inadequate to meet Members' needs; and,
- 7.6.1.5** Allow Members to choose their preferred Network Providers to the extent possible.

## **7.7 Network Considerations**

- 7.7.1** In establishing and maintaining the network, the Contractor will consider the following:
  - 7.7.1.1** Anticipated number of Members enrolled with Contractor.
  - 7.7.1.2** The characteristic and health care needs of specific Medicaid populations including children, adults, medically underserved beneficiaries, children and adults with serious chronic and/or complex health conditions, physical and/or mental disabilities and persons with Limited English Proficiency.
  - 7.7.1.3** Geographic location of TPs and Members, considering distance, travel time, the means of transportation ordinarily used by Members, and whether the location provides physical access for Members with disabilities.
  - 7.7.1.4** Ability of Network Providers to communicate with Members with Limited English Proficiency in their preferred language and provide Culturally competent services to all Members regardless of race, ethnicity, gender, or background.
  - 7.7.1.5** Ability of Network Providers to support the health and wellness of people with disabilities through their disability knowledge, experience, and expertise.
  - 7.7.1.6** Financial solvency and reliability of TP.

## **7.8 Contractor's Trip Assignment Algorithm to Transportation Providers**

- 7.8.1** The Contractor shall employ a trip assignment algorithm to assign trips to TPs.
- 7.8.2** The algorithm shall be provided to EOHHS during Contract Readiness and may be reviewed by EOHHS at any time. Contractor shall implement any changes to algorithm within sixty (60) days.

**7.8.2.1** Contractor is responsible for any costs associated with modifying algorithm to meet EOHHS' specifications.

**7.8.3** Algorithm shall meet the following hierarchical criteria, at a minimum:

**7.8.3.1** Appropriate vehicle to meet member's needs;

**7.8.3.2** Member preferences for a preferred TP or requests to not have a particular TP;

**7.8.3.3** A facility request for a TP based on previous professional working relationship;

**7.8.3.4** TPs capacity to complete trip, such as availability of in-service vehicles or driver availability;

**7.8.3.5** Geographic distribution including Rhode Island specific terrain for trips to be safely complete trips on a manifest;

**7.8.3.6** Quality of service provided by TP, including previous complaints, on-time or previous driving safety performance; and,

**7.8.3.7** Equitable distribution for default trips and random assignment among TPs within a region.

**7.8.4** Contractor may add additional criteria to algorithm. Contractor must receive approval from EOHHS before implementing additional or revised criteria.

**7.8.5** Contractor shall describe trip assignment algorithm and trip assignment criteria in TP Contract.

**7.8.6** Contractor shall not diminish trip assignment to a TP based on grievances against the Contractor and shall not retaliate in any way that would limit trips based on grievances against Contractor. Contractor shall not modify the algorithm based on poor working relationship as a form of retaliation or discrimination against a TP.

**7.8.7** Contractor is responsible for compliance with algorithm at all times during Agreement. EOHHS may request reports at any time to review compliance with trip assignment algorithm standards.

## **7.9 Transportation Provider Performance Dashboard**

**7.9.1** After year one (1) of the Operational Start Date of this Agreement, the Contractor

shall have implemented a public web-based facing dashboard regarding TP performance and member satisfaction.

**7.9.2** Transportation Provider Performance Dashboard shall be at a minimum updated by the Contractor on a quarterly basis.

**7.9.3** Performance shall include the following data and metrics:

**7.9.3.1** Name of TP providing NEMT services under this Agreement;

**7.9.3.2** Spoken languages of drivers affiliated with TP;

**7.9.3.3** Location(s) or region(s) that the TP primary serves in Rhode Island;

**7.9.3.4** Specialized trainings or credentials the TP has completed;

**7.9.3.5** Number of drivers authorized to provide transportation services, by TP;

**7.9.3.6** Vehicle fleet and number of vehicles served through the Rhode Island NEMT Program, including average age of fleet, by TP;

**7.9.3.7** On-time performance, by TP;

**7.9.3.8** Driving history and safety record, by TP;

**7.9.3.9** Number of member complaints or grievances, by TP;

**7.9.3.10** Aggregate report card score of overall performance and quality satisfaction with Rhode Island NEMT Program Requirements.

**7.9.4** Contractor may add additional metrics to dashboard it deems necessary to promote member safety, satisfaction and program transparency of transportation services related to TP performance standards. EOHHS must approve any additional metrics and methodology before Contractor implements Transportation Provider Performance Dashboard.

**7.9.5** EOHHS can modify dashboard development methodology, including removal or addition of metrics, at any time. The Contractor must implement changes timely.

**7.9.6** No recipient specific information, specific details related to critical incidents that would identify the member related to a critical incident shall be disclosed in the performance dashboard.

**7.9.7** A TP has the right to appeal information or data shared on the performance dashboard with the Contractor. Contractor must respond timely to TP disputes



arising from the publication of reports. The Contractor shall be the final arbiter in any disputes.

- 7.9.8** EOHHS shall not be an involved party regarding any disputes or litigation regarding public disclosure of TP performance through the performance dashboard, including loss of business due to the public becoming aware of poor performance.
- 7.9.9** For good cause the Contractor may request an exclusion of certain TPs from the dashboard to EOHHS before publication.
- 7.9.10** EOHHS reserves the right to delay or remove the requirements for this Section at any time. The Contractor can request a formal delay in writing to EOHHS no later than ninety (90) days before the go-live date of the dashboard.
- 7.9.11** EOHHS can evaluate if this Contract requirement can be combined with Contract report cards specified in Section 25, "EOHHS and Contractor Oversight Requirements."

#### **7.10 Transportation Provider Fee Schedule and Driver Payment Methodology Requirements**

- 7.10.1** The Contractor's payments to TPs shall be sufficient to support efficiency, economy and quality of care, and ensure member safety to enlist enough TPs to ensure members' access to Covered Services.
- 7.10.2** The Contractor shall include in the Transportation Provider contracts a standard fee schedule that reflects a single set of standardized TP rates that shall apply to all TP contracts.
- 7.10.3** Contractor shall propose a standard rate methodology based on Contractor's RFQ Proposal. Methodology must be approved by EOHHS and then approved annually by EOHHS.
- 7.10.4** Contractor must develop standard transportation rate fee schedule detailed to include all the elements that must be considered to operate the Rhode Island NEMT Program, such as:
  - 7.10.4.1** Geographical locations such as underserved or rural areas of the State;
  - 7.10.4.2** Time of day;
  - 7.10.4.3** Mode of travel;
  - 7.10.4.4** Multi-loading;

- 7.10.4.5** The urgency of an individual trip, or any other factors that the Contractor must consider.
- 7.10.5** If TP reimbursement is based on a rate per mile, the Contractor shall utilize an industry standard commercial software program approved by EOHHS for trip planning. The software must demonstrate the ability to make an accurate determination of the street or road mileage to the member's destination. In the TP Provider Manual, the Contractor must have a written explanation of how mileage is calculated and how disagreements over mileage will be resolved.
- 7.10.6** With the prior approval of EOHHS the Contractor shall at a minimum annually review and/or update the TP fee schedule.
- 7.10.7** Contractor may deviate from the TP fee schedule, if necessary, to transport members in special or unique cases or circumstances. Deviations from the TP fee schedule in such special or unique circumstances shall be approved in advance by EOHHS and shall be based upon EOHHS reviewed and approved policies and procedures.
- 7.10.8** Contractor may adjust rate schedule price adjustments upward from the standardized rates, but not downward. Requests for downward adjustment must be made in writing to EOHHS for approval prior to change. Contractor must demonstrate risk to the financial solvency of the program if EOHHS does not approve the modification to the fee schedule.
- 7.10.9** The Contractor shall post all TP rate fee schedules on their Rhode Island dedicated website to ensure reimbursement transparency. TP fee schedules shall be easily accessible on the website for TPs. The Contractor's Webpage shall not be password protected.
- 7.10.10** The Contractor must notify EOHHS prior to any changes made to transportation reimbursement rates, changes in provider fee schedule methodology, and Contractor's responsibility to ensure network adequacy based on proposed fee schedule methodology changes. EOHHS retains the right to approve or reject changes in methodology.
- 7.10.11** Contractor must reasonably manage risk to ensure program solvency as required in this Agreement and shall implement risk mitigation safeguards.
- 7.10.12** The Contractor will ensure that the TPs will not reimburse, pay, or allow payment to drivers on a basis other than the standardized driver payment methodology, approved by EOHHS prior to the Operational Start Date.
- 7.10.12.1** Any other method of reimbursement, payment, or allowance to drivers for

services rendered under this Agreement, such as per member transported, total miles driven, or any other method not approved by EOHHS, is prohibited. This provision must be included in all TP contracts.

**7.10.12.2** EOHHS may request the Contractor to modify the driver payment methodology at any time based on EOHHS' evaluation of the best interest of the Program.

**7.10.13** If the Contractor decides to implement an incentive program for contracted TPs, they shall present the terms of the proposed incentive program to EOHHS. Incentive plan requests to EOHHS must provide a detailed description of the proposed incentive program, including how to fund the incentive program, the type of incentive, and frequency of incentive. EOHHS shall request additional information and reporting information regarding incentive program. Incentives must be afforded to all TPs who are willing and able to perform goals related to the incentive.

## **7.11 Pick-Up and Delivery Standards**

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

**7.11.1.1** Arrival on-time for scheduled pick-up shall be a standard practice. Arrival before schedule pick-up time is permitted; however, a member shall not be required to board the vehicle before the scheduled pick-up time. The TP is not required to wait more than ten (10) minutes after the scheduled pick-up time. TP shall inform the member via a phone call or text message that they are outside or will be leaving if the member is not ready for transport.

**7.11.1.2** Ensure that members are transported to and from their appointments on time. Members are to be advised of pick-up 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 will-call return pick-up from an appointment, the vehicle shall arrive within forty-five (45) from time of notification.

**7.11.1.3** In multiple-load situations, ensure that no 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 destination.

**7.11.1.4** Driver shall deliver members to their destinations on time for the scheduled appointments following all safety laws (e.g., speeding,

aggressive driving, or unsafe driving practices).

**7.11.1.5** Late arrival will be reported to the dispatcher/TP for the purpose of notifying the health care facility of the late arrival.

**7.11.1.6** Trips will be monitored to ensure members are delivered to their homes in timely matter from appointments; and,

**7.11.1.7** If a delay occurs during picking-up scheduled members, the dispatcher must contact proposed riders at their pick-up points to inform them of the delay in arrival of vehicle and related schedule. The TP must advise scheduled riders of alternative pick-up arrangements when appropriate.

**7.11.1.8** The Contractor shall have procedures in place to ensure that the vehicle availability is adequate to fulfill standard of promptness.

**7.11.1.9** Contractor must comply with the following Performance Standards:

**7.11.1.9.1** Contractor shall ensure that trips are assigned in advance to a TP. Total number of Transportation Provider Turn-Backs must be equal to or less than four percent (4%) per month for trips that occur that day.

**7.11.1.10** Total Number of Transportation Provider trip no shows will be equal to or less than point thirty-three percent (.33%) per month of all trips scheduled/assigned a confirmation number. A Turn- Back shall not be counted as a Vendor No Show.

**7.11.2** Contractor shall comply with the following Performance Goal:

**7.11.2.1** No more than four percent (4%) 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 four percent (4%).

## **8 Transportation Provider Credentialing and Vehicle Requirements**

### **8.1 General Requirements**

- 8.1.1** The Contractor must maintain a robust electronic documentation management and credentialing system to ensure all drivers and vehicles providing transportation services under this Agreement meeting at least the minimum requirements listed in this Section.
- 8.1.2** Vehicle requirements shall be included in all contracts with TPs.
- 8.1.3** With prior approval from EOHHS, the Contractor may establish additional, non-conflicting requirements for drivers and vehicles, but must be approved by EOHHS prior to implementation.
- 8.1.4** EOHHS reserves the right to direct the Contractor to terminate any transportation provider or driver at EOHHS' sole discretion and shall hold EOHHS harmless.
- 8.1.5** The Contractor must ensure TP owners, drivers, and employees are not debarred, suspended, or otherwise excluded from participating in procurement activities under sections 1128(a)(1), 1932(d)(1) and [42 C.F.R. § 438.610](#) at the time of hire and reviewed thereafter in compliance with this Agreement.
- 8.1.6** The Contractor shall not contract with any TP, including business owners, drivers or affiliates, that have been debarred, suspended, or otherwise lawfully prohibited from participating in any federal healthcare programs.
- 8.1.7** The contract shall screen any TPs and retain documentation of screening to determine whether they have been excluded from participation in federal healthcare programs utilizing, at a minimum, the following website:
  - 8.1.7.1** Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE);
  - 8.1.7.2** Rhode Department of Health List of Debarred Providers;
  - 8.1.7.3** The System of Award Management (SAM);
  - 8.1.7.4** Other applicable sites determined by EOHHS.
- 8.1.8** EOHHS reserves the right to add or remove additional credentialing requirements in conformance to changes in federal, state law or in the interest of member safety.

## **8.2 Contractor Responsibilities for Transportation Provider Credentialing**

- 8.2.1** Contractor must ensure that all vehicles and drivers comply with the applicable laws, regulations, and ordinances of federal, state, and local agencies in the jurisdictions in which they operate, including public motor vehicle and taxicab authorities under the Rhode Island Public Utilities Commission (PUC) and ambulance authorities under the Rhode Island Department of Health (RIDOH).
- 8.2.2** Contractor must ensure all contracted TP vehicles/drivers have operational advanced vehicle location (AVL) capabilities by Operational Start Date and AVL systems and are operational at all times required by the Contractor for safe transport of the member.
- 8.2.3** Contractor must provide all contracted TPs with a copy of the Americans with Disabilities Act (ADA) vehicle requirements and inspect vehicles for compliance. Vehicles shall comply with the ADA Accessibility Specifications for Transportation vehicles, 49 C.F.R. § Part 38, Subparts A and B. Vehicles must comply with applicable ADA vehicle requirements to be approved for use under this program.
- 8.2.4** Contractor must obtain and keep on file copies of required permits and licenses from the municipalities in which the contracted TP operates.
- 8.2.5** Ensure that all contracted TPs maintain a physical address in Rhode Island, are registered with the Rhode Island Secretary of State and maintain sufficient liability insurance as required by Rhode Island law and regulations.
- 8.2.6** Contractor must suspend from service or terminate a TP whose credentials have expired.

## **8.3 Transportation Provider Driver Conduct Standards and Requirements**

- 8.3.1** The Contractor shall ensure that all contracted drivers always act in a professional manner, and are licensed, qualified, competent and courteous.
- 8.3.2** Contractor is responsible that drivers meet the following requirements:
  - 8.3.2.1** Drivers, at all times during their employment, shall be at least eighteen (18) years of age and have a current and valid driver's license to operate the transportation vehicle to which they are assigned;
  - 8.3.2.2** Drivers shall not have a driver's license suspension or revocation for moving traffic violations within the previous five (5) years;

- 8.3.2.3** Drivers shall not have been convicted of any felony or misdemeanor related to health care fraud, patient abuse, child abuse, elderly abuse, criminal domestic violence, or criminal and/or sexual misconduct. A driver cannot be on any state or federal Sex Offender Registry within the last ten (10) years, drivers shall not have been convicted of any other felony crime within the last ten (10) years;
- 8.3.2.4** Drivers shall not have been convicted of any misdemeanor crimes for theft, embezzlement, breach of fiduciary responsibility, other financial misconduct, domestic violence, assault and battery, drugs, or weapons charges;
- 8.3.2.5** Interact in a professional manner. This includes at a minimum protecting member confidentiality, avoiding offensive language/topics, maintaining an appropriate professional relationship, and treatment members with respect and dignity;
- 8.3.2.6** All contracted TPs shall implement a verifiable five (5) panel drug-testing program for drivers. Pre-employment, post-accident, and random drug screens covering more than twenty-five percent (25%) of the drivers each year shall be mandatory;
- 8.3.2.7** All contracted drivers must have their PUC identification visible during operation of their vehicle;
- 8.3.2.8** All drivers shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance;
- 8.3.2.9** No driver shall be under the influence of or use alcohol, narcotics, or illegal drugs while on duty. No driver shall use prescription or nonprescription medications or other substances that may impair the driver's ability to perform while on duty;
- 8.3.2.10** All drivers shall wear and have a visible nametag, with photograph identification, that is easily readable and identifies the employee and the employer. The driver shall show the nametag to the recipient or facility employee upon arrival to pick up the recipient;
- 8.3.2.11** With the exception of drivers for on-demand ride share transportation providers, such as *Uber* or *Lyft*, drivers are required to affix the EOHHS Transportation Broker sign to the side of the vehicle when in use for the transportation of recipients identified in the contract;
- 8.3.2.12** Drivers shall not smoke, including e-cigarettes, vaping and non-

combustible alternative tobacco product, tobacco of any kind while in the vehicle, while assisting a recipient or while in the presence of any recipient;

- 8.3.2.13** Eating is prohibited in all vehicles while transporting recipients;
- 8.3.2.14** Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones if this is the TP's communication device;
- 8.3.2.15** Drivers shall not text or use a computer/tablet while driving;
- 8.3.2.16** For door-to-door and door-through-door level of service, drivers shall identify themselves, show their identification and announce their presence at the entrance of the facility or residence;
- 8.3.2.17** For door-to-door and door-through-door level of service, TP shall be respectful to all facility staff and abide by facility rules and policies when entering and exiting a facility;
- 8.3.2.18** Drivers shall assist recipients in the process of being seated and confirm that all seat belts are fastened properly;
- 8.3.2.19** Drivers shall ensure recipients in wheelchairs are properly secured to the vehicle and/or wheelchairs are properly secured within vehicle prior to departure and at all times during transit;
- 8.3.2.20** Drivers shall ensure that children are secured in a child safety seat compliant with the RI Department of Public Safety Transportation guidelines for infant and child safety seats, as necessary;
  - 8.3.2.20.1** An adult escort is responsible for providing the child car seat(s);
- 8.3.2.21** Drivers ensure U.S. Department of Transportation-approved age-appropriate child restraint system (car/booster seat) is being utilized prior to departure and at all times while in transit;
- 8.3.2.22** Drivers shall provide necessary assistance, support, and verbal instructions to passengers. Such assistance shall include whatever is necessary for recipients with limited mobility as well as movement and storage of mobility aids and wheelchairs;
- 8.3.2.23** Before departing the drop-off point, drivers shall confirm that the recipients are safely inside their destination;
- 8.3.2.24** Drivers shall not solicit or accept money (except for co-pay requirements



for the ETP), goods or additional business from recipients;

- 8.3.2.25** Drivers shall not make sexually explicit or explicit comments, or solicit sexual favors, or engage in sexual activity. Drivers shall not respond to or encourage such behavior or language;
- 8.3.2.26** Drivers shall not give food or beverages to Members;
- 8.3.2.27** Drivers shall be responsible for passenger's personal items during transit;
- 8.3.2.28** Driver shall not attempt to influence or restrain Members, their families/guardians, attendant, escort, or medical providers from making complaints or reports regarding transportation provider. This includes refusing to give contact information;
- 8.3.2.29** Drivers shall not attempt to influence members, their families/guardians, attendant, escort, or medical providers to obtain additional business;
- 8.3.2.30** Drivers shall not contact the member, their family/guardian, attendant, or escort for any purpose other than necessary for completing the assigned trip;
- 8.3.2.31** Drivers shall not transport non-Medicaid Members at the same time as a Medicaid or ETP members during scheduled NEMT trips (i.e., private pay);
- 8.3.2.32** Drivers shall not transport adult non-relative/guardian/escorts with children with an unrelated/unconnected adult Medicaid member;
- 8.3.2.33** Drivers shall be familiar with the streets and highways of the areas in which they are transporting members; and,
- 8.3.2.34** Drivers shall follow company and Contractor guidelines for HIPAA compliance by keeping all recipients' protected health information (PHI) confidential. It should not be visible to other recipients/passengers, and drivers shall not discuss this information with anyone who is not involved with the recipient's treatment or health care services, including other recipients within the vehicle.
- 8.3.3** Drivers may be required to wear a mask or protective equipment or take other protective measures, as determined by EOHHS, in consultation with public health authorities, during a public health emergency.
- 8.3.4** Contractor must perform a criminal background check on each contracted driver through the RI Bureau of Criminal Identification (BCI) or the National

Crime Information Center (NCIC) if not a resident of Rhode Island for at least five (5) consecutive years, prior to employment and annually thereafter. For drivers not residing within the state of Rhode Island, criminal background checks equivalent to the BCI check from the driver's state of residence are also required;

- 8.3.5** The Contractor shall not allow any driver or dispatcher to provide or facilitate any service under this Contract if there is any indication that the driver or dispatcher may pose a risk to the health and safety of the Member.
- 8.3.6** Contractor shall conduct all driver credential reviews prior to implementation, prior to the driver transporting recipients, and at least annually thereafter. Failure to comply with requirements and standards will result in liquidated damages and penalties as noted in Attachment F-6, "Liquidated Damages Matrix."
- 8.3.7** A Contractor may establish additional transportation provider driver qualifications. The Contractor must ensure the following minimum qualifications are met by all contracted individuals responsible for driving recipients under the terms of this Agreement.
- 8.3.8** Additional driver qualifications or requirements must be made in writing for EOHHS before Contractor implementation.

#### **8.4 Transportation Provider Manual**

- 8.4.1** Contractor shall develop and maintain a comprehensive provider manual customized for the Rhode Island NEMT Program that is in alignment with this Agreement.
- 8.4.2** The Contractor shall provide its TPs access to the Provider Manual, and any updates, either through the provider website or by providing paper copies to TPs upon request and no charge to the TP.
- 8.4.3** The provider manual at a minimum shall contain the following information:
  - 8.4.3.1** Description of the Non-Emergency Medical Transportation Services for RI Medicaid, ETP and TANF recipients;
  - 8.4.3.2** Transportation Provider Standards;
  - 8.4.3.3** Credentialing;
  - 8.4.3.4** Prior authorization;

- 8.4.3.5** Recipients' rights and responsibilities;
- 8.4.3.6** Reporting suspected fraud, waste, abuse;
- 8.4.3.7** Claims Processing;
- 8.4.3.8** Important phone numbers, including mandated reporting contact information;
- 8.4.3.9** Contactor's service standards (access and availability);
- 8.4.3.10** Trips Cost, Cancellations, GMR Guidelines;
- 8.4.3.11** Technology access for Contractor's NEMT technology systems and mobile applications; and,
- 8.4.3.12** Complaints and Grievance procedures;
- 8.4.4** For claims submission instructions, the manual must include, but not limited to:
  - 8.4.4.1** The process and timeframe for TPs to submit, adjust, and void claims;
  - 8.4.4.2** The process by which the Contractor determines that the TP has submitted a clean claim;
  - 8.4.4.3** The process and timeframe for TPs to dispute denied claims. The TP shall have three hundred sixty-five (356) calendar days from the date of denial to dispute the denied claim.
- 8.4.5** Contractor must keep Provider Manual updated.
- 8.4.6** The Contractor shall submit a copy of the TP manual to EOHHS for review during Readiness Review.
- 8.4.7** EOHHS may require the Contract to update the TP Manual at any time, and at no cost to EOHHS or TPs.

## **8.5 Transportation Provider Services**

- 8.5.1** Contractor is responsible for ensuring timely and regular communication with TPs regarding Contractor's policies.
- 8.5.2 Transportation Provider Website Requirements**
  - 8.5.2.1** The Contractor shall have a provider-facing component of its public

website which shall include general and up-to-date information about the Rhode Island NEMT Program that is applicable to TPs. This website shall include, but not limited to:

- 8.5.2.1.1** Electronic Copy of the Transportation Provider Manual;
- 8.5.2.1.2** Transportation-relevant EOHHS bulletins or communications from EOHHS;
- 8.5.2.1.3** Educational materials;
- 8.5.2.1.4** Required Transportation Provider forms;
- 8.5.2.1.5** Web forms to submit an inquiry or complaint; and,
- 8.5.2.1.6** Call center numbers and operating hours.
- 8.5.2.2** The provider website shall provide a secure provider portal with the following capabilities:
  - 8.5.2.2.1** Allow TPs to submit credentialing documents and request updates to their rosters of drivers and vehicles;
  - 8.5.2.2.2** Provides the instructions and mechanism for Transportation Providers to submit claims and all documentation required for reimbursement, and,
  - 8.5.2.2.3** Provide claims status information to TPs.
- 8.5.2.3** The Contractor shall provide free access to the portal and unique user accounts for all TPs upon request.

### **8.5.3 Mobile Application**

- 8.5.3.1** The Contractor shall maintain a mobile application that is compatible with Android and iOS platforms and has the following capabilities:
  - 8.5.3.1.1** Requires secure user login and authentication;
  - 8.5.3.1.2** Displays the driver's daily manifest;
  - 8.5.3.1.3** Captures and timestamps and geolocation of the recipient's pick-up and drop-off location;
  - 8.5.3.1.4** Tracks the driving route between pick-up and drop-off;
  - 8.5.3.1.5** Captures the recipient's signature, when required.

### **8.5.3.2 Provider Call Center Line**

- 8.5.3.2.1** The Contractor shall have a dedicated call center line for TP services to connect with key personnel. Call center line shall be able to address all TP needs with the Contractor, such as dispatch, reporting vehicle issues, reporting member issues, claims and billing, credentialing issues or filing a grievance.

## **8.6 Orientation for Transportation Providers**

- 8.6.1** The Contractor must provide an orientation program for all TPs which enters into a service Agreement related to services performed under this Agreement.

- 8.6.2** At a minimum, the orientation must include:

- 8.6.2.1** Overview of the Rhode Island NEMT Program and division of responsibilities between Contract and TP;
- 8.6.2.2** Vehicle Requirements;
- 8.6.2.3** GPS and AVL Requirements;
- 8.6.2.4** Procedures for handling accidents, moving violations and vehicle breakdowns;
- 8.6.2.5** Driver qualifications;
- 8.6.2.6** Driver conduct;
- 8.6.2.7** The use of attendants and escorts;
- 8.6.2.8** Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the member;
- 8.6.2.9** Scheduling procedures for after hours, weekends and holidays;
- 8.6.2.10** Procedures for handling requests for 'urgent care';
- 8.6.2.11** Criteria for trip assignment;
- 8.6.2.12** Dispatching and delivery of services;
- 8.6.2.13** Procedures for obtaining reimbursement for authorized trips;

- 8.6.2.14** Driver customer service standards and requirements during pickup, transport and delivery;
- 8.6.2.15** Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs;
- 8.6.2.16** Procedures for handling grievances from members, their families, health care facilities or others during the trip;
- 8.6.2.17** Procedures for notifying members when services are denied or terminated by the Contractor;
- 8.6.2.18** Criteria and procedures for documenting and notifying members when services are denied or terminated by the TP;
- 8.6.2.19** HIPPA Compliance Requirements;
- 8.6.2.20** Inclement Weather Policy;
- 8.6.2.21** Emergency disaster procedures;
- 8.6.2.22** Quality assurance process; and,
- 8.6.2.23** All performance requirements.

## **8.7 Required Transportation Provider Driver Trainings**

- 8.7.1** With the exception of drivers for on-demand transportation providers, such as *Uber* and *Lyft*, Contractor must ensure that all drivers complete and maintain the following EOHHS approved mandatory training and/or certification on an annual basis:
  - 8.7.1.1** Cardiopulmonary Resuscitation (CPR);
  - 8.7.1.2** First Aid;
  - 8.7.1.3** Defensive Driver;
  - 8.7.1.4** Passenger Assistance – transferring, loading, unloading;
  - 8.7.1.5** HIPAA Compliance;
  - 8.7.1.6** Cultural competence training;
  - 8.7.1.7** Sexual Harassment training;

- 8.7.1.8** Wheelchair and Stretcher safe transport training;
- 8.7.1.9** Community Transportation of America (CTAA) Passenger Assistance, Safety and Sensitivity (PASS) training;
- 8.7.1.10** Participate in a minimum of twelve (12) hours in-service training on related subjects annually, including training on working with special populations such as disabled and/or elderly.
- 8.7.2** EOHHS may at its discretion require additional training courses or modules. Contractor must comply within thirty (30) days with new driver training requirements.
- 8.7.3** Contractor is responsible for ensuring annual training of required courses by transportation provider drivers.
- 8.7.4** EOHHS reserves the right to review all training curriculum materials and request modifications.
- 8.7.5** Contractor may include additional training, including professional development to TPs. Contractor may cover costs related to additional trainings or certification to promote professionalism of transportation provider network or incentives programs approved by EOHHS.

## **8.8 Driver Verifications Requirements**

- 8.8.1** The Contractor shall verify that drivers used in the provision of services under this Contract meet the terms and conditions of this Agreement and all applicable laws, rules and regulations.
- 8.8.2** Driver verification must be completed during vehicle inspections.
- 8.8.3** Verification should include the following elements:
  - 8.8.3.1** *List of Drivers.* The Contractor shall keep, by provider, a list of drivers used for this Contract. This list shall be updated monthly. For each driver, the Contractor shall note the last date that the driver met the qualifications required by the Agreement. The Contractor shall assure that each qualification is met and can be verified by original documentation. The Contractor may add other requirements to this list as the Contractor deems appropriate after approval by EOHHS.
  - 8.8.3.2** *Initial Verification.* The Contractor shall verify that each driver meets the requirements of this Agreement, include the appropriate regulatory

requirements, before the driver may serve members under this Agreement.

**8.8.3.3** *Annual Verifications.* The Contractor shall annually re-verify that each driver meets the requirements of this Agreement, including the appropriate regulatory requirements, before that driver may serve Members under this Agreement. This is in addition to random checks throughout the year.

**8.8.4** Drivers not compliant with these verifications shall be immediately removed from serving Members. Each driver shall be re-verified before they may serve Members under this contract.

**8.8.5** Any driver or TP found to have submitted fraudulent certification documents, including driver licenses, insurance documents, shall be terminated from the program immediately and referred to Program Integrity.

**8.8.6** The Contractor is responsible for determining the authenticity and validity of all documentation submitted by TPs under this Agreement.

## **8.9 Complaint Driver Initiated Verifications**

**8.9.1** When a complaint is received about the qualifications, safety or suitability of a driver, the Contractor is responsible for verifying the qualification of, and investigating the safety and suitability of the involved driver.

**8.9.2** Drivers found not meeting the terms of this Contract or applicable requirements shall be:

**8.9.2.1** Immediately removed from serving members; and,

**8.9.2.2** Remain so until deficiencies are documented, corrected, and the driver is re-verified.

**8.9.3** If it is determined that the driver may pose an immediate risk to Members, the Contractor shall:

**8.9.3.1** Direct the TP to immediately remove that driver from transporting members, pending further review by the Contractor;

**8.9.3.2** Investigate the matter further, to determine the level of risk, if any, to Members posed by that driver;

**8.9.3.3** Determine further steps to be taken, which may include:



- 8.9.3.3.1** Further driver training;
- 8.9.3.3.2** Temporary suspension;
- 8.9.3.3.3** Termination of that driver's employment with the Contractor or TP for transportation provided under this Agreement; or,
- 8.9.3.3.4** Referral to proper authorities, such as Program Integrity, licensing agency or law enforcement, as necessary.

## **8.10 Transportation Vehicle Requirements**

- 8.10.1** Contractor must ensure all vehicles pass the Contractor inspection prior to transporting recipients.
- 8.10.2** Contractor shall provide criteria for inspection to EOHHS.
- 8.10.3** The Contractor shall inspect all vehicles transporting recipients annually and ensure all vehicles transporting recipients meet the following requirements:
  - 8.10.3.1** The TP shall provide and use a two-way voice communication system (mobile telephone or two-way radio) linking all vehicles used in delivering the services under this contract with the contracted TP's place of business. Pagers are not an acceptable substitute;
  - 8.10.3.2** Operational AVL system able to transmit timely data to the Contractor;
  - 8.10.3.3** All vehicles shall be equipped with adequate and functioning heating and air-conditioning systems. Functionality shall be defined by temperature readings from the rear of the vehicle, achieving air conditioning to sixty-eight (68) degrees and heating to seventy-two (72) degrees. Any vehicle with a non-functioning climate control system shall be placed out-of-service until repaired;
  - 8.10.3.4** All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position, seatbelt extenders and securement belts for each wheelchair position; step stool should be available if needed;
  - 8.10.3.5** Each vehicle shall comply with all RI Department of Public Safety Transportation guidelines for infant and child safety seats, as necessary when transporting children; and adult escort is responsible for providing the car seat(s);
  - 8.10.3.6** Each vehicle shall have at least two (2) functional seat belt extensions

available;

- 8.10.3.7** Each vehicle shall be equipped with at least one (1) seat belt cutter within easy reach of the driver. Exceptions to this requirement shall be approved in advance by EOHHS;
- 8.10.3.8** All vehicles shall have an accurate speedometer and odometer;
- 8.10.3.9** All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment;
- 8.10.3.10** The exterior of the vehicle shall be clean, free of broken mirrors or windows, excessive grime, major dents, or paint damage that detract from the overall appearance of the vehicle;
- 8.10.3.11** The interior of the vehicle shall be clean, free from torn upholstery, floor, or ceiling covering; free from damaged or broken seats; and free from protruding sharp edges. The interior shall also be free of dirt, oil, grease, and litter;
- 8.10.3.12** Vehicles shall be free of hazardous debris or unsecured items and shall be operated within the manufacturer's safe operating standards at all times;
- 8.10.3.13** To comply with HIPAA requirements, the word "Medicaid" may not be displayed on the vehicle or in the name of the business;
- 8.10.3.14** The vehicle license number, the Contractor's toll-free phone number and a local phone number for the Broker shall be prominently displayed on the interior of each vehicle. This information and the complaint procedures shall be clearly visible and available in written format in each vehicle for distribution to recipients upon request;
- 8.10.3.15** All public motor vehicles (PMVs) used in the transportation network must have EOHHS- approved visible signage identifying the vehicle as part of the transportation system.
- 8.10.3.16** All contracted drivers must have their Public Utilities Hackney License identification visible to riders in the vehicle during transport.
- 8.10.3.17** All TPs, except ride-share trips, must have an identification badge worn during pick-up, transport and drop-off.
- 8.10.3.18** All vehicles shall have the following signs in English and Spanish, posted

in all vehicle interiors, easily visible to the passengers:

- “NO SMOKING (TOBACCO PRODUCTS or E-CIGS)”
- “ALL PASSENGERS MUST USE SEAT BELTS”

- 8.10.3.19** Vehicles shall carry an information packet containing vehicle registration, insurance card, a copy of the form used for the latest Broker inspection, and accident procedures and forms;
- 8.10.3.20** Vehicles shall be equipped with a first aid kit;
- 8.10.3.21** Vehicles used for the transportation of recipients shall include GPS systems, which at a minimum, are capable of recalling the location of the vehicle for specific periods of time; and,
- 8.10.3.22** Insurance coverage for all vehicles shall be in force at all times during the contract period in accordance with state and local regulations and contract requirements.
- 8.10.3.23** Have a seat bottom cushion for each seat, except for transit vehicles;
- 8.10.3.24** Have functional devices in place to secure wheelchairs or other personal mobility devices, as applicable to the vehicles silenced level of service; and,
- 8.10.3.25** Have a fully functional lift, ramp or other device utilized to properly load and unload wheelchairs or other such mobility aids..
- 8.10.4** The Contractor shall assure an effort is being made to arrange for scent-free vehicles for every transport mode when requested by member.
- 8.10.5** Contractor must record and maintain a file of all vehicles inspected by the Contractor and the file must be available upon request.
- 8.10.6** Contractor must remove from service immediately any vehicle or driver found out of compliance with these contract requirements or any applicable state or federal regulations. Once the Contractor verifies and documents that the deficiencies have been corrected, the vehicle or driver may be reinstated.
- 8.10.7** Any deficiencies and actions taken must be documented and become a part of the vehicle’s and the driver’s permanent records and can be grounds for suspension or termination from the Rhode Island NEMT Program.

## **8.11 Non-Compliance with Vehicle Standards**

- 8.11.1** Any vehicle found not in compliance with the vehicle standards in this Agreement or any state or federal standard must be removed from service immediately until verified for correction of deficiencies.
- 8.11.2** Any vehicle receiving two (2) or more grievances from passengers concerning cleanliness, heating, climate controls or other deficiencies with a five (5) day period must be inspected and appropriate corrective actions taken by the Contractor. Such actions must be documented and become part of the vehicle's permanent record.

## **8.12 Annual Vehicle Inspections**

- 8.12.1** The Contractor must develop and implement an annual inspection process to verify that all vehicles meet the requirements within this Agreement and that safety and passenger comfort features are in good working order (e.g., brakes, tire treads, turn signals, horn, seat belts, air conditioning/heating, etc.). Any vehicle that fails inspection shall be immediately removed from service.
- 8.12.2** The Contractor must conduct these annual inspections using their own staff or an alternate method approved by EOHHS. The Contractor may not use a subcontractor that has any affiliation or financial interest related to a TP.
- 8.12.3** Prior to execution of a service agreement between the Broker and the TP, initial inspection of all TP vehicle's must be completed satisfactorily.
- 8.12.4** Subsequent inspections must be completed no later than twelve (12) months after the most recent inspection.
- 8.12.5** Records of all inspections must be maintained.

## **8.13 Passenger Safety Requirements for Transport**

- 8.13.1** Contractor must ensure TPs comply with the following passenger safety requirements:
  - 8.13.1.1** Passengers shall 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, if requested;
  - 8.13.1.2** The driver shall not start the vehicle until all passenger seat belts have been buckled;

- 8.13.1.3** The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity;
- 8.13.1.4** Upon arrival at the destination, the vehicle shall be parked or stopped so that passengers do not have to cross streets to reach the entrance of their destination;
- 8.13.1.5** Drivers shall not leave passengers unattended in the vehicle, at any time.
- 8.13.1.6** If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify Contractor dispatcher or 911 to request assistance.

#### **8.14 Transportation Provider Grievance Process**

- 8.14.1** The Contractor shall have a Transportation Provider Grievance Process for resolving issues for TPs, including, but not limited to the following:
  - 8.14.1.1** Claims and billing issues;
  - 8.14.1.2** Trip scheduling issues;
  - 8.14.1.3** Credentialing issues;
  - 8.14.1.4** TP conduct that has resulted in suspension or termination from the Rhode Island NEMT Program;
  - 8.14.1.5** Complaints regarding business practices or conduct of Contractor's staff.
- 8.14.2** The TP shall submit issues electronically, orally, or in writing and the Contractor must acknowledge receipt of communication within five (5) Business Days.
- 8.14.3** The Contractor shall resolve disputes within sixty (60) days, if possible. Contractor is responsible for updating EOHHS regarding.
- 8.14.4** Contractor is responsible to promptly notify EOHHS if a TP grievance impacts the health and safety of any member in the program or the ability to provide access to transportation services required under this Agreement.

#### **8.15 Transportation Provider Satisfaction Survey**

- 8.15.1** The Contractor will collect Provider satisfaction data for all lines of business through an annual survey of a representative sample of the Contractor's Network Providers.

**8.15.2** Contractor shall make methodology and results available to EOHHS.

**8.15.3** Contractor shall take action to improve satisfaction with TPs based on results.

## **8.16 TP Listing and Driver Reports**

**8.16.1** The Contractor shall provide EOHHS, on hardcopy and electronic format, a listing of entities providing transportation services on behalf of the Contractor and a roster of all drivers before the Operational Start Date.

**8.16.2** Drivers must be listed separately for each TP.

**8.16.3** The roster shall indicate, at a minimum, the driver's name, driver's license, badge ID assigned by Contractor, magnet identifier ID number.

**8.16.3.1** Other elements can be added by EOHHS at any time.

**8.16.4** The TP and driver roster shall be updated to reflect additions and deletions in TPs and personnel.

**8.16.5** Reporting cadence shall be specified in EOHHS Reporting Calendar.

## **8.17 Vehicle Reports**

**8.17.1** The Contractor shall provide EOHHS a listing of all vehicles placed in service for the performance and obligations under this Contract before the Operational Start Date.

**8.17.2** The list shall include for each vehicle:

**8.17.2.1** Name of TP that operates the vehicle;

**8.17.2.2** Manufacturer and model;

**8.17.2.3** Model Year;

**8.17.2.4** Vehicle Identification Number; and,

**8.17.2.5** Type of Vehicle (Car, minivan, wheelchair van or non-emergency ambulance.

**8.17.3** The roster shall be updated to reflect additions and deletions, delivered to EOHHS on the reporting cadence in the EOHHS Reporting Calendar.

## **9 Member Services**

### **9.1 General Requirements**

- 9.1.1** The Contractor must establish, staff, and maintain a Member Services Department dedicated to responding to questions, comments, Grievances, Complaints, and inquiries from Members.
- 9.1.2** The Member Services Department will oversee the following areas of Contractor operations:
  - 9.1.2.1** Member Call Center;
  - 9.1.2.2** Translation and interpreter services;
  - 9.1.2.3** Member education;
  - 9.1.2.4** Member Advisory Committee; and
  - 9.1.2.5** Other areas identified by the Contractor.

### **9.2 Member Call Center Requirements**

- 9.2.1** The Contractor shall provide general assistance and information to members or the public seeking to understand how to access transportation brokerage services under the Agreement.
- 9.2.2** The Contractor will develop policies and procedures for the Member Services Department, including staffing, training, hours of operations, and access and response standards for calls to the Member and Provider phone lines (“Call Center.”)
- 9.2.3** The Contractor must operate Call Center during regular business hours of at least 7 a.m. to 6 p.m. EST, including lunch hours, on all Business Days, in alignment with the State of Rhode Island’s holiday schedule on the Rhode Island Secretary of State’s website.
- 9.2.4** The Contractor shall maintain a call center that is physically located in Rhode Island.
- 9.2.5** The call center shall be staffed with call center agents that are physically located in Rhode Island. Call center agents shall answer calls, schedule trips, dispatch trips, track and resolve complaints, and provide general customer service.

- 9.2.6** A live call center agent shall answer healthcare facility requests to schedule transportation on a 24/7 basis.
- 9.2.7** All calls with Members must be recorded and the Call Center must inform the Member that the call is being recorded for quality assurance.
- 9.2.8** The automatic call distribution system must instruct the caller to dial '911' in the case of an emergency.
- 9.2.9** The Contractor will operate a toll-free telephone line or telephone lines for Member use ("Member Services Phone Line"). The Contractor will staff the line with trained and knowledgeable call center representatives.
- 9.2.10** Members may use the Member Services Phone Line to address questions, comments, Grievances, Complaints, and inquiries related to all aspects of the services provided under this Agreement.
- 9.2.11** The Contractor will train staff to provide culturally competent, appropriate, and timely responses to questions regarding but not limited to, the following:
  - 9.2.11.1** Represent the Contractor and EOHHS to the calling public;
  - 9.2.11.2** Discuss the NEMT Program's main attributes courteously;
  - 9.2.11.3** Provide prompt attention to the caller's needs;
  - 9.2.11.4** Respect the caller's privacy during all communications and calls;
  - 9.2.11.5** Maintain sensitivity to the diversity inherent in Rhode Island;
  - 9.2.11.6** Maintain a professional demeanor at all times;
  - 9.2.11.7** Assure the dissemination of accurate information to all callers;
  - 9.2.11.8** Escalate calls from a dissatisfied recipient to a supervisor and on to a manager if satisfaction cannot be accomplished;
  - 9.2.11.9** Document complaints or issues that are reported to the call center within the Call Center (i.e., late or missed pick up);
  - 9.2.11.10** Transfer emergency transportation requests to 911 or another local emergency service;
  - 9.2.11.11** Complaint resolution;



**9.2.11.12** Member Grievances, Complaints and State Fair Hearings.

**9.2.11.13** Updating Member addresses, phone numbers, emails, and other contact information for Medicaid members per EOHHS' Member Demographic Policy in the Medicaid NEMT Manual.

**9.2.11.14** Other topics identified by the Contractor.

**9.2.12** Call center staff must be sufficiently trained to navigate and obtain information from systems to assist callers.

**9.2.13** Call center staff must be trained in dispute resolution and shall maintain a courteous and polite attitude in all deals with callers.

**9.2.14** Call center staff must identify the Contractor and themselves by name upon answering.

**9.2.15** The Contractor will ensure the Member Services Phone Line have properly trained staff and equipment to communicate with callers with Limited English Proficiency, disabilities, including speech and hearing disabilities and poor health conditions.

**9.2.16** The Contractor must ensure the translation and interpreter are available to all Members using the Member Services Phone Line at all times of operation.

### **9.3 Phone Lines and Equipment Requirements**

**9.3.1** The Contractor shall supply a sufficient number of toll-free telephone lines to handle all calls twenty-four (24) hours a day.

**9.3.2** For caller convenience and communication purposes a single toll-free telephone number must be used for the call center, dedicated to Rhode Island.

**9.3.3** The Contractor must agree to relinquish ownership of the toll-free number to EOHHS upon contract termination.

**9.3.4** Call flow routing and phone system queues must be reviewed by EOHHS. EOHHS may require additional queues with written notice to the Contractor. The Contractor shall obtain EOHHS approval prior to implementing any queue not required by EOHHS.

**9.3.5** The Contractor shall provide a full description of the telephone system, including any specialized lines or routing to separately handle recipient and medical provider calls, as well as an immediate trip problem resolution line.

- 9.3.6** All communication lines must be fully operational and adequately staffed on the Operational Start Date of the Contract.
- 9.3.7** The Contractor shall maintain and operate a telephone device (TDD) for the deaf and hard of hearing callers who need such a device.
- 9.3.8** Integrated Voice Response (IVR) System Requirements:  
  
Contract must receive approval to use

#### **9.4 Integrated Voice Response (IVR) System Requirements**

- 9.4.1** Contractor must receive approval to use integrated voice response (IVR) call routing software prior to implementation and reviewed by EOHHS during Contract Readiness.
- 9.4.2** IVR can be modified by EOHHS at any time during the Contract, at no cost to EOHHS.
- 9.4.3** IVR software must be able to meet the needs of the Rhode Island NEMT Program, including those with LEP, intellectual or developmental disability or dementia.
- 9.4.4** IVR system must allow caller to be able to connect to a live agent immediately if they are unable to or have difficulty following an IVR prompt.
- 9.4.5** IVR must allow for ease to schedule ETP trips or to request information regarding ETP bus pass distribution.

#### **9.5 Call Center Data and Statistics**

- 9.5.1** The Contractor shall install and maintain a functioning Automatic Call Distributor (ACD) system and call reporting system that records and aggregates the following information, at a minimum, on an hourly, daily, weekly, and monthly basis, for the Call Center as a whole, and also for individual operators:
  - 9.5.1.1** Total number of incoming calls;
  - 9.5.1.2** Number of answered calls by customer call center staff;
  - 9.5.1.3** Average Speed Answered (ASA);
  - 9.5.1.4** Percentage of calls answered in thirty (30) seconds;

- 9.5.1.5** Average talk time;
- 9.5.1.6** Number of calls placed on hold and the length of time on hold;
- 9.5.1.7** Number of abandoned calls and length of time until call is abandoned;
- 9.5.1.8** Number of outbound calls; and
- 9.5.1.9** Number of available operators by time.

## **9.6 Call Center Back-up System Requirements and Reporting**

- 9.6.1** In the event of power failure or natural disaster, the Contractor shall have a back-up system capable of operating the telephone system at full capacity, with no interruption of services or data collection.
- 9.6.2** The Contractor shall notify EOHHS immediately when its phone system is on a back-up system or is inoperative.
- 9.6.3** The Contractor shall have a manual back up procedure to allow requests to continue being processed if the system is down.
- 9.6.4** An error report and root cause analysis shall be provided to EOHHS upon request of any outage and root cause associated with the findings for non-natural disasters within one (1) Business Day.
- 9.6.5** In the event of a service outage or other operational failure, the Contractor must notify EOHHS no later than thirty (30) minutes of becoming aware of the issue, including the root cause of the issue and the Contractor's mitigation plan.
- 9.6.6** EOHHS reserves the right to impose contractual remedies, the including liquidated damages described in Attachment F-6, "Liquidated Damages Matrix," if the Contractor fails to meet the Call Center Performance Standards described in Section 9.7 or fails to provide timely notification of service outages or other operational failures.

## **9.7 Call Center Performance Standard Requirements**

- 9.7.1** The Broker shall perform the call center requirements to the standards in this Agreement, which will be evaluated by EOHHS in accordance with Attachment F-5, "Contractor Performance Standards," of this Agreement.
- 9.7.2** The Call Center performance will be measured against key indicators

considered to be standard for the call center industry.

- 9.7.3** The Contractor must implement a Telecommunication Relay Service (TRS) system to, in part, evaluate the Call Center's performance using the criteria outlined in this Section. The Contractor will report on the following performance metrics to EOHHS on or before the last Day of each month.
- 9.7.4** If the Contractor fails to meet one or more of its performance standards, the Contractor must promptly notify the EOHHS Contract Manager.
- 9.7.5** The Contractor shall develop a process to measure and correct any deficiencies in call center performance. The Contractor must examine data collected from its phone system as requested by EOHHS and as necessary to perform quality assurance and improvement, fulfill the reporting and monitoring requirements of the contract and ensure adequate staffing.
- 9.7.6** EOHHS reserves the right to require additional resources if performance standards are not met or it is determined that the call center is not sufficiently meeting member and TPs needs as determined by EOHHS.
- 9.7.7** The Contractor shall log and record all calls and provide logs and recordings to EOHHS upon request. The Contractor shall submit to EOHHS call center reports according to the format and timeline determined by EOHHS.

## **9.8 Interpreter and Translation Services**

- 9.8.1** The Contractor must offer oral and written translation and interpreter services, including auxiliary aids such as TTY/TDD and American Sign Language, at no cost to the Member or the Member Representative. The Contractor may use in- person, telephone-based, or TRS for the oral translation and interpreter services.
- 9.8.2** The Contractor must make available interpreter services to Contracted Providers treating Members with Limited English Proficiency at no charge to the Provider or Member. The Contractor may coordinate with Rhode Island Commission for the Deaf and Hard of Hearing for interpretation services.
- 9.8.3** The Contractor must ensure written Marketing Materials and Member Materials are readily available in, at a minimum, English, Spanish, and Portuguese. If EOHHS provides the Contractor with notice of an additional prevalent non- English language in Rhode Island, the Contractor must provide a translation of its Marketing Materials and Member Materials within forty-five (45) Days of EOHHS' notification.

**9.8.4** The Contractor must provide translated Marketing Materials and Member Materials under the following conditions.

**9.8.4.1** If a Member requests translated Marketing Materials or Member Materials in Spanish or Portuguese, the Contractor must send the translated Member Materials in the format the requested to the Member within five (5) Business Days of the request, and at no cost to the Member.

**9.8.4.2** If the Member requests translated Marketing Materials or Member Materials in other languages, the Contractor must translate and distribute the materials in a format requested within seven (7) Business Days of the request, and at no cost to the Member.

**9.8.5** In delivering translation and interpreter services, the Contractor agrees to conform with all applicable guidelines and requirements under Title VI of the Civil Rights Act and under the Americans with Disabilities Act.

## **9.9 Auxiliary Aids**

**9.9.1** In accordance with [42 C.F.R. § 438.10\(d\)](#) and Section 9.8, “Interpreter and Translation Services,” the Contractor must:

**9.9.1.1** Notify Members that auxiliary aids and services are available upon request to Members with disabilities at no cost.

**9.9.1.2** Make written Member Materials available through auxiliary aids and services in a manner that considers the special needs of Members with disabilities.

**9.9.1.3** Include information on the Contractors website and in all written Member Materials how to request and access auxiliary aids and services, including materials in alternative formats.

**9.9.1.4** As described in Section 13, “Member Grievances and Complaints” the Contractor must provide Members any reasonable assistance needed to complete forms and other procedural steps related to the Grievance and State Fair Hearing processes. This includes providing auxiliary aids and services and interpreter services upon request.

## **9.10 Reporting on Phone Calls**

**9.10.1** The Contractor must examine data collected from its phone system as requested by EOHHS and as necessary to perform quality assurance and

improvement, fulfill the reporting and monitoring requirements of the contract and ensure adequate staffing.

**9.10.2 Contractor must perform the following call tracking requirements:**

**9.10.2.1** Identifying Information: The call center shall implement and maintain an automated call/contact management tracking system to track calls/contacts with basic identifying information.

**9.10.2.2** Online Display: The call center shall allow inquiry and online display of call/contact records by type, original call/contact date, caller's name, caller ID number, customer service correspondent name or ID, or any combination of these data elements.

**9.10.2.3** Extraction and Reporting: The Contractor will create EOHHS-defined extract files that contain summary information on all calls/contacts received during a specified timeframe.

**9.10.3** The Contractor will generate other reports as required by EOHHS. Reports and data must be available in the format specified by EOHHS with export and import functions.

**9.11 Contractor Call Center Performance Standards**

**9.11.1** The Contractor shall perform the call center requirements to the Performance Standards in this Agreement, which will be evaluated by EOHHS as part of its Withhold Arrangement.

**9.11.2** Contract shall be required to meet the following Call Center Performance Standards:

**9.11.2.1** Answer ninety-five percent (95%) of all calls on average within thirty (30) seconds. The thirty (30) seconds does not include the initial announcement on the IVR.

**9.11.2.2** Maintain a call abandonment rate of five percent (5%) or less. An abandoned call for the purpose of the Contract is a call in which the caller selects a valid option and either is not permitted access to that option or disconnects from the system.

**9.11.2.3** The average time on hold, for calls placed on hold after being initially answered, will not exceeds three (3) minutes. Hold time, or wait time, for the purpose of this Contract includes:

**9.11.2.3.1** The time a caller spends waiting for customer service representatives to assist them after the caller has navigated the IVR system and requested a live customer service representative; and,

**9.11.2.3.2** The measure of time when a customer service representative places a caller on hold.

**9.11.2.4** No more than one percent (1%) of incoming calls shall receive a busy signal.

**9.11.3** The Call Center performance will be measured against key indicators considered to be standard for the call center industry business standards and practices.

**9.11.4** The Contractor shall develop a process to measure and correct any deficiencies in call center performance.

**9.11.5** Contract call center performance requirements shall be evaluated by EOHHS in accordance with Attachment F-6, "Liquidated Damages Matrix."

## **9.12 Member Advisory Committee**

**9.12.1** The Contractor will establish a Member Advisory Committee where Members discuss and evaluate their experiences with the Contract and transportation services.

**9.12.2** The Member Advisory Committee must meet at least quarterly.

**9.12.2.1** The Contractor can decide to meet more frequently, if necessary, or directed by EOHHS to meet at an increase frequency.

**9.12.3** To call a meeting to order, the Member Advisory Committee must have at least four (4) currently enrolled Members or Member Representatives in attendance, plus representation from the Contractor. Meeting attendees may participate either virtually or in-person. Advocacy organization staff or Member advocates may attend meetings, but the Member Advisory Committee may not consider their attendance for purposes of establishing a meeting quorum.

**9.12.4** There shall be at least three (3) members enrolled in the Medicaid NEMT program and at least one (1) ETP NEMT member participating in the Member Advisory Committee.

**9.12.5** Participating in the Member Advisory Committee is not a paid position;

however, the Contractor may offer compensation to Members as it relates to attending a meeting. This can include reimbursement for transportation to and from an in-person meeting or food at in-person meetings. The Contractor is not required to compensate advocacy organization representatives or other non-Member participants.

**9.12.6** The Contractor recognizes the importance of getting a well-rounded understanding of the Member experience and will make an effort to engage a diverse representation of Members to participate in the Member Advisory Committee. Contractor must provide interpreter services at a meeting if requested by a Member, provided the Member requests the interpreter reasonably in advance of the designated meeting time.

**9.12.7** The Contractor must ensure the Member Advisory Committee creates and maintains the following documents:

**9.12.7.1** A Member Advisory Committee charter;

**9.12.7.2** Meeting minutes for each meeting; and,

**9.12.7.3** A reporting structure under which the Member Advisory Committee shares an annual report with Contractor leadership and escalates significant Member issues as soon as reasonably possible.

**9.12.8** The Contractor must make a good faith effort to publicize Member Advisory Committee meetings in advance, including social media, direct consumer outreach, and sharing updates on Contractor website of methods to participate in Committee.

**9.12.9** Contractor shall provide an annually report to EOHHS on Member Advisory Committee meeting topics, issues discussed and feedback from members. This report can be combined with the annual member satisfaction survey described in Section 9.14, "Annual Member Satisfaction Survey."

### **9.13 Annual Member Satisfaction Survey**

**9.13.1** Contractor agrees to collect Recipient satisfaction data for all recipient populations through an annual survey of a representative sample of its recipients.

**9.13.2** Survey tool should delineate Medicaid and ETP members and in survey results.

**9.13.3** Contractor will provide copies of the results to EOHHS in accordance with EOHHS Reporting Calendar.



- 9.13.4** EOHHS shall approve of methodology of sampling members and survey instrument tools prior to implementation.
- 9.13.5** Contractor shall be responsible for publishing results on its public facing website.

## **10 Marketing Requirements**

### **10.1 General Requirements**

- 10.1.1** The Contractor must comply with all EOHHS guidelines regarding Marketing, as set forth in EOHHS' Marketing Policies and Procedures within the NEMT Manual.
- 10.1.2** The Marketing Policies and Procedures including requirements regarding:
  - 10.1.2.1** Material submissions, review, and approval processes;
  - 10.1.2.2** Marketing activities;
  - 10.1.2.3** Marketing activities by Marketing Representatives and Subcontractors;
  - 10.1.2.4** Prohibited Marketing activities;
  - 10.1.2.5** Marketing claims; and
  - 10.1.2.6** Marketing Materials.

### **10.2 Contractor Marketing Requirements**

- 10.2.1** The Contractor must:
  - 10.2.1.1** Submit an initial Marketing Plan during Readiness Review and annual updates thereafter in accordance with EOHHS Reporting Calendar and NEMT Manual requirements.
  - 10.2.1.2** The Contractor must submit amendments to the Marketing Plan to reflect new Marketing Materials and Marketing events during the year.
  - 10.2.1.3** Distribute all Marketing Materials statewide.
  - 10.2.1.4** Market the Rhode Island NEMT Program separately from the Contractor's private products, if applicable. The Contractor will not seek to influence enrollment in Medicaid, ETP or TANF through marketing activities.
  - 10.2.1.5** Provide all Marketing Materials in a format that is consistent with content and language requirements as defined in this Section.
  - 10.2.1.6** If the Contractor distributes Marketing Materials that have not been approved by EOHHS or that contain false or misleading information, either directly or indirectly through any Representative, EOHHS may

impose contractual remedies, including civil monetary penalties up to \$25,000 for each distribution.

### **10.3 Allowable Marketing Activities**

**10.3.1** Any individual, whether employed, subcontracted, or otherwise engaged by the Contractor, that is performing Marketing activities will be considered a Marketing Representative for purposes of this Agreement.

**10.3.2** The Contractor and its Marketing Representatives may engage in the following Marketing activities:

**10.3.2.1** Distribute general information through mass media (i.e., newspapers, magazines and other periodicals, radio, television, the Internet, public transportation advertising, billboards and other media outlets) in keeping with prohibitions as detailed in the EOHHS Marketing Policies and Procedures.

**10.3.2.2** Targeted Marketing efforts, including having Marketing Representatives answering questions by phone or in-person from Members or Potential Enrollees. In conducting targeted Marketing efforts, the Contractor will comply with all guidance on prohibited Marketing activities, including a prohibition on Cold Call Marketing.

**10.3.2.3** Marketing efforts to engage the community more broadly, including hosting events (Marketing Events), participating in community health education programming (Community Events), or advertising at or otherwise supporting a community event or health education program (Sponsorship).

**10.3.2.4** The Contractor must get prior written approval from EOHHS for participating in any press or media events or activities that includes the Contractor acting as a sponsor of the event.

**10.3.2.5** EOHHS reserves the right to require the Contractor to discontinue or modify any Marketing or Member education events after approval.

**10.3.2.6** The Contractor must ensure all Marketing Representatives complete Marketing activities in a non-discriminatory manner and uphold the mission and goals of the Rhode Island Medicaid Program.

**10.3.2.7** The Contractor will create and oversee a Marketing focused training required for all Marketing Representatives. The training must include all

critical elements as defined in NEMT Manual, “Marketing Policies and Procedures.”

- 10.3.2.8** In any instance where an allowable activity as defined by the Contractor’s Marketing guidance conflicts the EOHHS Marketing Policies and Procedures, the EOHHS Marketing Policies and Procedures will prevail.

#### **10.4 Prohibited Marketing Activities by the Contractor**

- 10.4.1** The Contractor and its Subcontractors are prohibited from engaging in the following activities:

- 10.4.1.1** Cold Call Marketing; or,

- 10.4.1.2** Distributing Marketing Materials or making any statement (written or verbal) that EOHHS determines to be inaccurate, false, confusing, misleading, or intended to defraud recipients or EOHHS. This includes statements that:

- 10.4.1.2.1** Mislead or falsely describe transportation to Covered Services;

- 10.4.1.2.2** Mislead or falsely describe membership in Rhode Island NEMT or Rhode Island Medicaid Program;

- 10.4.1.2.3** Assert or otherwise lead the Member to believe the Contractor is endorsed by CMS, the federal or state government, or a similar entity;

- 10.4.1.2.4** Marketing to Potential Enrollees in state offices or any location where a Potential Enrollee may receive an eligibility determination;

- 10.4.1.2.5** Marketing or distributing Marketing Materials, including Member handbooks, and soliciting Potential Enrollees in any other manner, inside, at the entrance, or within fifty (50) feet of check cashing establishments, public assistance offices, DHS eligibility offices for the Supplemental Nutrition Assistance Program (SNAP), Provider locations (including health care facilities, freestanding urgent care centers, store-based clinics), pharmacies, Medicaid Eligibility Offices, or certified Medicaid Application Centers without prior approval from EOHHS;

- 10.4.1.3** Contractor and transportation providers are prohibited from soliciting members for other business, including transportation services outside of the Rhode Island NEMT Program; or,

- 10.4.1.4** The Contractor is subject to contractual remedies, including Liquidated

Damages in accordance with Attachment F-6, "Liquidated Damages Matrix," for violations of Marketing requirements.

## **10.5 Marketing Materials**

**10.5.1** EOHHS must approve all Marketing Materials before the Contractor may distribute them to Members or Potential Enrollees. Materials must comply with EOHHS Member Marketing Guidelines and must not contain any prohibited Marketing Claims.

**10.5.2** The Contractor will:

**10.5.2.1** Provide information to Members and Potential Enrollees in a manner and format that may be easily understood and is readily accessible by such Member and Potential Enrollees. This includes drafting all Marketing Materials in an easily understood language and format.

**10.5.2.2** Make available Marketing Materials in alternative formats upon request of the Member or the Potential Enrollees. The alternative formats should consider special needs of Members and Potential Enrollees with disabilities or Limited English Proficiency.

**10.5.2.3** Include taglines in the prevalent non-English languages in the state as well as in large print. The taglines should community the availability of written translation, oral interpretation, or TTY/TDY to understand the information provided.

**10.5.2.4** Provide all written Marketing Materials in a conspicuously visible font size.

**10.5.2.5** Marketing Materials must not contain any language or other indication that the Contractor would discriminate against individuals eligible to enroll on the basis of their health status, need for Health Care Services, race, color, national origin, sex, sexual orientation, gender identity, or disability.

**10.5.2.6** The Contractor must obtain specific EOHHS approval of any materials, regardless of whether they are produced by the Contractor, that features the Contractor's logo.

**10.5.2.7** All Marketing Materials must contain the EOHHS logo as appears in NEMT Manual. The Contractor may not alter or modify the EOHHS logo but may change the size so long as the logo remains visible and legible in all Marketing Materials. EOHHS, in its sole discretion, may move, resize, or otherwise alter the use of its logo as part of its approval of Market

Materials.

## **10.6 Member Materials**

**10.6.1** The Contractor must design and distribute Member Materials and a Member Handbook that educate them how to access their transportation benefits and appropriate uses to the Rhode Island NEMT Program.

**10.6.2** In designing Member Materials, the Contractor must:

**10.6.2.1** Use a format that is readily accessible.

**10.6.2.2** Create a permanent landing page for Member Materials on the Contractor's website that is prominent and readily accessible.

**10.6.2.3** Create all electronic materials in a searchable, downloadable, and savable format.

**10.6.2.4** Notify all Members that Member Materials are available in paper form upon request.

**10.6.2.5** Provide paper materials, upon request, within five (5) Business Days of the request and at no charge to the Member.

## **10.7 State Approval of Member Marketing Materials**

**10.7.1** Contractor agrees to submit all Member Materials, including substantive changes to approved materials, to EOHHS prior to use.

**10.7.2** The Contractor must submit all initial versions of Member Materials to EOHHS during Readiness Review.

## **10.8 Contractor Review**

**10.8.1** The Contractor must review all Member Materials at least annually for any needed revisions.

**10.8.2** Contractor must communicate revisions to EOHHS for approval before incorporating into the Member Materials.

## **10.9 Member Education Campaigns**

**10.9.1** The Contractor agrees to maintain an ongoing support system program and participate in public and private forums to educate Medicaid and ETP members

and community stakeholders regarding the Rhode Island NEMT Program.

**10.9.2** The program will cover topics including proper utilization of benefits and services, health education, Fraud, Waste, Abuse, and other topics the Contractor deems appropriate.

**10.9.3** The Contractor may coordinate member education and information sessions with MCOs and AEs to connect members who need NEMT services.

#### **10.10 Member Handbook**

**10.10.1** The Contractor must create a Member Handbook based on Rhode Island's Model Member Handbook and that is unique to the Rhode Island NEMT Program.

**10.10.2** The Contractor must publish Member Handbook in a searchable, downloadable, and savable format on the Contractor's website for all Members and Potential Enrollees to access. The Member Handbook must comply with all language and format requirements in accordance with [42 C.F.R. § 438.10 \(c\)-\(d\)](#).

**10.10.3** The Contractor's Member Handbook will cover, at a minimum, the following topics:

**10.10.3.1** Pertinent information such as emails, phone numbers or methods to communicate with Contractor's staff.

**10.10.3.2** An overview of the how to effectively use the transportation benefit for Medicaid and ETP members;

**10.10.3.3** How to Request a Ride;

**10.10.3.4** Information technology tools to access transportation tools (i.e., mobile application);

**10.10.3.5** Member Rights;

**10.10.3.6** Level of Need Requests;

**10.10.3.7** Complaints, Grievances and State Fair Hearing processes,

**10.10.3.8** Relevant NEMT policies and procedures as required in this Agreement; and

**10.10.3.9** How to report fraud, waste, and abuse.

**10.10.4** Unless otherwise directed by EOHHS, the Contractor must provide Members notice of any substantive changes to the Member Handbook at least thirty (30) Days before the effective date of the change. The Contractor must publish notice of substantive changes on its website in the same location as the Member Handbook.

**10.10.5** The Contractor shall provide a printed copy at no charge to members, MCOs, AEs, facilities, or requests from EOHHS.

## **10.11 Member Bill of Rights for NEMT Transportation Services**

**10.11.1** Contractor must include the Member Bill of Rights in the Member Handbook. The Member Bill of Rights must cover, at a minimum, the Member's right to:

**10.11.1.1** Obtain available transportation services as covered under this Contract in accordance with [42 C.F.R. § 438.10](#);

**10.11.1.2** Be treated with respect and with due consideration for their dignity and privacy;

**10.11.1.3** Ensure member safety and satisfaction utilizing transportation service;

**10.11.1.4** Participate in decisions regarding available transportation options; and,

**10.11.1.5** Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

**10.11.2** Contractor may add, but not subtract, from rights listed above. Contractor must receive approval from EOHHS to add any new rights to the Member Bill of Rights.

**10.11.3** Member Bill of Rights must be finalized between EOHHS and Contractor before Operational Start Date and will be reviewed during the Contract Readiness review.

## **10.12 Distribution of Member Materials**

**10.12.1** In accordance with [42 C.F.R. § 438.10\(g\)\(3\)](#), the Contractor may distribute Member Materials through any of the following methodologies:

**10.12.1.1** Mail as a printed copy of to the Member's mailing address;

**10.12.1.2** Email to the Member after obtaining the Member's permission to contact them via email;



**10.12.1.3** Post on the Contractor's website and advise Members in paper or electronic form where the information is available and of the option to request Member Materials in an alternative format at no charge to the Member;

**10.12.1.4** Any other method that can reasonably be expected to result in a Member receiving the Member Materials.

**10.12.2** Contractor shall provide printed or electronic member materials to MCOs, AEs, or other parties at no cost to these parties, upon request.

### **10.13 Language and Format**

**10.13.1** In accordance with [42 C.F.R. §438.10](#), the Contractor must publish all materials in a manner and format easily understood and readily accessible by Members and Potential Members.

**10.13.2** EOHHS requires literature to be in at least a twelve-point font and at a sixth-grade reading level.

**10.13.3** All written materials should include taglines in the prevalent non-English languages in the state and in large print explaining the availability of written translations, oral interpretation, auxiliary aids, and TTY/TDY telephone numbers for Members to use to understand Member Materials at no cost to the Member.

### **10.14 Alternative Format**

**10.14.1** Members may request paper, audio, or translated versions of any Member Material by contacting the Contractor's Member Services Department. If the Member Material is readily available, the Contractor must provide the requested Member Materials within five (5) Business Days at no cost to the Member.

**10.14.2** Spanish and Portuguese Member Materials must be readily available. If a Member requests materials translated in another language, the Contractor must provide a native translation of the Member Material with no cost to the Member.

### **10.15 Contractor Website for Members and the Public**

**10.15.1** The Contractor must maintain Rhode Island specific Member facing webpage and domain, accessible using mobile devices, that includes the following

information and capabilities, at a minimum:

- 10.15.1.1** General and up-to-date information as it relates to the Rhode Island NEMT Program and Rhode Island Medicaid Program;
  - 10.15.1.2** Trip Scheduling instructions;
  - 10.15.1.3** Information on key personnel and their contact information, including email and office phone number;
  - 10.15.1.4** Educational materials on the RI NEMT Program;
  - 10.15.1.5** Call center information, including hours of operation;
  - 10.15.1.6** Electronic submission of requests for transportation and complaints;
  - 10.15.1.7** Link to the RI EOHHS Website or other relevant information regarding Medicaid benefits; and,
  - 10.15.1.8** Updates to emergency situations that may impact the public.
- 10.15.2** EOHHS can request Contractor to make modification to the website at any time, and at no additional cost to EOHHS. Contract shall make requested changes timely.
  - 10.15.3** The site may be navigable through its main website or at a standalone domain name.
  - 10.15.4** The webpage must either directly display or provide hyperlinks to all Member Materials and information services regarding the Rhode Island NEMT Program.
  - 10.15.5** The Contractor must ensure that the hyperlink language accurately and concisely describes the material linked and the hyperlink itself leads directly to the described material. Hyperlinks should be organized by topic where material is not dispersed among several hyperlinks.
  - 10.15.6** The webpage must follow all readability and accessibility requirements required in this Agreement. This includes having all default fonts be at least size 12 and all materials written at no higher than a sixth grade reading level.
  - 10.15.7** All webpages on the Contractor's member facing website should have an option to link to a translated version of that page.
  - 10.15.8** The Contractor is responsible for ensuring that the website is maintained

with accurate and current information and is compliant with requirements of the Contract.

- 10.15.9** The Contractor website shall be in compliance with Section 508 of the American with Disabilities Act and meet all standards the Act sets for people with visual impairments and disabilities that make usability a concern.
- 10.15.10** The Contractor shall grant user defined EOHHS access to and training on the website.
- 10.15.11** Website maintenance and downtime shall be communicated to EOHHS no later than thirty (30) calendar days before maintenance or planned outage. Planned outages shall be implemented during known times where traffic is low to the website to minimize member impacts.
- 10.15.12** EOHHS shall assess penalties for unplanned website outage as described in Attachment F-6, "Liquidated Damages Matrix."
- 10.15.13** The website, including all portals, is considered marketing materials and, as such, must be reviewed and approved during Readiness Review and upon changes.

#### **10.16 Member Mobile Application Requirements**

- 10.16.1** The Contractor shall maintain a member mobile application that is compatible with Android and iOS platforms.
- 10.16.2** Mobile application shall have same or similar functionality as Section 10.15, "Contractor Website for Members."
- 10.16.3** Mobile application access shall be at no additional charge to members.

## **11 Contractor Operational and Technological Requirements**

### **11.1 Scheduling of Trips**

- 11.1.1** The Contractor shall receive member requests for transportation and assign the trip to the most appropriate TP to meet the needs of the member.
- 11.1.2** The Contractor must assure that the dispatching activities are performed.
- 11.1.3** The Contractor shall develop and maintain policies and procedures to receive and schedule NEMT requests in accordance with this Agreement.
- 11.1.4** If trip requests are made through the Call Center, the Contractor shall review and schedule transportation before the call ends, when practicable, and send a confirmation e-mail or text, depending on the recipient's preferred method of communication, to the recipient. If requested during after hours, the Contractor shall confirm the scheduled trip the next Business Day with the recipient.
  - 11.1.4.1** If requested through the website or any other electronic application, the Contractor shall send a confirmation e-mail or text, depending on the recipient's preferred method of communication, to the recipient when the trip has been scheduled no later than close of business the next Business Day.
- 11.1.5** The Contractor shall notify recipients of changes to trip details by phone, e-mail, or text, depending on the recipient's preferred method of communication.
- 11.1.6** Prior to scheduling out-of-state transportation that is not in a Border Community, the Contractor shall confirm and document that the out-of-state care has been authorized, as all out-of-state NEMT must be prior authorized.
- 11.1.7** The Contractor shall accommodate requests for Standing Orders in accordance with the NEMT Manual and other EOHHS policies.

### **11.2 Third-Party Access to Scheduling or Canceling Transportation on Behalf of Members**

- 11.2.1** Contractor shall ensure that any third-party access for scheduling or canceling trips within the Contractor's technology systems meets all data privacy and provision requirements in this Contract.
- 11.2.2** Contractor shall administer a secure portal, which allows healthcare facilities,

MCOs and AEs to request and revise trips, including Standing Orders, and track the status of their request. The Contractor shall provide free access to the portal and unique accounts for all healthcare facilities, MCOs and AEs upon requests. Contractor shall manage acceptable use and provisioning access for secure portal for EOHHS approved third-parties.

**11.2.3** Contractor shall accept requests for NEMT trips received through the Contractor's call center, member website, member web application, an EOHHS approved API integration for third-party access trip scheduling, or any other intake mechanism made available by the Contractor.

**11.2.3.1** All third-party access integrations shall be approved by EOHHS prior to implementation.

**11.2.3.2** Contractor is responsible for providing user accounts for third-party users at no cost to users and developing policies and procedures for user provisioning.

**11.2.3.3** Third-party access shall be granted to a member's MCO, AE, EOHHS staff or designated health care facility that regularly schedules NEMT for Medicaid members.

### **11.3 Data Information Intake Requirements**

**11.3.1** The Contractor must complete a computerized member form at the time of contact for each request made by the member or authorized representative for transportation.

**11.3.2** The Contractor shall develop and submit to EOHHS for approval a model intake form for NEMT services that provides the following or similar information:

**11.3.2.1** Determination of eligibility for NEMT services: Name and address, Medicaid ID number (if applicable), and telephone number, if available;

**11.3.2.2** Availability for suitable mode of transportation: Availability of a friend and relative with a vehicle, and ownership or previous transportation arrangements;

**11.3.2.3** Necessity of trips: Point of Origin, and destination, reason for the trip, and identify provider to be visited and available telephone;

**11.3.2.4** Availability of federally funded or public transportation: Distance from scheduled stops, age and disabilities of the 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;

**11.3.2.5** Special needs: Mode of transportation needed, services needed in route, need for escort or attendants; and,

**11.3.2.6** Results of call: Transportation approved or denied, mode of transportation if approved, and date or date of services.

**11.3.3** Intake must be performed every time a member calls to schedule a trip.

#### **11.4 Member Trip Compliance and Reminders**

**11.4.1** The Contractor must notify the member regarding the details of the trip.

**11.4.2** The Contractor shall allow the member to determine how they would like to be notified of the trip (i.e., via telephone call, email, text message, etc.).

**11.4.2.1** The Contractor may implement a system for the TP to communicate to the member and confirm trip details.

**11.4.3** The Contractor shall have a system for sending the member reminds the day before the day of the scheduled trip.

**11.4.4** If the Contractor anticipates that the trip cannot be completed, the Contractor shall notify the member as soon as possible that there is an issue with the trip and the Contractor is working to resolve the issue. The Contractor must attempt to resolve the trip in accordance with the member's preference, if possible.

**11.4.5** Contractor shall work with healthcare facility, MCO or AE to support member compliance with scheduled trips.

#### **11.5 Member No-Shows**

**11.5.1** The Contractor is responsible for developing a policy and procedure for the members who are chronic no-shows for their scheduled appointments.

**11.5.2** The Contractor shall not cancel scheduled trips if the member does not show up their scheduled ride.

**11.5.3** Contractor shall implement mitigation and compliance policies and procedures to promote member compliance, such as,

- 11.5.3.1** Educate the member on the importance of compliance;
- 11.5.3.2** Policies to inform member how to cancel rides;
- 11.5.3.3** Contractor to coordinate transportation with their MCO, AE case manager or facility regarding member no-shows.
- 11.5.3.4** Contractor will be responsible for providing EOHHS a report weekly on members who miss life-sustaining treatment.
- 11.5.3.5** Contractor shall coordinate with a member's MCO or AE to promote compliance and behavior change to cancel trips within program guidelines and requirements.
- 11.5.3.6** Contractor shall be responsible for developing a Member No-Show Policy to be reviewed during Contract Readiness.

#### **11.6 Non-Urgent Trip Scheduling and Reservation Timelines**

- 11.6.1** Contractor must accept recipient requests for transportation services at least forty-eight (48) hours before the appointment.
- 11.6.2** The Contractor shall maintain an advanced scheduling timeframe to which they optimally respond and deliver recipients in a timely manner to their appointments.
- 11.6.3** The Contractor shall encourage members to schedule transportation as far in advance as possible.
- 11.6.4** Advance scheduling is mandatory for all transportation services except urgent care and follow-up appointments that occur where the timeframe does not allow advance scheduling.
- 11.6.5** Contractor may implement a process if a member does not call within forty-eight (48) hours prior to an appointment and is for a non-urgent care appointment, however, this shall be implemented at the discretion of the Contractor.

#### **11.7 Urgent Care Appointment Scheduling and Reservation Timelines**

- 11.7.1** The Contractor 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.

- 11.7.2** Valid requests for urgent care transport shall be completed within three (3) hours of the time the request is made.

## **11.8 Will Call Appointments**

- 11.8.1** Contractor shall develop Will Call policies and procedures for when a member has been dropped off and the return trip cannot be scheduled in advance.
- 11.8.2** The Contractor shall ensure timely pick-up for members following the completion of their appointment.
- 11.8.3** Pick-up must occur within forty-five (45) minutes of the Contractor receiving notification that the member's appointment is completed.
- 11.8.4** The Contractor shall assure that the member is returned to their agreed point of contact.
- 11.8.5** Contract shall make special circumstances related to the following situations in their Will Call Policy and Procedure:
  - 11.8.5.1** Assuring that the member is not waiting outside and may be impacted by the weather elements or member safety;
  - 11.8.5.2** Having health care staff wait long times for pick-up or when the health center is closing;
  - 11.8.5.3** Ability to have adequate network of TPs to ensure completion of will call trips.

## **11.9 Standing Order Requests**

- 11.9.1** Contractor will be responsible for scheduling trips for standing orders or trips that occur on a regular or frequent cadence.
- 11.9.2** Standing orders shall be set at no less than six (6) month intervals for renewals or reviews.
- 11.9.3** Contractor will be responsible for working with health care facilities to ensure that the standing order process is not administratively burdensome.
- 11.9.4** Contractor must be cooperative with health care facilities and provide information on the process to request standing orders. Contractor shall provide education and training to health care facilities who request standing orders and will accept feedback or modification to ensure a smooth relationship and process.



### **11.10 Inclement Weather Plan**

**11.10.1** The Contractor shall have a written plan for transporting members who need critical medical care during adverse weather conditions.

**11.10.2** The Plan shall be submitted to EOHHS during Contract Readiness.

**11.10.3** The Contractor shall develop and implement Inclement Weather Policies and Procedures for notifying providers and members. Policies and procedures shall include at a minimum:

**11.10.3.1** Staff training;

**11.10.3.2** Methods of notification, including information for health care facilities to reschedule transportation;

**11.10.3.3** Member education, and,

**11.10.3.4** Transportation for life sustaining medical care (e.g. dialysis and chemotherapy).

**11.10.4** Plan shall be reviewed during Contract Readiness.

### **11.11 Contractor Operational Policies and Procedures Manual**

**11.11.1** The Contractor must develop an operational Policies and Procedures Manual detailing all policies and procedures to be used in the scheduling and delivery of transportation services and operational requirements for the Rhode Island NEMT Program.

**11.11.2** The Manual must include policies for services, personnel and equipment as well as vehicle maintenance procedures.

**11.11.3** The Manual must be submitted to EOHHS for review and approve at least forty (40) days prior to the Operational Start Date.

**11.11.4** Modifications required by EOHHS must be incorporated by the Contractor within ten (10) Business Days of notification. In no cases will the Contractor be allowed to begin operations without an approved Operational Policies and Procedures Manual.

**11.11.5** The Operational Policies and 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 EOHHS before distribution.

**11.11.6** EOHHS reserves the right to require modifications to the Manual throughout the life of the Contract.

**11.11.7** The Operational Policies and Procedures Manual developed as part of this Contract will become property of EOHHS and shall be turned over timely during turn-over procedures or upon request of EOHHS.

## **12 Contractor System Performance Requirements and Standards**

### **12.1 Contactor System Technology Requirements**

- 12.1.1** Contractor will be required to provide an architectural diagram of their system network during Contract Readiness. Architectural diagram shall be updated upon any changes related to network systems.
- 12.1.2** The Contractor Broker must maintain in sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment, trip reservations and scheduling, as well as meet monthly reporting requirements under this Agreement.
- 12.1.3** The reservation/scheduling/NEMT software utilized by the Contractor must have the following capabilities:
  - 12.1.3.1** Maintain a database of transportation providers with which the Contractor has service agreements, including reimbursement and other information needed to determine trip assignments;
  - 12.1.3.2** Maintain a database of covered service providers;
  - 12.1.3.3** Automatic address validations, distance calculations and trip pricing, if applicable;
  - 12.1.3.4** Process standing orders;
  - 12.1.3.5** Use algorithm to assign trips to TPs that is most appropriate and meets the requirements from Section 7, “Contractor Transportation Provider Network Requirements”;
  - 12.1.3.6** Ability to determine if public transportation or other fixed route services are available or appropriate for the member;
  - 12.1.3.7** Ability to capture all data elements required in Section 11.3, “Data Information Intake Requirements”;
  - 12.1.3.8** Ability to determine if federally funded or volunteer transportation is available to the members; and,
  - 12.1.3.9** Must be currently commercial available, or if proprietary or a modified commercial product, currently operational in at least one site and available for demonstration to the State.
- 12.1.4** The Contractor shall obtain maintenance contracts sufficient to ensure the

efficient operation of the system, in compliance with this Contract, with equipment and software suppliers for the duration of the contract. The maintenance contracts shall provide upgrades, enhancements, and bug fixes.

- 12.1.5** All data stored electronically using the Contractor's computer system must be backed up on a daily basis.

## **12.2 Technology Systems Planned Downtime**

- 12.2.1** Contractor must notify EOHHS, in writing, at least thirty (30) days before any planned maintenance where the Contractor's staff, member, TPs will not have access to any technology system. Planned maintenance should not occur during any peak hours of traffic that would impact normal business operations and functions.
- 12.2.2** Contractor notification shall describe what is being maintained and if there will be any impacts on business operations.
- 12.2.3** Contractor shall provide EOHHS a Systems Maintenance Policy and Procedure during Contract Readiness.
- 12.2.4** Failure to provide EOHHS notice will result in a liquidated damage as described in Attachment F-6, "Liquidated Damages Matrix."

## **12.3 Unplanned Technology Systems Downtime**

- 12.3.1** The Contractor must notify EOHHS immediately if there are any system failures, unplanned systems downtime that impact business operations.
- 12.3.2** Contractor must provide EOHHS a root cause analysis.
- 12.3.3** In the event of power failure or natural disaster, the Contractor shall have a back-up system capable of operating the telephone system at full capacity, with no interruption of services or data collection. The Contractor shall notify EOHHS when its phone system is on a back-up system or is inoperative.
- 12.3.4** The Broker shall have a manual back up procedure to allow requests to continue being processed if the system is down. An error report and root cause analysis shall be provided to EOHHS upon request of any outage and root cause associated with the findings for non-natural disasters in conformance with Section 12.4, "Disaster Recovery Plan' policy and procedures.
- 12.3.5** Failure to notify EOHHS immediately will result in a liquidated damage under Attachment F-6, "Liquidated Damages Matrix." of this Agreement.

## **12.4 Disaster Recovery Plan**

- 12.4.1.1** The Contractor must develop and maintain a Disaster Recovery Plan designed to minimize the any disruption to transportation services caused by a natural disaster, pandemic, man-made event at the Contractor's central business office or other facility that provides operational supports under this Agreement.
- 12.4.1.2** It is sole responsibility of the Broker to maintain adequate backup to ensure continued scheduled and transportation capability.
- 12.4.1.3** The Disaster Recovery Plan must include the following components:
  - 12.4.1.3.1** A call center contingency plan that maintains sufficient call center capacity to meet call center performance standards at all times.
- 12.4.1.4** The Disaster Recovery Plan must be submitted to EOHHS for review and approval during Contract Readiness.
- 12.4.1.5** Modifications required by EOHHS must be incorporated by the Contractor within **thirty (10) Calendar Days** of notification.
- 12.4.1.6** The Contractor will be required to provide updated Disaster Recovery Plan annually to EOHHS.
- 12.4.1.7** The Disaster Recovery Plan shall address the following scenarios, at a minimum:
  - 12.4.1.7.1** The hardware or software is destroyed or damaged;
  - 12.4.1.7.2** The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transactions that are active in a live system at the time of the outage;
  - 12.4.1.7.3** System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system; and,
  - 12.4.1.7.4** 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, such that it causes unscheduled System unavailability.
- 12.4.1.8** Contractor shall develop a Systems Contingency Plan within the Disaster

Recovery Plan that shall specify projected data unavailability and recovery times for mission-critical Systems in the event of a declared disaster.

**12.4.1.9** The Contractor shall test annually its plan through simulated disasters and lower level failures in order to demonstrate to EOHHS that it can restore system functions. The Contractor shall report documentation of this testing in a manner determined by EOHHS.

**12.4.1.9.1** In the event that the Contractor fails to demonstrate through these simulation tests that it can restore systems functions, the Contractor shall be required to submit a Corrective Action Plan to EOHHS describing the failure within ten (10) business Days of the conclusion of the test.

**12.4.2** The Contractor shall immediately inform EOHHS, in writing, when invoking its Disaster Recovery Plan. If the nature of the triggering event renders written notification impossible, the Contractor shall notify EOHHS of the invocation of the Disaster Recovery Plan through the best available means. If the nature of triggering event renders immediate notification impossible, the Contractor shall inform EOHHS of the invocation of the Disaster Recovery Plan as soon as possible.

**12.4.3** The Contractor shall follow all EOHHS directives during a pandemic, natural disaster, or man-made event.

## **12.5 Computer and Information Interchange Standards**

**12.5.1** The Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Contract comply with the standards promulgated by the Rhode Island Department of Information Technology (DOIT) and as modified from time to time by DOIT during the term of this Contract.

**12.5.2** If any service, product or deliverable furnished pursuant to this Contract does not conform with DOIT standards, the Contractor shall, at its expense and option either:

**12.5.2.1** Replace it with a conforming equivalent; or,

**12.5.2.2** Modify it to conform with DOIT standards.

**12.5.3** The Contractor 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 Contractor's failure to ensure compliance with DOIT standards.

- 12.5.4** The broker shall have adequate personnel and resources in place to meet the following standards regarding receipt, processing and transmission of program information.
- 12.5.5** All Contract staff must have access to equipment, software and training necessary to accomplish their stated duties in a timely and efficient manner.
- 12.5.6** The Contractor shall supply all hardware, software, communication and other equipment necessary to perform the duties described below:
- 12.5.6.1** The Contractor will receive daily and monthly via electronic media a file for all newly eligible Medicaid or TANF members. Final defemination of the exact method of transmission and file specification will be made jointly by the State and Contractor after contract award.
- 12.5.6.2** The Contractor shall provide the State agency on a weekly basis, updates on TPL information as collected pursuant to requirements described in this Agreement.
- 12.5.7** The Contractor shall implement adequate security provisions and procedures in order to maintain client confidentiality. The Contractor shall also adhere to all application State agency procedures and restrictions associated with access and update capabilities of State maintained information and systems databases.
- 12.5.8** The Contractor's systems will be HIPPA complaint in the areas of privacy and security and must support all other HIPPA regulations, e.g. Code Transaction Sets.
- 12.5.9** The Contractor 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, as long as the State direction does not conflict with State or federal law.
- 12.5.10** The Contractor'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 Contractor 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 HIPPA or other Federal effort.
- 12.5.11** Furthermore, the Contractor shall conform to these standards as stipulated in the plan to implement such standards. The Contractor 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.

**12.5.12** The Contractor shall implement proprietary file exchanges and interfaces as required to transfer data to and from the States' FI and modify these as necessary to meet future changes to those requirements. Information about these interfaces is available from EOHHS.

**12.5.13** In addition to the requirements in this Contract, the Contractor's Information Systems shall meet all State technical requirements and standards for Information Systems.

## **12.6 System and Information Security and Access Management Requirements**

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

**12.6.2** The access management function shall:

**12.6.2.1** Restrict access to information on a 'least privilege' basis (e.g., users permitted inquiry privileges only will not be permitted to modify information); and,

**12.6.2.2** Restrict access to specific system functions and information based on a individual profile, including inquiry only capabilities; global access to all functions shall be restricted to specified appropriate staff.

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

**12.6.4** The Contractor shall provide for the physical safeguarding of its data processing facilities and systems and information housed therein. The Contractor shall provide EOHHS with access to data facilities upon request.

**12.6.5** The Contractor 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.

**12.6.6** The Contractor shall comply with recognized industry standards governing



security of State and Federal automated data processing systems and information processing. At a minimum, the Contractor shall conduct a security risk assessment and communicate the results in an information security plan provided to EOHHS prior to Operational Start Date. The risk assessment shall also be made available to appropriate State and federal agencies upon request.

## 13 Member Grievances and Complaints

### 13.1 Introduction

- 13.1.1** The Contractor is responsible for tracking and responding to complaints and grievances and notifying members of their rights when a trip is denied, suspended or terminated.
- 13.1.2** The Contractor is responsible for maintaining a system that electronically tracks complaints and grievances.
- 13.1.3** The Contractor must have an internal procedure in place that complies with relevant sections of the Social Security Act, [42 U.S.C. §1396a](#), [210-10-05 R.I.C.R. § 2.4](#). This procedure must include:

#### 13.1.3.1

### 13.1.4 State Fair Hearings

- 13.1.4.1** The Contractor shall participate in State Fair Hearings as directed by EOHHS. Hearing shall be conducted in accordance with guidelines, rules, and regulations established by the State's Administrative Procedures act and 42 C.F.R. Subpart E – Fair Hearings for Applicants and Beneficiaries.
  - 13.1.4.2** The Contractor shall attend and prepare documentation for State Fair Hearings and related meetings.
- 13.1.5** The procedure must include the following criteria:
- 13.1.5.1** The right to a State Fair Hearing, how to obtain a hearing, and the right to representation at a hearing.
  - 13.1.5.2** The availability of assistance in the filing process, including auxiliary aids and services (upon Member request) such as interpreter services and toll-free numbers with TTY/TTD and interpreter capabilities.
  - 13.1.5.3** The toll-free numbers that Members can use to file a Grievance by phone.
  - 13.1.5.4** All notices provided to Members must be provided in formats and languages that, at a minimum, meet applicable notification standards in [42 C.F.R. § 438.10](#).
  - 13.1.5.5** The Member's right to request continuation of covered services during the State Fair Hearing process within the timeframes specified for filing; and the Member may be liable for the cost of any continued benefits while the

decision is pending if the final decision is adverse to the Member.

**13.1.5.6** The Contractor must create written materials to educate Members, Providers, and Subcontractors of the processes, including applicable forms for Grievances, and State Fair Hearings. The Contractor must post these materials alongside Member Materials on its website and provide alternate versions to the Member upon request, at no cost to the Member. All written materials and associated auxiliary aids must meet the requirements of [42 C.F.R. § 438.10\(d\)\(3\)-\(4\)](#).

**13.1.5.7** The Contractor must ensure any decision makers in these processes are not:

**13.1.5.7.1** Involved in any previous level of review or decision-making; or

**13.1.5.7.2** Subordinates of any individual who was involved in a previous level of review or decision-making.

**13.1.5.8** The Contractor must ensure the decision makers are individuals with appropriate expertise, as determined by EOHHS.

## **13.2 Grievances**

**13.2.1** A Member, or Provider acting on behalf of the member or Authorized Representative may file a Grievance at any time with the Contractor either orally or in writing. The right to file a Grievance only applies to filing with the Contractor and does not extend to filing a Grievance directly with EOHHS.

**13.2.2** The Contractor must acknowledge receipt of each Grievance filed within five (5) Business Days of receipt.

**13.2.3** The Contractor must resolve each Grievance and provide written notice of the resolution as expeditiously as the Member's health condition requires but not to exceed ninety (90) Days from the date it received the Grievance.

**13.2.4** Notwithstanding the foregoing, the Contractor may extend the timeframe for resolution of a Grievance by fourteen (14) Days if the Member, the Member's representative or the Provider request an extension or the Contractor can show (to the satisfaction of EOHHS, upon EOHHS' request) that there is need for additional information and that the extension is in the Member's interest. If the Contractor extends the timeframes not at the request of the Member, it must:

**13.2.4.1** Make reasonable efforts to give the Member prompt oral notice of the

delay; and

- 13.2.4.2** Within two (2) Business Days, give the Member written notice of the reason for decision to extend the timeframe and inform the Member of the right to file a Grievance if they disagree with that decision. The notification must be provided in a format and language that, at a minimum, meets the standards at [42 C.F.R. §438.10](#).

### **13.3 Denial of Transportation Services**

- 13.3.1** When denying a request for transportation, the Contract shall orally notify each member at the time of the request and state the reason for the denial. The Contractor shall also notify the member in writing of the reason for denying transportation services within two (2) Business Days of the denial.
- 13.3.2** The written notification shall use a standard letter template submitted to EOHHS during Contract Readiness.
- 13.3.3** Denial letter shall state the reason for the denial, citing the specific law, regulation or EOHHS Policy. It shall include a description of the member's rights and a copy of the form for requesting an State Fair Hearing hearing from EOHHS.
- 13.3.4** The Contractor shall prepare for and participate in State Fair Hearings as requested by EOHHS, at the Contractor's expense.
- 13.3.5** In individual cases where the contract requirements do not provide clear guidance, EOHHS shall retain ultimate decision-making authority on authorization of transportation services. The decisions of the State Fair Hearing Unit on matters involving the Contractor's denial of transportation requests shall be final and binding on the Contractor.
- 13.3.6** In the event that the Contractor fails to notify the member in writing of the reason for denying transportation services within two (2) Business Days of the denial, EOHHS may apply liquidated damages as specified in Attachment F-6, "Liquidated Damages Matrix."

### **13.4 Adverse Benefit Determinations**

#### **13.4.1 Notice of Adverse Benefit Determination**

- 13.4.1.1** The notice of Adverse Benefit Determination must include all of the following:

**13.4.1.1.1** An explanation of the Adverse Benefit Determination the Contractor has made or intends to make.

**13.4.1.1.2** The reasons for the Adverse Benefit Determination, including the right of the Member to be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Member's Adverse Benefit Determination.

**13.4.1.1.3** The Member's right to request a State Fair Hearing based on Contractor's Adverse Benefit Determination, consistent with [42 CFR § 431.205](#) .

**13.4.1.1.4** The procedures for exercising the right to request a State Fair Hearing.

**13.4.1.1.5** The circumstances under which an expedited resolution of the Adverse Benefit Determination is permitted and how to request it.

**13.4.1.1.6** The Member's right to have benefits continue pending resolution of the Hearing, how to request that benefits be continued, and the circumstances, consistent with state policy, under which the Member may be required to pay the costs of these services provided during the pendency of the Hearing.

**13.4.1.1.7** The toll-free number to file oral Grievances.

**13.4.1.1.8** If the Contractor does not reach a service authorization decision within the applicable timeframes Contractor must provide notice to the Member that a decision has not been reached.

**13.4.1.2** Timelines for a Notice of Adverse Benefit Determination

**13.4.1.2.1** The Contractor must mail a Notice of Adverse Benefit Determination termination, suspension, or reduction of previously authorized Medicaid-Covered Services, at least ten (10) Days before the date of Action as specified in [42 C.F.R. § 431.211](#).

**13.4.1.2.2** Notwithstanding the foregoing, the Contractor may shorten the period of Notice of Adverse Benefit Determination to five (5) Days before the date of Action if:

**13.4.1.2.2.1** The Contractor has facts demonstrating that Action should be taken because of probable Fraud by the Member, and

**13.4.1.2.2.2** The facts have been verified, if possible, through secondary sources.

**13.4.1.2.3** In accordance with the requirements contained in [42 C.F.R. §](#)

[438.210\(d\)\(1\)](#), the Contactor may have one possible extension of up to fourteen (14) additional Days if:

**13.4.1.2.3.1** The Member or the Provider requests an extension; or

**13.4.1.2.3.2** With the agreement of the Member the Contractor provides justification to EOHHS upon request upon request a of the need for additional information and that the extension is in the Member's best interests.

**13.4.1.2.4** If the Contractor exercises its option to extend the Notice of Adverse Benefit Determination, it must provide the Member with a written notice of the reason for the extension and inform the Member of the right to file a Grievance if he or she disagrees with the Contractor's decision.

### **13.5 Expedited Notice of Adverse Benefit Determination**

**13.5.1** In accordance with [42 C.F.R. § 438.210\(d\)\(2\)](#), if a health care provider indicates following the standard timeframe for authorization decisions will seriously jeopardize the Member's life, health, or ability to attain, maintain, or regain maximum function, the Contractor must make an expedited authorization decision.

**13.5.2** The Contractor must provide notice as expeditiously as the Member's health conditions requires but no later than seventy-two (72) hours after the receipt of the request for services. The Contractor may extend the seventy-two (72) hour response time by up to fourteen (14) Days if the Member requests an extension or the Contractor justifies to the EOHHS a need for additional information and how the extension is in the Member's best interest.

### **13.6 Special Circumstances for Mailing a Notice of Adverse Benefit Determination on the Date of Action**

**13.6.1** The Contractor may mail the notice of Adverse Benefit Determination on the date of Action only under the following circumstances:

**13.6.1.1** The Contractor has factual information confirming the Member's death.

**13.6.1.2** The Contractor receives a clear written statement signed by a Member that:

**13.6.1.2.1** The member no longer wants to receive services;

**13.6.1.2.2** The Member has provided information that requires termination or

reduction of services and indicates he or she understands the Adverse Benefit Determination is the result of supplying this information;

- 13.6.1.2.3** The Member has been admitted to an institution and is ineligible under the Rhode Island NEMT Program for further services.
- 13.6.1.2.4** The Member's whereabouts are unknown and the post office returns Contractor mail directed to them indicating no forwarding address.
- 13.6.1.2.5** A change in the level of medical care is prescribed by the Member's physician.
- 13.6.1.2.6** The notice involves an Adverse Benefit Determination with regard to preadmission screening requirements under [§1919\(e\)\(7\) of the Social Security Act](#).
- 13.6.1.2.7** The transfer or discharge from a facility will occur in an expedited fashion.
- 13.6.1.2.8** The Contractor must give notice of the Adverse Benefit Determination on the date of the determination when the Action is a denial of payment.

### **13.7 Continuation of Benefits**

- 13.7.1** Under the following circumstances, the Contractor must continue covering benefits for a Member while an State Fair Hearing is in process:
  - 13.7.1.1** The Member files a request for a State Fair Hearing within sixty (60) Days following the date of the Notice of Adverse Benefit Determination.
  - 13.7.1.2** The State Fair Hearing involves the termination, suspension, or reduction of a previously authorized, but unexpired, service as ordered by an authorized health care provider.
  - 13.7.1.3** The request for the continuation of benefits is filed on or before the later of the following:
    - 13.7.1.3.1** Within ten (10) Days of the Contractor sending a Notice of Adverse Benefit Determination; or
    - 13.7.1.3.2** The intended effective date of the Contractor's proposed Adverse Benefit Determination.

**13.7.1.4** If the Contractor either elects to continue a Member's benefits or provides continued benefits, the benefits must continue until:

**13.7.1.4.1** The Member withdraws the request for a State Fair Hearing;

**13.7.1.4.2** The Member does not request a State Fair Hearing and continuation of benefits within ten (10) Days from the date the Contractor sent the notice of an adverse Hearing resolution; or

**13.7.1.4.3** EOHHS issues an adverse State Fair Hearing determination.

### **13.8 Payment for Continued Services**

**13.8.1** In the event of a reversed Adverse Benefit Determination, the Contractor must pay for the continued services provided during a pending State Fair Hearing, unless Rhode Island law or regulation requires EOHHS to cover the costs.

**13.8.2** In the event of an affirmed Adverse Benefit Determination, The Contractor may recover the cost of continued services provided during a pending State Fair Hearing, so long as the Contractor recovers costs consistent with Rhode Island policy.

### **13.9 Restoring Benefits**

**13.9.1** The Contractor must authorize the continued services as promptly and expeditiously as the Member's health condition requires, but no later than seventy-two (72) hours from the date it reverses or receives notice of a reversed Adverse Benefit Determination if the services were not furnished during a pending State Fair Hearing.

### **13.10 General Complaints**

**13.10.1** The Contractor shall establish and maintain a system for receiving, reviewing, resolving, and reporting complaints received from members, guardians, escorts, attendants, healthcare providers, TPs, drivers, EOHHS, MCOs, AEs, and the general public regarding the performance of all terms of this Agreement.

**13.10.2** The Contractor shall develop and implement written policies and procedures which detail the operation of the complaint system. The policies and procedures shall include, at a minimum:

**13.10.3** The requirements to resolve and communicate the resolution to the appropriate parties within thirty (30) Calendar Days of Receipt.



- 13.10.4** A description of how complaints may be filed, verbally and in writing;
- 13.10.5** A description of how staff are trained to operate the complaint system;
- 13.10.6** A process for thoroughly investigating each complaint and for collecting pertinent facts from all parties during the investigation; and,
- 13.10.7** A process to escalate issues to the Contractor's executive staff.
- 13.10.8** The Contractor shall analyze and address systemic issues identified through complaint analysis.

### **13.11 Complaints from the Public**

- 13.11.1** Contractor shall have process to collect, document and investigate complaints from the public regarding unsafe, aggressive, or poor driver performance.
- 13.11.2** The Contractor shall display information on its website and other approved methods by EOHHS for the public to report complaints to the Contractor.
- 13.11.3** The Contractor shall be responsive to reports by the public and intervene through corrective action to the TP and/or driver.
- 13.11.4** Contractor shall include complaints from the public when assigning future trips to a TP.

### **13.12 Reports of Accidents and Moving Violations**

- 13.12.1** The Contractor shall notify EOHHS immediately of any accident resulting in driver or passenger injury or fatality while delivering services under this Contract.
- 13.12.2** The Contractor shall file a written accident report with EOHHS within ten (10) Business Days of the accident and will cooperate with EOHHS during any ensuing investigation. A police report is also required as supporting documentation.
- 13.12.3** The Contractor shall notify EOHHS immediately of any moving violations that occur while delivering services under this Contract. The Contractor must provide a copy of the police report within ten (10) Business Days of the moving violation.
- 13.12.4** The Contractor 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 the moving violation must be maintained in the file of the responsible driver.

- 13.12.5** The requirements in this section must be incorporated in all service agreements between the Contractor and TPs.

### **13.13 Complaint Tiers, Critical Incidents and Reporting Timeframes**

- 13.13.1** Contractor must follow the categorization regarding complaints or critical incidents through the following tiers:

#### **13.13.1.1 Tier 1:**

**13.13.1.1.1** Issues or incidents involving safety, negligence and injury that require immediate attention. Such issues or incidents, include, but are not limited to injury requiring medical care or attention, accidents resulting in injury, evidence of weapon, assault, incidents that require police assistance, sexual harassment, and other incidents where the recipient in danger.

**13.13.1.1.2** Tier 1 complaints shall be notified to EOHHS immediately, but no later than within six (6) hours or sooner from the time the Contractor is informed of the incident.

**13.13.1.1.3** Contractor is responsible for furnishing police reports and any and all associated documentation promptly regarding Tier 1 complaints to EOHHS.

#### **13.13.1.2 Tier 2:**

**13.13.1.2.1** Issues or incidents involving service issues such as accidents without injury (with/without police assistance), wheelchair tie-down issues (not resulting in injury), unresolved disagreements, habitual driver no-show/late/rudeness and other disruptions and questionable behaviors by Contractor and subcontractor staff.

**13.13.1.2.2** Tier 2 complaints shall be notified to EOHHS promptly, but no later than within forty-eight (48) hours or sooner from the time the Contractor is informed of the incident.

**13.13.1.2.3** Contractor is responsible for furnishing police reports and any and all associated documentation promptly regarding Tier 2 complaints to EOHHS.

### **13.13.1.3 Tier 3:**

**13.13.1.3.1** Issues or incidents involving isolated service or behavior issues such as loud music, isolated provider/recipient late, vehicle cleanliness.

**13.13.1.4** Contractor is responsible for reporting complaints to EOHHS and must have an approved policy and procedure for reporting and responding to complaints prior to the Operational Start Date.

**13.13.1.5** Contractor is responsible for obtaining a police report, if available, promptly for Tier 1 and 2 complaints that result in injuries causing bodily harm.

## **13.14 Escalated Complaints and Complaint Resolution Performance Standards**

**13.14.1** Contractor shall have a process for escalated complaints that are from EOHHS, the Governor's Office, a RI Legislator, MCO, AE or health care facility. EOHHS can deem any source of complaint escalated in its discretion.

**13.14.2** All other complaints shall be considered routine complaints.

**13.14.3** Contractor must comply with the following Complaint Resolution Performance Standards:

**13.14.3.1** Ninety percent (90%) per month of all escalated complaints will be resolved within two (2) business days.

**13.14.3.2** Ninety percent (90%) per month of all routine complaints will be resolved within five (5) business days.

**13.14.3.3** Less than five percent (5%) of total complaints per month will be from Dialysis, Oncology Treatment and/or Substance Use Disorder Providers.

**13.14.3.4** Less than five percent (5%) of total complaints per month shall be from a member of the public who files a complaint with the Contractor due to hazardous or unsafe driving.

**13.14.4** EOHHS reserves the right to amend, add or delete Complaint Resolution Performance Standards based on the best interest of the program and the State.

## **14 Contractor-EOHHS Administrative Procedures**

### **14.1 General Administrative Requirements**

- 14.1.1** The Contractor will maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.
- 14.1.2** Personnel must be properly trained and qualified for the functions they perform. Notwithstanding transfer or turnover of personnel, the Contractor remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with Agreement terms.
- 14.1.3** At its discretion, EOHHS may require the Contractor to implement or revise business processes or procedures that support the work described in in this Agreement. The Contractor must implement such changes within thirty (30) Days, unless otherwise indicated in EOHHS' notice.

### **14.2 Contract Administration Between EOHHS and Contractor**

- 14.2.1** This Agreement will be administered for the State by EOHHS. The Contractor's CEO or his or her appointee will serve as the responsible party for all matters related to this Agreement.
- 14.2.2** The EOHHS Contract Manager, or his or her designee, will be the Contractor's primary liaison in working with EOHHS and other state agencies. The EOHHS Contract Manager may appoint liaisons to represent EOHHS on routine communications and other administrative matters.
- 14.2.3** In no instance will the Contractor refer any matter to the Medicaid Program Director, Deputy Medicaid Program Director, EOHHS Secretary or any other official in Rhode Island unless initial contact, both verbal and in writing, regarding the matter has been presented to the EOHHS Contract Manager.
- 14.2.4** Whenever the State is required by this Agreement to provide written notice to the Contractor, such notice will be signed by the EOHHS Contract Manager or their designee.
- 14.2.5** All notices regarding the failure to meet performance requirements and any assessments remedies under this Agreement will be issued by the EOHHS Deputy Medicaid Director or their designee.

### **14.3 Notification of Administrative Changes**

- 14.3.1** The Contractor will notify the EOHHS Contract Manager of all changes materially affecting administration of this Agreement, including any change affecting the Contractor's ability to meet performance standards.
- 14.3.2** The Contractor shall identify the individuals serving as key personnel as required in Attachment F-11, "Contractor Key Personnel Table" of this Agreement and through requested organizational and functional charts required in Section 6, "Contractor Management Requirements."
- 14.3.3** The Contract shall seek prior written approval from EOHHS for all key personnel positions before a candidate is hired as required in this Agreement.

#### **14.4 Subcontracts and Delegation of Duty**

- 14.4.1** All Subcontracts must be in writing to the service or activity delegated under this Agreement.
- 14.4.2** The Contractor will make available all Subcontracts for inspection by the EOHHS, upon request, and during Contract Readiness.
- 14.4.3** All Subcontracts are subject to prior approval by EOHHS. At least thirty (30) Days before executing or amending a Subcontract, the Contractor will provide the proposed Subcontract to EOHHS for review. The Contractor and Subcontractor must promptly respond any questions or requests for information.
- 14.4.4** Notwithstanding EOHHS' approval of a Subcontract, EOHHS reserves the right to designate the Subcontract, or any portion thereof, as unacceptable for any reason or determine that it is otherwise incompatible with this Agreement or any aspect of law, regulation, or policy.
- 14.4.5** Failure to obtain EOHHS approval may result in contract remedies, including corrective actions plans, liquidated damages, or termination. To be eligible for approval, all Subcontractors, and employees, shall be subject to the applicable qualifications in Rhode Island state law and regulation.
- 14.4.6** The Contractor will monitor the performance of all Subcontractors on an ongoing basis, consistent with industry standards and state and federal regulations. This includes conducting formal reviews based on a schedule established by EOHHS. The Contractor and its Representatives must take corrective action on any identified deficiencies or areas of improvement.
- 14.4.7** The Contractor is responsible for performance of the Agreement, whether

Subcontractors are used. The Contractor must execute a written agreement with its Subcontractors that: specifies that Contractor's right to revoke the agreement, outlines reasons for the revocation, and specifies other remedies in instances where EOHHS or the Contractor determines the Subcontractor has not performed satisfactorily. Subcontracts must specify the Contractor may impose sanctions for inadequate performance.

**14.4.8** All Subcontracts must be consistent with the terms of this Agreement and require Subcontractors to comply with all applicable provisions of state and federal laws. In addition, the following provisions of this Agreement must be incorporated into all Subcontracts:

**14.4.8.1** General Conditions of Purchases and Addendum A through E, if designated as applicable to the Contractor under this Agreement.

**14.4.8.2** Attachment F-2, Article 3, "Governing Laws and Regulations"; and Article 7, "Intellectual Property."

#### **14.5 Subcontracting with Minority and Women Business Enterprise**

**14.5.1** In accordance with [R.I. Gen. Laws § 37.14.1](#), "Minority Business Enterprise," and promulgating regulations including [220-RICR-80-10-2](#), the Contractor must comply with state and federal requirements regarding participation by minority business enterprises (MBE) and women business enterprises (WBE).

**14.5.2** The Contractor's responsibilities include:

**14.5.2.1** Notifying MBE/WBE-certified businesses of subcontracting opportunities.

**14.5.2.2** Demonstrating good faith efforts to contract with MBE/WBE businesses to further the State's goal of awarding ten percent (10%) of the dollar value of the Contract to MBE/WBE businesses.

**14.5.2.3** Submitting reports in accordance with DOA requirements.

**14.5.3** Additional information regarding MBE/WBE requirements is available through the DOA Office of Diversity, Equity, and Opportunity website.

#### **14.6 Responsibility for Contractor Representatives**

**14.6.1** The Contractor's Representatives will not in any way be considered employees of EOHHS or the State of Rhode Island.

**14.6.2** Except as expressly permitted in this Agreement, neither the Contractor nor its

Representatives may act in any sense as agents or representatives of EOHHS or the State of Rhode Island.

- 14.6.3** The Contractor agrees that anyone it employs to fulfill the terms of the Agreement remains under its sole direction and control.
- 14.6.4** The Contractor assumes sole and full responsibility for its acts and the acts of its Representatives.
- 14.6.5** The Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by the Contractor (including, but not limited to, claims of discrimination against the Contractor or its Representatives) is the sole responsibility of the Contractor. The Contractor will indemnify and hold harmless EOHHS and the State from all claims asserted against EOHHS or the State arising out of such employment or alleged employment by the Contractor.
- 14.6.6** The Contractor understands that any person who alleges a claim arising out of employment or alleged employment by the Contractor will not be entitled to any compensation, rights, or benefits from EOHHS or the State including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits.
- 14.6.7** The Contractor is responsible for damages incurred by the Contractor's Representatives within the scope of their duties under the Contract.
- 14.6.8** The Contractor is responsible for determining the hours to be worked and duties to be performed by its Representatives unless otherwise noted in this Agreement.
- 14.6.9** The Contractor will inform all Representatives that there is no right of subrogation, contribution, or indemnification against EOHHS or the State of Rhode Island for any duty owed to them by the Contractor, or any judgment rendered against the Contractor.
- 14.6.10** The Contractor understands that EOHHS and the State do not assume liability for the actions of, or judgments rendered against, the Contractor or its Representatives. The Contractor agrees that it has no right to indemnification or contribution from EOHHS or the State for any such judgments rendered against the Contractor or its Representatives.

#### **14.7 Cooperation with Other Entities**

- 14.7.1** The Contractor agrees to reasonably cooperate with and work with the other EOHHS covered entities, EOHHS contractors, and third-party representatives as requested by EOHHS.
- 14.7.2** The Contractor must ensure its Representatives cooperate with EOHHS or other state or federal administrative agency personnel at no charge for purposes relating to the administration of the Non-Emergency Medical Transportation Program, including for the following purposes:
  - 14.7.2.1** The investigation and prosecution of Fraud, Waste, and Abuse;
  - 14.7.2.2** Audit, inspection, or other investigative purposes;
  - 14.7.2.3** Testimony in judicial or quasi-judicial proceedings; and
  - 14.7.2.4** The delivery of information to EOHHS or other agencies' investigators, auditors, or legal staff.

#### **14.8 Employment Practices**

- 14.8.1** The Contractor will comply all applicable state and federal requirements relating to fair employment practices and agrees further to include a similar provision all Subcontracts.
- 14.8.2** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age (except as provided by law), marital status, political affiliation, or handicap.
- 14.8.3** The Contractor will take affirmative action to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, disability, or handicap. Such action will be taken in areas including: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 14.8.4** The Contractor will comply with the requirements of the following laws and regulations:
  - 14.8.4.1** Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et. seq.);
  - 14.8.4.2** Rehabilitation Act of 1973, as amended ([29 U.S.C. 794](#));



**14.8.4.3** Title IX of the Education Amendments of 1972 (regarding education programs and activities) ([20 U.S.C. 1681](#) et. seq.);

**14.8.4.4** Americans with Disabilities Act of 1990 ([42 U.S.C. 12101](#) et. seq.);

**14.8.4.5** Age Discrimination Act of 1975;

**14.8.4.6** Section 1557 of the Patient Protection and Affordable Care Act (ACA).

**14.8.5** Failure to comply with this section may be the basis for cancellation of this Agreement.

**14.8.6** The Contractor will comply with all other state and federal laws, rules, or regulations that are or may be applicable to employment practices but not specifically mentioned in this section or Agreement.

#### **14.9 Employment of State Personnel**

**14.9.1** Unless authorized in writing by the Rhode Island EOHHS Secretary, Rhode Island Medicaid Program Director or their delegate, the Contractor and its Representatives may not recruit, employ, or otherwise engage EOHHS staff, consultants, or other state augmentation contractors who, in the twelve (12) month period prior to employment or engagement, either

**14.9.1.1** Participated in the design, development, evaluation, or oversight of this procurement resulting in this Agreement.

**14.9.1.2** Worked on projects relating to, or had oversight responsibility for, projects relating to the Rhode Island Non-Emergency Medical Transportation Program or Rhode Island Medicaid Managed Care Program.

**14.9.1.3** The penalty for violating the above conditions will result in an administrative sanction of:

**14.9.1.3.1** \$2,500 per employee, consultant, or contractor.

**14.9.1.3.2** An added \$2,500.00 penalty per month if the Contractor or its Representative fails to terminate the employee, consultant, or contractor after receiving written notice of the violation.

#### **14.10 RI Works Participants**

**14.10.1** The State operates a worker training and employment assistance program known as the RI Works. As part of its hiring practices, the Contractor agrees to

consider qualified RI Works individuals for employment openings.

- 14.10.2** The Contractor agrees to make good faith efforts to fill at least fifty percent (50%) of their new or open positions related to this Agreement with RI Works participants, providing they are qualified for the positions.

#### **14.11 Payments to Institutions or Entities Located Outside of the U.S**

- 14.11.1** The Contractor must be located within the U.S.
- 14.11.2** The Contractor will issue no payments for items or services to providers, provider bank accounts or business agents located outside of the U.S., Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa.

#### **14.12 Prohibited Affiliations**

- 14.12.1** The Contractor may not knowingly contract with or employ, either directly or indirectly:
  - 14.12.1.1** An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under Federal Acquisition Regulations or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing the order.
  - 14.12.1.2** An individual or entity that is excluded from participation in any federal health care program under [Section 1128](#) or [1128A](#) of the Social Security Act.
  - 14.12.1.3** An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in Section 3.1.17.1(a).
- 14.12.2** The relationships described in this Section are as follows:
  - 14.12.2.1** A director, officer, or partner of the Contractor.
  - 14.12.2.2** A Network Provider, employee, consultant, or other Subcontractor of the Contractor.
  - 14.12.2.3** A person with beneficial ownership of five (5%) percent or more of the Contractor's equity.
  - 14.12.2.4** A person with employment, consulting, or other arrangement with the

Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract.

#### **14.13 Disclosure of Contractor's Ownership and Control**

**14.13.1** The Contractor must submit, for EOHHS review, forms documenting full and complete disclosure of the Contractor's ownership and controlling interest. Disclosures will be due at any of the following times:

**14.13.1.1** When the Contractor submits the proposal in accordance with the State's procurement process.

**14.13.1.2** Upon execution, renewal, or extension of the Agreement.

**14.13.1.3** Within thirty-five (35) Days after any change in the Contractor's ownership.

**14.13.1.4** The Contractor will disclose the following information, based on [42 C.F.R. §455.104](#):

**14.13.1.4.1** The name and address and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity. The address for corporate entities must include as applicable business address, every business location, and P.O. Box address.

**14.13.1.4.2** Date of birth and Social Security Number (in the case of an individual);

**14.13.1.4.3** Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity or in any Subcontractor in which the disclosing entity has five percent (5%) or more interest.

**14.13.1.4.4** Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity is related to another person with an ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

**14.13.1.4.5** Whether the person (individual or corporation) with an ownership or control interest in any Subcontractor in which the disclosing entity has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

**14.13.1.4.6** The name of any other disclosing entity in which an owner of the disclosing entity (or managed care entity) has an ownership or control

interest.

**14.13.1.4.7** The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity.

**14.13.1.4.8** The Contractor must keep and submit copies of completed disclosure forms to EOHHS within thirty-five (35) Days of a written request.

**14.13.1.4.9** The information described in this Section must be submitted concurrently with a certification from the Contractor's CEO, CFO, or a direct report of the CEO or CFO with delegated authority to sign on their behalf. The certification must attest, based on best information, knowledge, and belief that the data, documentation, and information are accurate, complete, and truthful.

**14.13.1.4.10** The Contractor will post on its website the name and title of individuals who have ownership of the organization. This requirement applies only to any individual or entity that has a contract with the Contractor that relates directly or indirectly to the performance of the Contractor's obligations under this Agreement, not including a network provider.

#### **14.14 Requested Response Timeframes**

**14.15** The Contractor shall respond to requests from EOHHS within the following timeframes:

**14.15.1** Requests from EOHHS shall be acknowledged in writing within one (1) Business Day of receipt and addressed within five (5) Business Days of receipt, or within the time-period specified by EOHHS in the request; and,

**14.15.2** Requests that originate from the Office of the Governor, the EOHHS Office of the Secretary, or a Rhode Island legislator shall be addressed within twenty-four (24) hours of receipt, or within the time-period specified by EOHHS in the request.

**14.15.3** The Contractor shall respond to public records requests as directed by EOHHS in accordance with State and federal law.

## **15 Contract Readiness Review Requirements**

### **15.1 Introduction**

- 15.1.1** This section includes the Scope of Work for the Readiness Review phase of the Agreement, which must be completed sixty (60) days before the Operational Start Date.
- 15.1.2** During Readiness Review, EOHHS will assess the Contractor's adherence to Readiness Review requirements and capability to assume the functions required under this Agreement.
- 15.1.3** To complete the assessment, EOHHS will consider the Contractor's assurance of readiness, information contained in the Contractor's proposal, systems testing, and documentation supplied during Readiness Review.
- 15.1.4** If the Contractor does not fully meet the Readiness Review prior to the Operational Start Date, EOHHS may impose a Monetary Penalty for each Calendar Day beyond the Operational Start Date that the Contractor is not operational.
- 15.1.5** The Contractor is responsible for all implementation and Start-Up costs associated with this agreement.

### **15.2 General Requirements**

#### **15.2.1 Deficiencies Identified During Readiness Review**

- 15.2.1.1** If the Contractor or EOHHS identify a deficiency during Readiness Review, the Contractor must either:
  - 15.2.1.1.1** Correct the deficiency within five (5) Days of discovering or receiving written notice of deficiency; or,
  - 15.2.1.1.2** If the deficiency requires more than five (5) Days to correct, provide a Corrective Action Plan or Risk Mitigation plan within the timeframe directed by EOHHS.
- 15.2.2** EOHHS will make all final decisions regarding the Contractor's operational readiness.
- 15.2.3 Desk and Onsite Reviews**
  - 15.2.3.1** EOHHS may conduct Readiness Review activities via desk reviews and

onsite reviews, as well as thorough systems testing and file exchanges and other requested deliverables.

- 15.2.3.2** A portion of the Readiness Review will be performed onsite at the Contractor's administrative office or other locations identified by EOHHS. EOHHS shall decide which forum to conduct a particular review.
- 15.2.3.3** If the Contractor fails to provide pre-onsite materials as requested, EOHHS may choose to delay the onsite review and contractual remedies, including liquidated damages, may apply.
- 15.2.3.4** The Contractor will be responsible for all travel costs incurred by EOHHS staff or designees participating in onsite Readiness Reviews.

### **15.3 Readiness Review Schedule**

- 15.3.1** EOHHS will provide the Contractor with a Readiness Review Schedule with timelines for completing all Readiness Review activities.
- 15.3.2** The Contractor must complete all Readiness Review activities to the satisfaction of EOHHS.

### **15.4 Readiness Review Activities**

- 15.4.1** If the Contractor identifies information needed from EOHHS to complete Readiness Review activities, the Contractor must submit a written request for information in a manner that does not delay the schedule or work to be performed.
- 15.4.2** The Parties will work together during Readiness Review to:
  - 15.4.2.1** Establish communication protocols.
  - 15.4.2.2** Establish contacts with EOHHS staff and other contractors.
  - 15.4.2.3** Clarify expectations for the content and format of deliverables.
  - 15.4.2.4** The Contractor must submit a Transition Plan and monthly progress reports by the dates identified in the Readiness Review Schedule. At a minimum, the Transition Plan must include:
    - 15.4.2.4.1.1** Staffing patterns and key personnel for all major Agreement functions.

**15.4.2.4.1.2** Proposed schedules for Readiness Review demonstrations.

**15.4.2.4.1.3** Other requirements identified by EOHHS.

**15.4.3** The Contractor is required to:

**15.4.3.1** Meet all Readiness Review timelines.

**15.4.3.2** Be responsive to EOHHS questions and requests within designated timeframes.

**15.4.3.3** Provide adequate space and facilities for onsite reviews.

**15.4.3.4** Include all staff and Subcontractors responsible for the functions described in this Agreement in Readiness Review activities.

## **15.5 Project Implementation**

**15.5.1** The Contractor is responsible for obtaining all relevant trip data from EOHHS and EOHHS' outgoing Contractor prior to the Operational Start Date. This includes, but is not limited to:

**15.5.1.1** Member data and their established Level of Service;

**15.5.1.2** Future Scheduled Trips;

**15.5.1.3** Active Standing Orders;

**15.5.1.4** Healthcare provider and trip destination data;

**15.5.1.5** Transportation Provider data;

**15.5.1.6** Any other information needed to ensure uninterrupted continuity of services.

**15.5.2** The Contractor shall submit to EOHHS as Part of Readiness Review, for its review and approval, an Implementation Plan that includes a schedule for key implementation activities and milestones and a process for ensuring the continuity of services.

## **15.6 Implementation Work Plan**

**15.6.1** The Contractor must prepare and maintain an Implementation Work Plan that includes all the activities requires to begin operations successfully under this Contract.

**15.6.2** The Implementation Work Plan must be sufficiently detailed to enable EOHHS 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.

**15.6.3** Each activity listed in the Implementation Work Plan must include a description of the task, a schedule start date, and, a scheduled completion date.

**15.6.4** The types of activities requires to be included in the Work Plan include, but are not limited to, the following:

**15.6.4.1** Acquisition of office space, furniture, and telecommunications and computer equipment;

**15.6.4.2** Hiring and training of Key Personnel and call center staff,

**15.6.4.3** Completion of all TP contracts;

**15.6.4.4** Credentialing of TPs, drivers and vehicles;

**15.6.4.5** Call center operations;

**15.6.4.6** Operational readiness testing of daily operational requirements to see that they are functioning adequately;

**15.6.4.7** Staff training plan and installation calendar for the trip scheduling and reservations system;

**15.6.4.8** Member education;

**15.6.4.9** Community meetings to educate members, health care facilities, EOHHS, MCO, AE staff on the new Contractor processes; and,

**15.6.4.10** Development of required deliverables, including reports, operational procedures manual, encounter data submission procedures, quality assurance plan, and disaster recovery plan.

**15.6.5** The Contractor must submit for EOHHS approval a final work plan within fifteen (15) Business Days of Contract Execution.

#### **15.6.6 Changes to Key Personnel and Organization**

**15.6.6.1** The Contractor must submit a report identifying:

**15.6.6.1.1** Key Personnel meeting the requirements of Section 6, Contractor Management Requirements, including current resumes. Changes to Key



Personnel identified in the Contractor's Proposal must be approved by EOHHS.

**15.6.6.1.2** Job descriptions, organizational charts, and other organizational information that has changed since proposal submission.

## **15.6.7 Financial Readiness Review**

**15.6.7.1** The Contractor must submit a Financial Report that:

**15.6.7.1.1** Identifies whether the Contractor or its ultimate parent organization has experienced a material financial deterioration or change following proposal submission. The report must describe any changes to financial statements, including changes to net worth; cash flow; loss of contracts; credit, audit, regulatory or legal issues; and major contingencies. In addition, the report must describe any issues regarding changes in ownership or control.

**15.6.7.1.2** Includes the most recently updated financial statements for the Contractor and ultimate parent organization (internal financial statements, annual statements, and audited statements). Except for internal financial statements, the financial statements should generally include the notes, management discussion, and where appropriate, the audit letter.

**15.6.7.1.3** Includes the most recent financial reports to and registration statements with the Rhode Island Department of Business Regulation; IRS Form 990; and bond or debt rating analysis. It is not necessary to submit updated SEC 10-K or 10-Q filings with the report.

**15.6.7.2** The Contractor must submit documentation demonstrating it has secured all required bonds.

**15.6.7.3** If the Contractor intends to include employee bonus or incentive payments as allowable administrative expenses in financial reports, it must furnish an Employee Bonus or Incentive Plan. The plan must include the:

**15.6.7.3.1.1** Criteria for establishing bonus or incentive payments.

**15.6.7.3.1.2** Methodology to calculate payments.

**15.6.7.3.1.3** Timing of payments.

**15.6.7.4** EOHHS must approve all substantive revisions to the Employee Bonus or

Incentive Plan at least thirty (30) Days before revisions take effect.

**15.6.7.5** EOHHS reserves the right to disallow all or part of the Employee Bonus or Incentive Plan that it deems inappropriate. All bonus or incentive payments are subject to audit and must conform with the cost reporting and financial requirements in this Agreement.

**15.6.7.6** The Contractor must submit a TPL Policy describing how the Contractor will conduct the following activities

**15.6.7.6.1.1** Cost avoidance activities;

**15.6.7.6.1.2** Payment reductions based on third-party payments for any part of a Covered Service;

**15.6.7.6.1.3** Payment recovery activities;

**15.6.7.6.1.4** Identification of other forms of insurance processes and procedures;

**15.6.7.6.1.5** Subrogation, including the analysis of the State motor vehicle accident report file data exchange required under [42 C.F.R. § 433.138\(d\)\(4\)\(ii\)](#) to identify potential subrogation claims and identify Members with a legal liable third party; and

**15.6.7.6.1.6** The analysis of the State motor vehicle accident report file data exchange required under [42 C.F.R. § 433.138\(d\)\(4\)\(ii\)](#) to identify potential subrogation claims and identify Members with a legal liable third party and methods for conducting diagnosis and trauma code editing to identify potential subrogation claims.

## **15.6.8 Systems Readiness Review**

**15.6.8.1** The Contractor must submit descriptions of interface and data and process flow for each key business processes described in Section 12, "Contractor System Performance Requirements and Standards."

**15.6.8.2** The Contractor must have clearly defined policies and procedures to support day-to-day MIS activities.

**15.6.8.3** During Readiness Review, the Contractor must submit the following plans:

**15.6.8.3.1** Disaster Recovery Plan.

**15.6.8.3.2** Business Continuity Plan.

- 15.6.8.3.3** Security Plan.
- 15.6.8.3.4** Joint Interface Plan.
- 15.6.8.3.5** Risk Management Plan.
- 15.6.8.3.6** Systems Quality Assurance Plan.
- 15.6.8.3.7** Continuity of Operations Plan
- 15.6.8.4** The Business Continuity Plan and the Disaster Recovery Plan may be combined into one (1) document.
- 15.6.8.5** During Readiness Review, the Contractor must demonstrate its system capabilities and adherence to Agreement specifications, including requirements relating to claims management, encounter data submission, transportation trip management data systems and Member information. EOHHS will provide the Contractor with a test plan outlining activities the Contractor must perform prior to the Operational Start Date.
- 15.6.8.6** The Contractor must have hardware, software, network and communications systems with the capability and capacity to handle and operate all MIS systems and subsystems (collectively “systems”) identified in Section 3.26, “Claims Processing and MIS.” For example, the MCO’s MIS system must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 15.6.8.7** During Readiness Review testing:
  - 15.6.8.7.1** The Contractor’s systems must accept all data files and information provided by EOHHS or its contractors.
  - 15.6.8.7.2** The Contractor must install and test all hardware, software, and telecommunications required to support the Agreement.
  - 15.6.8.7.3** The Contractor must identify and test systems modifications need to support the business functions of the Agreement.
  - 15.6.8.7.4** The Contractor must produce data extracts and receive all electronic data transfers and transmissions.
  - 15.6.8.7.5** Provide test data files for systems and interface testing for all external interfaces (e.g., member hotline, provider support line, EOHHS administrative contractors).

- 15.6.8.7.6** The Contractor must execute all systems readiness testing cycles required by EOHHS.
- 15.6.8.8** The Contractor must provide documentation demonstrating its systems and facilities comply with HIPAA security requirements.
- 15.6.8.9** EOHHS may independently test whether the Contractor's systems have the capacity to administer the EOHHS managed care programs.
- 15.6.8.10** The Contractor is responsible for all costs incurred by EOHHS due to system errors, regardless of whether these errors were discovered during Readiness Review testing.
- 15.6.8.11** The Contractor must provide EOHHS a summary of all recent external audit reports, including findings and corrective actions, relating to the Contractor's proposed systems, including any SSAE16 audits conducted in the prior three (3) years.
- 15.6.8.12** The Contractor must make additional information regarding the details of such system audits available to EOHHS upon request.

#### **15.6.9 Operational Readiness Review**

- 15.6.9.1** Within ten (10) Business Days of the Agreement Effective Date, EOHHS will provide to the Contractor a readiness review tool outlining the evidence of readiness the Contractor must provide for each element of the Operational Readiness Review.
- 15.6.9.2** The Contractor must clearly define and document the policies and procedures it will follow to support day-to-day business operations, including coordination with Subcontractors and EOHHS contractors.
- 15.6.9.3** At a minimum, the Contractor must submit the following documents for EOHHS review and approval during Readiness Review. The documents must meet the NEMT Manual specifications, where applicable:
  - 15.6.9.3.1** Network Adequacy Plan, including a list of all contracted and TP providers and a description of contracting and credentialing activities to be completed before the Operational Start Date.
  - 15.6.9.3.2** Training curriculum for Member Services staff and Network Providers.
  - 15.6.9.3.3** Oversight and Coordination Plan documenting how the Contractor will oversee subcontracted functions and coordinate its business activities

with those performed by Subcontractors and EOHHS contractors.

**15.6.9.3.4** Pre-delegation audit of subcontracted functions, including an evaluation of each Subcontractor's readiness to perform the delegated functions. The audit will encompass all duties and responsibilities that have been delegated to Subcontractors and include a risk evaluation.

**15.6.9.3.5** Draft Member and TP Provider materials, including the Contractor's Member Handbook, TP Manual, Provider website content, hotline scripts and messaging, and other Member and Provider materials identified by EOHHS.

**15.6.9.3.6** Member Grievance and State Fair Hearing policies and procedures.

**15.6.9.3.7** Program Integrity and Fraud, Waste, and Abuse Compliance Plan.

**15.6.9.3.8** Strategic Diversity and Inclusion Plan (to be updated annually during the Operations Phase).

**15.6.9.3.9** Care Coordination with MCOs and AEs.

**15.6.9.3.10** Quality Improvement Plan.

**15.6.9.3.11** Copies of all Major Subcontracts.

**15.6.9.3.12** Documentation showing the Contactor has secured all required insurance coverage.

**15.6.9.3.13** Proof of licensure or approval with the Rhode Island Department of Business Regulation.

**15.6.9.3.14** Proof of other requested accreditation and certifications.

**15.6.9.4** The Contractor must demonstrate toll-free telephone systems and reporting capabilities for the Member Services and provider hotlines.

**15.6.9.5** To the extent any Readiness Review topics or documentation relate to services provided by a Subcontractor of the Contractor, Contractor must assure that Subcontractor staff fully comply with and participate in Readiness Review activities.

**15.6.9.6** At EOHHS' discretion, the Contractor may not be eligible for payment prior to meeting all Readiness Review criteria.

#### **15.6.10 Operational Readiness Testing**

**15.6.10.1** Approximately three (3) weeks before the Operational Start Date, the Contractor must pass an operational readiness-testing program. Representatives from EOHHS will visit the Contractor's facility and determine whether all systems are operational and ready for full-time service.

**15.6.10.2** During the test, the Contractor will ensure that:

**15.6.10.2.1** Telephone systems are fully functional;

**15.6.10.2.2** Computer systems are fully operational;

**15.6.10.2.3** Staffing is in compliance with the RFQ and the Contractor's proposal, and,

**15.6.10.2.4** All deliverables required in this RFQ are available for review and approval.

**15.6.10.3** The Contractor will be required to demonstrate readiness for the following systems and processes:

**15.6.10.3.1** Central Office operations (this includes telephone and computer system interactions);

**15.6.10.3.2** Member intake and transportation request process;

**15.6.10.3.3** Scheduling and TP notification procedures;

**15.6.10.3.4** After-hours coverage arrangements;

**15.6.10.3.5** Gatekeeping protocols;

**15.6.10.3.6** Denial process;

**15.6.10.3.7** Grievance and State Fair Hearing Process;

**15.6.10.3.8** Quality assurance and provider monitoring;

**15.6.10.3.9** TP service agreements;

**15.6.10.3.10** Vehicle inspection reports;

**15.6.10.3.11** Encounter data submission procedure;

**15.6.10.3.12** Reporting procedures; and,

**15.6.10.3.13** Any other items or functions as deemed necessary by EOHHS.

**15.6.10.4** The Contractor will have an opportunity to make corrections and will be required, upon request by EOHHS, to submit proof to EOHHS that the corrections were made. The Contractor will not begin service until the operational readiness test is complete and the Contractor is fully ready to provide service.

**15.6.10.5** Funding will also be withheld until the Contractor passes the Operational Readiness Tests.

**15.6.10.6** Once operational readiness testing has been completed and approved by EOHHS, the Contractor will begin taking reservations.

**15.6.10.7** EOHHS shall decide if the Contract has passed Operational Readiness Testing.

## **15.7 Additional Assurances**

**15.7.1** In addition to the deliverables described in this section, the Contractor must assure EOHHS that all processes, MIS systems, and staffed functions are ready, and the Contractor is able to successfully assume all contractual responsibilities prior to the Operational Start Date.

**15.7.2** The Contractor must assure EOHHS:

**15.7.2.1** Key personnel, staff, and Subcontractors are hired and trained.

**15.7.2.2** MIS systems and interfaces are in place and functioning properly.

**15.7.2.3** Communications procedures are in place.

**15.7.2.4** TP contracts have been fully executed.

**15.7.2.5** TP Provider Manuals have been distributed.

**15.7.2.6** TP training sessions have occurred according to an EOHHS-approved schedule.

**15.7.3** EOHHS reserves the right to request additional information, including more detailed or up-to-date information regarding the Contractor's operating procedures and documentation.

#### **15.7.4 Waiver or Amendment of Readiness Review Requirements**

- 15.7.4.1** EOHHS reserves the right to waive or amend one (1) or more Readiness Review requirements, and to allow incumbent vendors to modify previously approved materials.

#### **15.7.5 Additional Readiness Review Activities**

- 15.7.5.1** EOHHS may require the Contractor to complete all or some of the Readiness Review activities described in this section at any time during the term of the Contract, including the option for a targeted annual compliance review, if the Contractor:

- 15.7.5.1.1** Exhibits evidence where it is found to be less than fully compliant regarding elements under this Contract.
- 15.7.5.1.2** Begins providing a new service or benefit.
- 15.7.5.1.3** Expands operations to transportation brokerage markets.
- 15.7.5.1.4** Makes a change to its Major Subcontractor
- 15.7.5.1.5** Makes a significant change to the Contractor's TP Network
- 15.7.5.1.6** Implements a major system change after the Operational Start Date.



## **16 Population Health and Value-Based Care Supports**

### **16.1 Purpose**

- 16.1.1** EOHHS seeks to advance population health management strategies and believe that access to reliable transportation is a critical social determinant of health for members to receive appropriate health care services.
- 16.1.2** Contractor must develop and implement population health to promote equity, redress health disparities and achieve optimal health outcomes for all Medicaid Members related to accessing NEMT.
- 16.1.3** Achieving Health Equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and disparities

### **16.2 Contractor Health Equity Plan**

- 16.2.1** The Contractor must participate in and support EOHHS' efforts to achieve Health Equity by reducing health disparities and social risk factors within Rhode Island's diverse communities.
- 16.2.2** The Contractor must develop and implement a Health Equity, Diversity and Inclusion Plan and strategy that complies with this Agreement.
- 16.2.3** The Contractor's Health Equity, Diversity and Inclusion Plan and strategy must:
  - 16.2.3.1** Identify areas to improve access to NEMT transportation for Medicaid and ETP members;
  - 16.2.3.2** Reflect specific Member populations, communities, languages spoke and sociocultural dynamics;
  - 16.2.3.3** Identify disparities in health care access related to a lack of access to transportation that drive those positive health outcomes;
  - 16.2.3.4** Prioritize the Health Equity outcomes that align with EOHHS' mission and goals that are most meaningful to the Contractor's Members;
  - 16.2.3.5** Establish measurable target reductions for specified health disparities related to accessing transportation through QI or QA related activities;
  - 16.2.3.6** Identify programs, strategies and interventions to meet established targets to reduce disparities and address social risk factors with other EOHHS initiatives;

- 16.2.3.7** Solicit engagement and feedback from a representative group of Members to ensure that Contractor's Health Equity, Diversity and Inclusion Plan and strategy reflects the ethnic and cultural diversity of Rhode Island NEMT Members;
- 16.2.3.8** Identify and help coordinate community services and resources that can be offered to Members to address SDoH needs and demonstrate working relationships with community organizations to refer to and support provision of those services.
- 16.2.3.9** Identify how the Contractor, its Subcontractors and TP Network Providers will engage and support the State's broader Health Equity initiatives, including those involving sister agencies, such as the Department of Health (RIDOH), Rhode Island Office of Healthy Aging (OHA), Rhode Island Department of Corrections (DOC), Department of Behavioral Health, Developmental Disabilities, and Hospitals (BHDDH).
- 16.2.4** The Contractor's Health Equity, Diversity and Inclusion Plan and strategy must be submitted for review and approval by EOHHS during Readiness Review, and annually thereafter, and upon modification.
- 16.2.5** The Contractor must monitor progress toward implementing its Health Equity, Diversity and Inclusion Plan and strategy and must submit quarterly reports to EOHHS that include:
  - 16.2.5.1** A narrative description of activities undertaken.
  - 16.2.5.2** Quantitative progress toward meeting the measurable targets and goals identified in the plan and strategy.

### **16.3 Coordination with MCOs and AEs to Support Gaps in Care**

- 16.3.1** Transportation is an out-of-plan benefit under MCO contracts. MCOs are responsible for case management supports for Medicaid recipients enrolled in the Managed Care Program.
- 16.3.2** For Medicaid recipients who are enrolled in a managed care organization (MCO) and attributed to an EOHHS Certified Accountable Entity (AE), the Contractor shall be responsible for providing transportation coordination and transportation related assistance for members and to assist MCOs and AEs with timely transportation of enrollees for their members.
- 16.3.3** The Contractor is not responsible for case management services under this Agreement and cannot bill EOHHS for services related to rendering case

management services under a medical benefit expense.

- 16.3.4** The Contractor must coordinate with the Member's MCO case manager or AE case manager, as appropriate, in resolving issues related to transportation or challenges with member's accessing transportation through the Rhode Island NEMT Program.
- 16.3.5** The Contractor must designate a Health Care Manager for this Contract who shall be responsible for coordinating with health care providers, members and case managers to promote coordination and information sharing.
- 16.3.6** The Contractor is responsible for hosting and facilitating meetings with health care facilities, MCOs, AEs and stakeholders to educate on transportation brokerage policies, program updates, and business processes. Contractor shall invite the EOHHS Contract manager or their designee to attend such meetings. Meetings shall be scheduled with key stakeholders on at least a monthly basis or on a cadence agreed upon with community partners.
- 16.3.7** Contractor shall develop and implement QA/QI processes to better align health care delivery systems and support access to NEMT services for members with chronic health conditions or members who need complex case management.
- 16.3.8** Contractor shall provide any technical assistance or technology integrations, such as APIs or other data integration software, to ensure appropriate data sharing and collaboration among covered entities. Contractor shall be responsible for any technology modifications to accommodate API integrations with any MCOs, AE, or EOHHS approved health care providers who need access to Contractor's NEMT software or data systems.
- 16.3.9** Contractor shall receive prior approval from EOHHS regarding any exclusive arrangements between MCOs and AEs regarding exclusive TP networks or access requirements.
- 16.3.10** Contractor shall work cooperatively with MCOs, AEs and other key stakeholders in supporting goals to address social risk factors and SDOH including appropriate data sharing to support EOHHS' visions and health systems goals.
- 16.3.11** Contractor must take an active role and leadership to address challenges and barriers to accessing transportation within the Rhode Island health care delivery system related to benefits provided in the Rhode Island NEMT Program.

## 17 Quality Assurance

### 17.1 General Requirements

- 17.1.1** The Contractor will develop and implement an ongoing, comprehensive Quality Program and Performance Improvement Program (QAPI) for services it furnishes to its Members, regardless of payor source or eligibility category.
- 17.1.2** The QAPI align with the objectives of Rhode Island's Medicaid Managed Care Quality Strategy (Quality Strategy) and any priorities identified by EOHHS, including the goals of advancing Health Equity and promoting value-based, high-quality care for all Rhode Island residents.
- 17.1.3** The Contractor's Quality Management and Quality Improvement (QM/QI) and Quality Assessment and Performance Improvement (QAPI) programs must align with EOHHS' priorities, goals and objectives as detailed in the Quality Strategy.
- 17.1.4** The Contractor must deliver quality transportation services that enables Members to access their health care service appointments and empower members in their health care decisions.
- 17.1.5** The Contractor must apply the principles of continuous quality improvement (CQI) to all aspects of the Contractor's service delivery system through ongoing analysis, evaluation and systematic enhancements based on:
  - 17.1.5.1** Quantitative and qualitative data collection with data-driven decision-making.
  - 17.1.5.2** Up-to-date evidence-based practice guidelines consisting of explicit criteria developed by professional societies or, where evidence-based practice guidelines do not exist, consensus of professionals in the field. The guidelines must:
    - 17.1.5.2.1** Be based on valid and reliable evidence or a consensus of providers in the particular field.
    - 17.1.5.2.2** Consider the needs of Members.
    - 17.1.5.2.3** Be adopted in consultations with TPs.
    - 17.1.5.2.4** Reviewed and updated periodically as appropriate.
    - 17.1.5.2.5** Consistent with the Contractor's decisions regarding Member education,

coverage of services, and other areas of evidence-based management.

**17.1.5.3** Feedback provided by Members and Providers in the design, planning, and implementation of CQI activities.

**17.1.5.4** Issues identified by EOHHS, the Contractor, or TPs.

## **17.2 Reporting**

**17.2.1** The Contractor must measure and report to the EOHHS on its performance, using the standard measures required by the EOHHS, and submit data to the EOHHS according to the schedule described in the NEMTM.

### **17.2.2 Quality Program Basic Elements**

**17.2.2.1** The Quality Program must be specific to the Rhode Island NEMT Program requirements.

**17.2.2.2** In accordance with [42 C.F.R. § 438.330](#), the Quality Program will include a well-defined Quality Assessment and Performance Improvement (QAPI) Program that includes all of the following:

**17.2.2.2.1** The systematic collection, submission, and evaluation of performance measurement data, including any required by EOHHS, CMS, and nationally validated initiatives and frameworks.

**17.2.2.2.2** Performance Improvement Projects (PIPS)

**17.2.2.2.3** Implementation of system interventions to remediate identified problems and achieve improvement in quality.

**17.2.2.2.4** A process to evaluate the effectiveness of interventions.

**17.2.2.2.5** Planning and initiation of activities for increasing or sustaining improvement.

**17.2.2.2.6** A mechanism to interpret and disseminate data pertaining to quality to Subcontractors and Network Providers.

## **17.3 Quality Program Structure**

**17.3.1** The Contractor will maintain a well-defined organizational structure for its Quality Program.

**17.3.2** At a minimum the Quality Program must be:

- 17.3.2.1** Implemented organization-wide, with clear lines of accountability within the organization that establish that the Contractor's Board of Directors and Executive Management are ultimately accountable for the effectiveness of the QAPI Program and the quality of transportation services provided to Members.
- 17.3.2.2** Include a set of functions, roles, and responsibilities for the oversight of QAPI Program activities that are clearly defined and assigned to appropriate individuals and meet the requirements of this Section.

#### **17.4 Quality Management/Quality Improvement Committee**

- 17.4.1** The Contractor will have a Quality Management/Quality Improvement (QM/QI) Committee that will be responsible for informing the development and providing oversight of the Contractor's Quality Program.
- 17.4.2** The QM/QI Committee will:
  - 17.4.2.1** Meet at least quarterly.
  - 17.4.2.2** Maintain written minutes of all Committee and subcommittee meeting minutes and submit meeting minutes to EOHHS. A copy of the signed and dated written minutes for each meeting must be available after the minutes are approved and must be available for review upon request and during EQRO reviews.
  - 17.4.2.3** Provide EOHHS Managed Care Quality Director advance notice of all regularly scheduled meetings of the QM/QI committee within ten (10) Days. To the extent allowed by law, the EOHHS Managed Care Quality or his/her designee may attend the QM/QI Committee at his/her option.

#### **17.4.3 Performance Improvement Plans**

- 17.4.3.1** On an annual basis, the Contractor will conduct not less than two (2) performance improvement projects (PIPS).
- 17.4.3.2** EOHHS may require the Contractor to perform up to two (2) additional projects for a maximum of four (4) projects.
- 17.4.3.3** EOHHS reserves the right to add additional PIPs based on Contractor performance.
- 17.4.3.4** EOHHS, in consultation with CMS and other stakeholders, may require specific performance measures and PIP topics. The Contractor must report

the status and results of each PIP. If CMS specifies a PIP, the Contractor must participate, and this must count toward the EOHHS-approved projects.

**17.4.3.5** The focus areas may be established by EOHHS, however, for Contractor initiated PIPs, the Contractor must submit PIP proposals in to EOHHS prior to implementation and in accordance with EOHHS PIP requirements.

**17.4.3.6** The Contractor must ensure CMS protocols for PIPs are followed and that all steps outlined in the CMS protocols for PIPs are documented.

**17.4.3.7** The Contractor must, in collaboration with EOHHS, identify benchmarks and set achievable performance goals for each of its PIPs. The Contractor must identify and implement intervention and improvement strategies for achieving the performance goal set for each PIP to promote sustained improvements.

**17.4.3.8** Each PIP must be designed to achieve significant, measurable improvement, sustained overtime, in health outcomes and Member satisfaction, and must be completed in a reasonable time period so as to allow information on the success of PIPs in the aggregate to produce new information on quality of care every year. Each PIP must include the following elements:

**17.4.3.8.1** Measurement of performance using objective quality indicators.

**17.4.3.8.2** Identification of benchmarks and set achievable performance goals for each of the PIPS.

**17.4.3.8.3** Identification and implementation of interventions for achieving the performance goals set for each PIP and promoting sustained improvements.

**17.4.3.8.4** Evaluation of the effectiveness of the interventions based on the objective quality indicators identified in this Section.

**17.4.3.8.5** Planning and initiation of activities for increasing or sustaining improvement.

**17.4.3.9** The results of each PIP must be able to be validated.

**17.4.3.10** The Contractor will report the status and results of each PIP to EOHHS or its designees, as requested, but at least thirty (30) Days following presentation to the Contractor's QM/QI Committee.

- 17.4.3.11** Each project must be completed in a reasonable time period to allow information on the success of PIPs in the aggregate to produce new information on quality of care every year.

## **17.5 Written Quality Assurance Work Plan**

- 17.5.1** The Quality Program must be included in a written document that clearly describes its organizational structure, processes, and includes an Annual Work Plan that identifies the objectives, performance goals, and quality improvement activities that will be undertaken that year. The Contractor must submit a copy of the written Quality Program and Annual Work Plan during Readiness Review, annually thereafter, and upon modification.

- 17.5.2** The Annual Work Plan, at a minimum, must:

- 17.5.2.1** Reflect a coordinated strategy to implement the QAPI Program, including planning, decision making, intervention and assessment of results.
- 17.5.2.2** Include processes to evaluate the impact and effectiveness of the QAPI Program.
- 17.5.2.3** Include a description of the Contractor staff assigned to the QAPI Program, their specific training, how they are organized, and their responsibilities.
- 17.5.2.4** Describe the role of its Providers in giving input to the QAPI Program.
- 17.5.2.5** Be specific to the Rhode Island NEMT Program and not contain documentation from other state Medicaid programs or product lines operated by the Contractor.
- 17.5.2.6** Describe the methods for ensuring data collected and reported to EOHHS is valid, accurate, and reflects Providers' adherence to industry standards and evidence-based practices.
- 17.5.2.7** The quality assurance plan must include the following elements:
- 17.5.2.7.1** Key indicators of quality related to scheduling and delivery of transportation services;
- 17.5.2.7.2** Description of how the Contractor plans to monitor these key indicators;
- 17.5.2.7.3** A description of how the Contractor will develop, implement, and evaluate corrective action or modifications to overall operations as necessary to address quality concerns;



- 17.5.2.7.4** A description of how the Contractor will monitor the quality of the TPs;
- 17.5.2.7.5** A description of the staffing resources responsible for the Quality Assurance Work Plan and quality assurance activities; and,
- 17.5.2.7.6** Samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them.
- 17.5.2.8** The Quality Assurance Work Plan must be submitted to EOHHS for review and approval at least thirty (30) Business Days prior to the Operational Start Date. Modifications required by EOHHS must be incorporated by the Contractor within ten (10) Business Days of notification. In no cases will a Contractor be allowed to begin operations without an approved Quality Assurance Work Plan. Thereafter, the Quality Assurance Work Plan must be reviewed at least annually and any revisions must be submitted to EOHHS for review and approval at least thirty (30) days prior to implementing.

## **17.6 QAPI Reporting**

- 17.6.1** In accordance with the standards, reporting formats, and timetables established by EOHHS as set forth in the NEMT Manual, the Contractor will measure and report at least annually its performance on:
  - 17.6.1.1** EOHHS specified quality measures;
  - 17.6.1.2** CMS specified quality measures;
  - 17.6.1.3** PIP results;
  - 17.6.1.4** Recommended new or improved QI activities; and,
  - 17.6.1.5** Results of the evaluation of the impact and effectiveness of the QAPI Program.
- 17.6.2** EOHHS reserves the right to request additional reports as deemed necessary.
- 17.6.3** The Contractor must provide data reports, including ad-hoc reports and reports using the specifications and format approved by EOHHS and required in the EOHHS Reporting Calendar. The Contractor must submit the reports based on the agreed upon dates established by the Contractor and EOHHS if not provided in the Reporting Calendar.

## **17.7 Additional Quality Assurance Reporting Requirements**

- 17.7.1** The Contractor will make internal quality assurance reports available to EOHHS upon request.

## **17.8 Reporting Accuracy, Completeness and Timeliness**

- 17.8.1** Performance measures reported by the Contractor will be accurate, complete, and timely. Failure to comply with these requirements may result in contractual remedies, including liquidated damages.
- 17.8.2** The Contractor will cooperate fully with EOHHS or its designees in any efforts to validate PIPs or quality reporting.
- 17.8.3** The Contractor will participate in joint quality improvement projects, as selected by EOHHS, involving Health Plans, AEs, and EOHHS.

## **17.9 Mandatory Meetings**

- 17.9.1** The Contractor will attend monthly oversight meetings with EOHHS staff to review contract performance, compliance, quality assurance, continuous quality improvement.

## **17.10 Quality Assurance Requirements Specific to Contractor TP Oversight**

- 17.10.1** The Contractor shall monitor their contracted TPs to ensure compliance with the terms of their service agreements and all transportation provider related requirements of this RFQ, including driver requirements, vehicle requirements, grievance resolution and delivery of courteous, safe, timely and efficient transportation services.
- 17.10.2** Monitoring activities shall include, but not limited to the following activities at least annually if otherwise specified:
  - 17.10.2.1** On-street observations or field audits that reviews at least ten percent (10%) of Contractor's total TP, per month;
  - 17.10.2.2** Random audits of driver performance at least ten percent of TP network monthly (10%);
  - 17.10.2.3** Contractor secret shopper observations;
  - 17.10.2.4** Accident/incident reporting;

- 17.10.2.5** Statistical reporting of trip characteristics;
  - 17.10.2.6** Analysis of AVL and trip completion reports for TP on-time performance;
  - 17.10.2.7** Analysis of grievances, including the tracking and investigating of grievances and disposition of the cases;
  - 17.10.2.8** Driver licensure, driving records, background checks, experience and appropriate driver training;
  - 17.10.2.9** Member safety;
  - 17.10.2.10** Completion of driver logs and inspection of manifests;
  - 17.10.2.11** Random vehicle inspections, vehicle insurance coverage, and vehicle maintenance, etc.;
  - 17.10.2.12** Intervention and mitigation strategies related to poor driver conduct, including unsafe driving reported by the member, EOHHS or the public;
  - 17.10.2.13** Monitoring responsiveness to a member's request for transportation rides; and,
  - 17.10.2.14** Monitoring conditions of vehicles.
- 17.10.3** Contractor may develop additional quality assurances for monitoring and oversight of TP Network.

## **17.11 External Quality Review (EQRO)**

- 17.11.1** The Contractor is subject to annual, external independent review of the quality, timeliness and access to services covered under its contract and to external validation of its performance improvement plans.
- 17.11.2** The Contractor will:
  - 17.11.2.1** Cooperate fully with EOHHS or its designated EOHHS' EQRO in any efforts to independently review the Contractors' performance or validate performance improvement projects.
  - 17.11.2.2** Comply with any requests for data from the EOHHS' EQRO in the conduct of any independent review or access-related focused studies.

## 18 Program Integrity

### 18.1 General Requirements

**18.1.1** In accordance with [42 C.F.R. § 456.3](#), [456.4](#), [456.23](#) and [42 C.F.R. § 438.608\(a\)](#), the Contractor and its Subcontractors must have administrative and management arrangements in place to detect and prevent Fraud, Waste, and Abuse. The administrative and management arrangements must include all of the requirements in this Section.

#### 18.1.2 Compliance Program

**18.1.2.1** The Contractor must have a Compliance Program, evidenced by a written Compliance Plan. The plan must include policies, procedures and practices that demonstrates how the Contractor complies with the requirements of this Agreement, including all Governing Requirements.

**18.1.2.2** The Contractor must submit an electronic copy of the Compliance Plan to EOHHS during Readiness Review, annually thereafter and at least thirty (30) Days before the effective date of any substantive modifications.

**18.1.2.3** EOHHS, at its sole discretion, may require that the Contractor modify its Compliance Plan.

**18.1.2.4** The Compliance Plan must, at a minimum, include all of the following elements:

**18.1.2.4.1** The designation of a Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with this Agreement. The Compliance Officer must reports directly to the CEO and the Board of Directors.

**18.1.2.4.2** A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's Compliance Program.

**18.1.2.4.3** A system of effective training and education for the Compliance Officer, the organization's senior management, and the organization's employees on the requirements of this Agreement. For existing employees, such training must be conducted at least annually, and new hire training must be conducted within thirty (30) Days of the date of hire. The Compliance Plan must also include a description of how the Contractor monitors and audits Provider and subcontractor training.

**18.1.2.4.4** Effective lines of communication between the Compliance Officer and the Contractor's employees.

**18.1.2.4.5** Enforcement of program integrity standards through well-publicized disciplinary guidelines for employees.

**18.1.2.4.6** Establishment and implementation of procedures and a system with adequate dedicated staff and resources for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly.

**18.1.2.4.7** Staffing thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.

**18.1.2.4.8** Written policies and procedures for conducting announced and unannounced site visits and field audits of TPs to ensure services are rendered and billed correctly.

**18.1.2.4.9** Establishment of a well-publicized email address and phone number for the dedicated purpose of reporting Fraud, Waste, and Abuse. This phone number and email address must be made available to Members, Providers, Contractor employees and the public on the Contractor's website. The Contractor must implement procedures to review complaints filed in the Fraud, Waste, and Abuse reporting email account at least weekly and investigate and act on such complaints as warranted.

## **18.2 Contractor Overpayments**

**18.2.1** The Contractor must promptly provide notice to EOHHS when it has identified or recovered payments or other payments in excess of amounts specified in the Transportation Provider Agreement. The notice must identify Overpayments and recoveries due to potential Fraud, Waste, or Abuse.

**18.2.2** The Contractor must repay Overpayments within sixty (60) Days and include the amount of the Overpayment and the amount repaid in the monthly Program Integrity Report submitted to EOHHS in accordance with this Section.

## **18.3 Provider Overpayments**

**18.3.1** The Contractor must have a mechanism for a subcontractor to promptly report

when it has received an Overpayment and to return the Overpayment to the Contractor within sixty (60) Days of identification.

- 18.3.2** The reporting mechanism must include a process to notify the Contractor in writing of the reason for the Overpayment, including potential Fraud, Waste, or Abuse.
- 18.3.3** Provider Overpayments and recoveries must be reported in accordance with this Section.

#### **18.4 Retention of Recoveries**

- 18.4.1** The Contractor may retain recoveries related to Overpayments, including Overpayments due to Fraud, Waste or Abuse except in the following circumstances:
  - 18.4.1.1** The Medicaid Fraud Control and Abuse Unit (MFCU) has notified the Contractor that it has begun recovery efforts or the improperly paid funds have already been recovered.
  - 18.4.1.2** The funds were recovered by EOHHS, the state, or federal agencies from a Provider through an action under the Federal False Claims Act.

#### **18.5 Written Policies for Employees and Representatives**

- 18.5.1** The Contractor must disseminate written policies for all of its employees and Representatives that provide detailed information about the role of federal and state laws in preventing and detecting Fraud, Waste and Abuse in federal health care programs, as defined in Section 1128B(f) of the Social Security Act, including:
  - 18.5.1.1** The False Claims Act established under sections 3279 through 3733 of Title 31, United States Code.
  - 18.5.1.2** Administrative remedies for false claims and statements established under Chapter 38 of Title 31, United States Code.
  - 18.5.1.3** Any state laws pertaining to civil and criminal penalties for false claims and statements and whistleblower protections under such laws.
  - 18.5.1.4** The written policies may be on paper or in electronic form but must be readily available to all of the Contractor's employees and Representatives.

## **18.6 Information on Whistleblower Protections**

- 18.6.1** The Contractor must include a specific discussion of the laws described in the written policies required in this Section and the rights of employees to be protected as whistleblowers in the employee handbook. The employee handbook must also include a specific discussion of the Contractor's policies and procedures for preventing and detecting Fraud, Waste, and Abuse.

## **18.7 Prohibition Against Retaliation**

- 18.7.1** The Contractor must have policies and procedures to ensure that no individual who reports Contractor, Subcontractor, or provider violations or suspected Fraud, Waste or Abuse is retaliated against and that the confidentiality of individuals reporting violations is protected.

## **18.8 Internal Monitoring and Auditing**

- 18.8.1** The Contractor must have mechanisms for internal monitoring and auditing of claims to detect and prevent Medicaid program violations and to identify possible Fraud, Waste and Abuse including provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by TPs were received by Members and the application of such verification processes on a regular basis.
- 18.8.2** Other methods include but must not be limited to: data matching, trending, statistical analysis, monitoring of service and billing patterns, monitoring claims edits and other data mining techniques.

## **18.9 Investigations**

- 18.9.1** The Contractor must promptly conduct preliminary investigations of possible acts of Fraud, Waste and Abuse, for all services provided under this Agreement, including subcontracted functions.

## **18.10 Program Integrity Referrals**

- 18.10.1** The Contractor must refer all potential Fraud, Waste, or Abuse cases that the Contractor identifies to EOHHS/Office of Program Integrity using the State's secure electronic portal in accordance with the following timeframes and procedures.
- 18.10.2** Suspected cases of Provider or vendor Fraud, Waste or Abuse involving an incident or concern related to the safety or well-being of a Member must be

referred to EOHHS and any other state agency as required under Rhode Island law within twenty-four (24) hours of receipt.

**18.10.3** Suspected cases of TP or vendor Fraud, Waste or Abuse that do not involve an incident or concern related to the safety or well-being of a Member must be referred to EOHSS/Program Integrity and the MFCU not later than twenty four (24) hours following the close of a preliminary investigation if, after preliminary investigation, the Contractor has concluded the referral involves a Credible Allegation of Fraud.

**18.10.4** If a credible allegation of Fraud has not been established, the referral can be made not later than five (5) Business Days following the close of the investigation.

**18.10.5** After making a referral to EOHHS/Program Integrity Unit involving Fraud, Waste or Abuse, the Contractor must not:

**18.10.5.1** Contact the subject of the referral about any matters related to the referral or the investigation.

**18.10.5.2** Enter into or attempt to negotiate any settlement or agreement regarding the referral.

**18.10.5.3** Accept any money or other valuable consideration offered by the subject of the referral.

**18.10.5.4** After receiving the Contractor's referrals, the EOHHS/Program Integrity Unit must conduct any additional investigation necessary to establish or confirm that a Credible Allegation of Fraud exists.

## **18.11 Payment Suspension**

**18.11.1** In accordance with [42 C.F.R. § 455.23](#), Medicaid payments to a TP will be suspended after a determination that there is credible allegation of Fraud for which an investigation is pending under the Medicaid program unless good cause has been found not to suspend payments or to suspend payments only in part.

**18.11.2** If, after preliminary investigation, the contractor determines that a credible allegation of Fraud exists, the Contractor must consult immediately with EOHHS/Program Integrity and if good cause not to suspend in whole or in part is not established, initiate payment suspension in accordance with [42 C.F.R. §455.23](#). The contract must immediately notify EOHHS regarding its actions and



the basis therefore.

**18.11.3** In the case of a payment suspension initiated by EOHHS/Program Integrity:

**18.11.3.1** EOHHS/Program Integrity Unit must send notice to the Contractor that payments to the Provider have been suspended and the Contractor must also suspend payments in accordance with the notice within one (1) Business Day.

**18.11.3.2** The payment suspension must remain in place until such time as EOHHS/Program Integrity Unit provides notice that the payment suspension has been lifted.

**18.11.3.3** The Contractor must respond to the notice that the payment suspension has been lifted within three (3) Business Days and inform EOHHS/Program Integrity of the action taken.

**18.11.4** All information regarding on-going payment suspensions must be reported monthly on the EOHSS Monthly Program Integrity Report.

**18.11.5** If the Contractor does not suspend payments to the Provider, or the Contractor does not correctly report the amount of the payments held, EOHHS may impose contractual or other remedies in accordance with Attachment F-6, "Liquidated Damages Matrix."

**18.12 Audits**

**18.12.1** In accordance with [42 C.F.R. §438.242](#) and [438.602\(e\)](#), EOHHS, or its designees will conduct no less than once every three (3) years, with reasonable notice, any and all audit functions necessary to verify proper invoicing by the Contractor for provision of services, proper payments by EOHHS to the Contractor, and proper identification of third party liability (TPL) in accordance with this contract.

**18.12.2** In the event that audit liabilities arising from any discrepancies in payments are discovered during the course of such audits, the net effect of which resulted in an overpayment to the Contractor, EOHHS may either:

**18.12.2.1** Make a demand for repayment of Overpayment amount within thirty (30) Days.

**18.12.2.2** Offset the amount of Overpayment payments.

**18.12.3** EOHHS may also refer the matter to the Department of Attorney General

Medicaid Fraud Unit for investigation and/or seek interest in funds pursuant to [RI General Laws Section 40-8.2-22](#).

- 18.12.4** If audits discover underpayment to the Contractor, EOHHS will process a corrective payment within thirty (30) Days.
- 18.12.5** EOHHS reserves the right to conduct an onsite audit of the Contractor's Fraud, Waste, Abuse, SIU, and program integrity activities, and any files at any time.
- 18.12.6** The Contractor must submit audited financial reports specific to the Medicaid contract on an annual basis. The audit must be conducted in accordance with generally accepted accounting principles (GAAP) and generally accepted auditing standards.

### **18.13 Reporting Requirements**

- 18.13.1** The Contractor must submit monthly reports to EOHHS/Office of Program Integrity using EOHHS's MCO Program Integrity Report template and the EOHHS Reporting Calendar.

- 18.13.2** The Contractor's monthly report must include:

- 18.13.2.1** The ongoing monthly running totals of recoveries associated with individual cases including payment of recoveries of Overpayments to the state in situations where the Contractor is not permitted to retain some or all of the recoveries of Overpayment. The monthly Program Integrity Report serves as the mechanism for reporting the total recoveries for all cases annually, including:

- 18.13.2.1.1** All audits or other cases involving suspected or confirmed Provider Waste and Abuse, including Overpayment determinations and recoupments.

- 18.13.2.1.2** All complaints, tips and cases that warranted a preliminary investigation and the disposition of those cases, including whether the case resulted in a Credible Allegation of Fraud and payment suspension investigations.

- 18.13.2.1.3** Information pertaining to payment suspensions.

- 18.13.2.2** Providers removed from the Contractor's Network, either for cause or at the request of the Provider.

- 18.13.2.3** As indicated in [42 C.F.R. § 455.17](#), the number of complaints of Fraud,

Waste, and Abuse that warranted preliminary investigation. For each case of suspected provider Fraud, Waste, or Abuse that warrants a full investigation, the report also must include:

- 18.13.2.3.1** The Provider's name and ID number;
  - 18.13.2.3.2** The source of the complaint;
  - 18.13.2.3.3** Type of Provider;
  - 18.13.2.3.4** Nature of the complaint; Approximate range of dollars involved;
  - 18.13.2.3.5** Legal and administrative disposition of the case including actions taken by law enforcement officials to whom the case has been referred; and,
  - 18.13.2.3.6** Other information as requested by EOHHS/Office of Program Integrity.
- 18.13.2.4** In addition to the requirements described above, the Contractor will submit an annual report on recoveries made by type of overpayment (to Subcontractors or providers), and recoveries made due to Fraud, Waste, and Abuse.
- 18.13.2.5** The Contractor must notify EOHHS in writing no later than ten (10) Days after it takes action to terminate or suspend a Provider based on Fraud, Waste, Abuse, or program integrity or quality concerns.

### **18.13.3 Notification of Changes in Enrollee Eligibility**

- 18.13.3.1** The Contractor must promptly notify EOHHS when it receives information about changes in a Member's eligibility including changes in residence or death.

### **18.14 Notification of Changes in TP Provider Eligibility**

The Contractor must promptly notify the EOHHS using the EOHSS Provider Termination/Network Change Template when it receives information about a change in a Network Provider's circumstances that may affect the Network Provider's eligibility to participate in the Rhode Island NEMT Program, including the termination of the Network Provider Agreement with the Contractor.

### **18.15 Mechanisms for Confidential Reports**

**18.15.1** The Contractor must establish mechanisms, such as a hotline, for the confidential reporting of Contractor, Subcontractor, or Provider noncompliance including allegations of Fraud, Waste and Abuse and a clearly designated individual, such as the Chief Compliance Officer, to receive them.

**18.15.2** The Contractor must create several independent reporting paths to report Fraud, Waste and Abuse so that such reports cannot be diverted by supervisors or other personnel.

#### **18.16 Required Disclosures**

**18.16.1** As part of the program integrity function, the Contractor must comply with the disclosure and reporting requirements described in “Prohibited Affiliations,” and “Disclosure of Contractor’s Ownership and Control Interest.”

#### **18.17 American Rescue and Recovery Act Notifications**

**18.17.1** The Contractor must refer promptly to the Rhode Island Department of Administration, Department of Purchases, any credible evidence that a principal, employee, agent, contractor, sub grantee, Subcontractor, or other person has committed a criminal or civil violation of state or federal laws and regulations in connection with funds appropriated under American Rescue and Recovery Act.

#### **18.18 Cooperation**

**18.18.1** The Contractor must cooperate and assist the State and any state or federal agency charged with the duty of identifying, investigating, or prosecuting suspected Fraud, Waste or Abuse.

## 19 Records Retention, Audits, and Inspections

### 19.1 Records Retention

**19.1.1** The Contractor will maintain all records relating to the administration of this Agreement, including documents and electronically stored information (collectively “Contract Records”). Contract Records include:

**19.1.1.1** All financial statements and records relating to expenditures or transactions made pursuant to this Agreement.

**19.1.1.2** Reports to EOHHS and source information used to prepare the reports.

**19.1.1.3** Member and TP materials.

**19.1.1.4** Records relating to claims adjudication, payments, disputes, and appeals.

**19.1.1.5** Records relating to Prior Authorization and other UM activities.

**19.1.1.6** Records relating to quality assurance.

**19.1.1.7** MLR records.

**19.1.1.8** Subcontracts and purchase orders.

**19.1.2** The Contractor must have written policies and procedures for storing Contract Records.

**19.1.3** The Contractor agrees to comply with all state and federal standards for record keeping:

**19.1.3.1** [42 C.F.R. § 438.5\(c\)](#), regarding base rate data.

**19.1.3.2** [42 C.F.R. § 438.8\(k\)](#), regarding MLR reports.

**19.1.3.3** [42 C.F.R. §§ 438.604](#) through [438.610](#), regarding program integrity safeguards.

**19.1.4** In accordance with [42 C.F.R. § 438.3\(h\)](#), the Contractor will preserve, maintain, and provide EOHHS and the entities described in Agreement for access to all Contract Records until ten (10) years after the later:

**19.1.4.1** The termination or expiration of this Agreement, or

**19.1.4.2** The resolution of all litigation, claims, financial management reviews, or audits relating to the Agreement.

## **19.2 Access to Information**

- 19.2.1** Upon reasonable notice, the Contractor must provide prompt, reasonable, and adequate access to all Contract Records. Requests may be for any purpose, including examination, audit, investigation, inspection, contract administration, or the making of copies, excerpts, or transcripts.
- 19.2.2** Access to Contract Records must be provided to EOHHS or the following officials or entities, or their designees, at any time:
  - 19.2.2.1** DHHS and the DHHS Inspector General;
  - 19.2.2.2** Government Accountability Office;
  - 19.2.2.3** CMS;
  - 19.2.2.4** Comptroller General of the United States;
  - 19.2.2.5** State Department of Health;
  - 19.2.2.6** MFCU of the Rhode Island Department of Attorney General;
  - 19.2.2.7** EOHHS Office of Program Integrity and Medicaid Compliance Unit;
  - 19.2.2.8** A state or federal law enforcement agency;
  - 19.2.2.9** The Auditor General of Rhode Island;
  - 19.2.2.10** A special or general investigative committee of the Rhode Island Legislature; and
  - 19.2.2.11** Any other entity identified in writing by EOHHS.
- 19.2.3** The Contractor must provide access to Contract Records wherever they are maintained and in reasonable comfort. The Contractor must provide furnishings, equipment, and other conveniences EOHHS deems reasonably necessary to fulfill the purposes described in this Section.
- 19.2.4** The Contractor must provide the entities described in this Section access to and copies of Contract Records free of charge.
- 19.2.5** Upon request by a Member, the Contractor must make available any reports provided to EOHHS or other agencies regarding transactions between the Contractor and parties in interest.

### **19.3 Inspections**

- 19.3.1** The officials and entities described in Section 19.2 or their designees will, during normal business hours, have the right to enter the Contractor's premises, physical facilities, or any place where duties under this Agreement are being performed, to audit, inspect, monitor, or otherwise evaluate the work being performed.
- 19.3.2** Inspections may include CMS or state-mandated operational and financial Contractor reviews, determinations of compliance with this Agreement, and CMS or state-mandated independent evaluations. All inspections and evaluations will be performed in a manner that does not unduly interfere with or delay work.

### **19.4 Audits of Services and Deliverables**

- 19.4.1** Upon reasonable notice from EOHHS, the Contractor will provide EOHHS or an EOHHS designee the following:
  - 19.4.1.1** Service locations, facilities, or installations.
  - 19.4.1.2** Contract Records, including the records of all Representatives.
  - 19.4.1.3** Computers, electronic systems, software, and equipment.
- 19.4.2** The access described in this Section will be for the purpose of examining, auditing, investigating, or inspecting:
  - 19.4.2.1** Contractor's capacity to bear the risk of potential financial losses.
  - 19.4.2.2** The services and deliverables provided by Contractor.
  - 19.4.2.3** Information relating to the Contractor's Members.
  - 19.4.2.4** A determination of the amounts payable under this Agreement.
  - 19.4.2.5** A determination of whether the costs reported under this Agreement are allowable.
  - 19.4.2.6** An examination of Subcontract terms or transactions
  - 19.4.2.7** An assessment of financial results under this Agreement.
  - 19.4.2.8** Detection of Fraud, Waste, or Abuse.

**19.4.2.9** Other purposes EOHHS deems necessary to perform its oversight function or enforce this Agreement.

**19.4.3** The Contractor must provide any assistance such officials and entities require to complete examinations, audits, investigations, or inspections.

**19.4.4** EOHHS will notify the Contractor of payment errors and overcharges and is entitled to offset payments to the Contractor or to collect such funds directly from the Contractor.

**19.4.5** Contractor must return funds owed to EOHHS within thirty (30) Days after receiving notice of an error or overcharge, or interest will accrue on the amount due.

**19.4.5.1** EOHHS will calculate interest at 12% per annum, compounded daily. If the interest rate stipulated hereunder is found by a court of competent jurisdiction to be outside the range deemed legal and enforceable, then the rate hereunder will be adjusted as little as possible so as to be deemed legal and enforceable.

**19.4.5.2** If an audit reveals that errors in reporting by the Contractor have resulted in errors in payments to the Contractor, the Contractor will indemnify EOHHS for any losses resulting from such errors, including the cost of audit.

## **19.5 Compliance with Audit Findings**

**19.5.1** The Contractor must take corrective action with respect to any finding of noncompliance or deficiency contained in any audit, review, or inspection conducted under this Section. This action will include Contractor's delivery to EOHHS, for EOHHS' approval, of a Corrective Action Plan that addresses noncompliance or deficiency findings within thirty (30) Days of the close of the audit, review, or inspection.

**19.5.2** The Contractor must bear the expense of noncompliance or deficiency findings and corrective actions, including the cost of additional audit, review, or inspection activities EOHHS determines are necessary due to the noncompliance or deficiency.

**19.5.3** The Contractor must provide EOHHS a copy of the portions of the Contractor's and its Representative's internal audit reports relating to the services and deliverables provided under this Agreement no later than five Business Days after the reports are complete.



## **19.6 Application to Representatives, Subcontractors and TPs**

- 19.6.1** The Contractor must require Representatives, Subcontractor and TPs to comply with this Article and include appropriate flow-down provisions in Subcontracts and TP Agreements.
- 19.6.2** Contracts between the Contractor and Representatives must provide that EOHHS and the entities may inspect, evaluate, or audit the Representative at any time.
- 19.6.3** Contracts between the Contractor and any Subcontractor or other Representative must require that if EOHHS, CMS or the DHHS Inspector General determines there is a reasonable possibility of Fraud or similar risk, EOHHS, CMS, or the DHHS Inspector General may inspect, evaluate, or audit the Subcontractor or Representative at any time.

## 20 Security and Confidentiality

### 20.1 Definitions

**20.1.1** The following definitions apply to Section 20, “Security and Confidentiality:”

**20.1.1.1** “Breach,” is defined in accordance with Health Insurance Portability and Accountability Act (“HIPAA”) and Health Information Technology for Economic and Clinical Health Act (“HITECH”) guidelines, means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (“PHI”) in violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

**20.1.1.2** “Incident” is defined by [OMB Memorandum M-17-12](#), “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017), as an occurrence that:

**20.1.1.2.1** Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

**20.1.1.2.2** Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

**20.1.1.3** “Confidential Information” means information that Contractor receives or has access to under this Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of state employees; any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by state and federal laws, regulations.

**20.1.1.4** “Personally Identifiable Information” or “PII” means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other

personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (as defined in [45 C.F.R. § 75.2](#) and [OMB Memorandum M-06-19](#), "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments" (July 12, 2006)). PII must also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, SSN, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (as defined in [45 C.F.R. § 75.2](#), "Protected Personally Identifiable Information").

**20.1.1.5** "Protected Health Information" or "PHI" means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

**20.1.1.6** "Return Information" is defined under [26 U.S.C. § 6103\(b\)\(2\)](#) and has the same meaning as "Federal Tax Information" or "FTI" as used in [IRS Publication 1075](#).

**20.1.1.7** "Sensitive Information" or "SI" means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. Further, the loss of SI confidentiality, integrity, or availability might:

**20.1.1.7.1** Cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions;

**20.1.1.7.2** Result in significant or major damage to organizational assets;

**20.1.1.7.3** Result in significant or major financial loss; or

**20.1.1.7.4** Result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life-threatening injuries.

## **20.2 General Requirements**

**20.2.1** The Contractor must take security measures to protect against the improper use, loss, access of and disclosure of any Confidential Information it may receive or have access to under this Agreement as required by this Agreement, or which becomes available to the Contractor in carrying out this Agreement. The Contractor agrees to comply with and require all Subcontractors and other Representatives to comply with, all state and federal requirements for safeguarding Confidential Information. All such information must be held in strict confidence and protected by the Contractor from unauthorized use and disclosure using same or more effective procedural requirements as are applicable to the State.

## **20.3 Use and Disclosure of Individually Identifiable**

**20.3.1** The Contractor must ensure its Representatives use and disclose individually identifiable health information, such as medical records and any other health or enrollment information that identifies a particular Member, in accordance with the confidentiality requirements described in this Agreement and [45 C.F.R. Parts 160](#) and [164](#).

## **20.4 Privacy and Security Safeguards and Obligations**

**20.4.1** For all Confidential Information under this Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

**20.4.1.1** Ensure that its Representatives implement the appropriate administrative, physical, and technical safeguards to protect Confidential Information received by Contractor under this Agreement from loss, theft or inadvertent disclosure.

**20.4.1.1.1** Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable federal laws.

**20.4.1.1.2** Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized

persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.

**20.4.1.1.3** Contractor agrees that the Confidential Information exchanged under this Agreement will be processed under the immediate supervision and control of authorized personnel, and to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on the State's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.

**20.4.1.1.4** Contractor will advise all users that they are responsible for safeguarding Confidential Information at all times, regardless of whether or not the Contractor employee, subcontractor, or agent is at their regular duty station.

**20.4.1.1.5** Contractor must ensure laptops and other electronic devices/media containing Confidential Information that constitutes PII are encrypted and/or password protected.

**20.4.1.1.6** Contractor must ensure emails containing Confidential Information that constitutes PII are encrypted and sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with [IRS Publication 1075](#)'s rules and restrictions on emailing return information.

**20.4.1.1.7** Contractor must restrict access to the Confidential Information only to those authorized Contractor Representatives who need such Confidential Information to perform their official duties in connection with purposes identified in this Agreement; such restrictions must include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of Confidential Information authorized in this Agreement ("Authorized Users"). Contractor must not use or access Confidential Data for independent projects unrelated to the purposes identified in this Agreement. Further, the Contractor must advise all Authorized Users who will have access to the Confidential Information provided under this

Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws. The Contractor must require its Representatives and all contractors, agents, and all employees of such Representatives who are Authorized Users to comply with the terms and conditions set forth in this Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Agreement

**20.4.1.1.8** For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with [IRC § 6103\(p\)\(4\)](#) and comply with the safeguards requirements set forth in [IRS Publication 1075](#), which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to [26 C.F.R. § 301.6103\(p\)\(4\)-1](#).

**20.4.1.2** The Contractor must:

**20.4.1.2.1** Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with [IRS Publication 1075](#).

**20.4.1.2.2** Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with [IRS Publication 1075](#).

**20.4.1.2.3** Consistently label return information obtained under this Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with [IRS Publication 1075](#).

**20.4.1.2.4** Restrict access to return information solely to Representatives whose duties require access for the purposes of carrying out this Agreement. Prior to access, the Contractor must evaluate which personnel require such access on a need-to-know basis. Authorized Users may only access return information to the extent necessary to perform services related to

this Agreement, in accordance with [IRS Publication 1075](#).

**20.4.1.2.5** Prior to initial access to FTI and annually thereafter, the Contractor will ensure Representatives that will have access to Return Information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections [26U.S.C. §§ 7213](#), [7213A](#), and [7431](#) for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with [IRS Publication 1075](#).

**20.4.1.2.6** Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

## **20.5 Ownership of Confidential Information**

**20.5.1** The Contractor expressly agrees and acknowledges that Confidential Information provided to and/or transferred by the State or to which the Contractor has access to for the performance of this Agreement is the sole property of the State and must not be disclosed, used, misused, provided, or accessed by any other individuals, entities, or parties without the express written consent of the State. Further, the Contractor expressly agrees to forthwith return to the State all Confidential Information and/or databases upon the State's written request or upon cancellation or termination of this Agreement.

## **20.6 Compliance with Applicable Laws, Regulations, Policies, and Standards**

**20.6.1** The Contractor agrees to abide by, and require Representatives to abide by, all applicable, current and as amended federal and state laws, regulations, policies, guidance and standards governing privacy and the confidentiality of information to which it may have access to under this Agreement, including to but not limited to the Business Associate requirements of HIPAA ([www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)) and [45 C.F.R. § 155.260](#). In addition, the Contractor agrees to comply with the state confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information.

**20.6.2** The Contractor and its Representatives will adhere to all applicable state and federal statutes and regulations relating to confidential health care and substance Abuse treatment including but not limited to:

**20.6.2.1** [42 C.F.R. Part 2](#), regarding the confidentiality of substance use disorder

patient records;

- 20.6.2.2** Rhode Island Mental Health Law, [R.I. General Laws Chapter 40.1-5-26](#);
- 20.6.2.3** Confidentiality of Health Care Communications and Information Act, [R.I. General Laws Chapter 5- 37.3-1 et. seq.](#);
- 20.6.2.4** Identity Theft Protection Act of 2015, [R.I. General Laws Chapter 11-49.3](#); and
- 20.6.2.5** HIPAA and its implementing regulations.
- 20.6.2.6** The Contractor acknowledges that failure to comply with the provisions of this Section will result in remedies, including the termination of this Agreement.
- 20.6.2.7** In connection with all PII that Contractor receives or has access to under this Agreement, the Contractor and its Representatives must comply with [MinimumAcceptable Risk Standards for Exchanges](#) (“MARS-E”), Version 2.0 dated November 15, 2015 which includes the following suite of documents:
  - 20.6.2.7.1** Volume I: Harmonized Security and Privacy Framework;
  - 20.6.2.7.2** Volume II: Minimum Acceptable Risk Standards for Exchanges;
  - 20.6.2.7.3** Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and
  - 20.6.2.7.4** Volume IV: ACA Administering Entity System Security Plan.
- 20.6.2.8** Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose requirements with respect to privacy, security and Breach notification and contemplates that such requirements must be implemented by regulations to be adopted by the DHHS. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be



adhered to.

## **20.7 Breach/Incident Reporting**

**20.7.1** Upon notice of a suspected or confirmed Incident or Breach, the State and Contractor will meet to jointly develop an Incident investigation and remediation plan. Depending on the nature and severity of the confirmed Breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The Parties will consider the scope, severity and impact of the Incident to determine the scope and duration of the third-party audit. If the Parties cannot agree on either the need for or the scope of such audit, then the matter must be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the Incident, remedies may include:

**20.7.1.1** Providing information to individuals on obtaining credit reports and notification to applicable credit card companies.

**20.7.1.2** Notification to the local office of the Secret Service and affected users and other applicable Parties.

**20.7.1.3** Utilization of a call center.

**20.7.1.4** Offering credit monitoring services on a selected basis.

## **20.8 Other**

**20.8.1** Failure to abide by the State's confidentiality policy or the required signed Business Associate Agreement ("BAA") will result in contractual remedies, including but not limited to, termination of this Agreement.

**20.8.2** The Contractor must sign Addendum E, "Standard Business Associate Agreement," simultaneously with this Agreement.

**20.8.3** The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the EOHHS Contractor Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex,

diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the State will be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty.

- 20.8.4** The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate.
- 20.8.5** Under no circumstance will the Contractor publicly disclose or present or submit any materials for review or publication that contains an individual's social security number, in part or in whole.
- 20.8.6** The Contractor is hereby notified that all initial data received from EOHHS is considered confidential by the State.
- 20.8.7** Contractor will inform the State of any change in its administrative, technical, or operational environment that would impact compliance with the terms of this Agreement, including but not limited to compliance with [45 C.F.R. § 155.260](#).
- 20.8.8** The Contractor must monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with [45 C.F.R. § 155.260\(a\)\(5\)](#).
- 20.8.9** The Contractor will not be required under the provisions of this Article to keep confidential any Confidential Information or information, which is or becomes legitimately publicly available or is rightfully obtained from third Parties under no obligation of confidentiality.
- 20.8.10** Contractor must establish and maintain, throughout the term of this Agreement, policies and procedures to ensure the safekeeping of Confidential Information and prevent unauthorized access to or use of such Confidential Information in compliance with ISO 27001 and ISO 27002 (or any replacement standard relating to information security), applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Agreement, whenever Contractor possesses, stores, processes or has access to the State's Confidential Information, Contractor must comply with those information security policies and procedures reasonably required by the State from time to time.

**20.8.11** Nothing herein will limit the State's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of Confidential Inform

## 21 General Reporting Requirements

### 21.1 Instructions

- 21.1.1** The Contractor and its Subcontractors will comply with all reporting requirements described in this Agreement, including the NEMT Manual.
- 21.1.2** Unless otherwise directed by EOHHS, reporting requirements relating to Members, or services provided to Members, include all eligibility groups described in this Agreement including different levels of service or transportation modes.
- 21.1.3** EOHHS will provide technical assistance regarding reporting requirements as needed.
- 21.1.4** The NEMT Manual contains “Reporting Calendar and Templates,” including reporting requirements, templates, timeframes, report attestations, and submission requirements. Unless otherwise indicated in the Reporting Calendar, reports are generally due within the following timeframes:

Report/Deliverable	Due Date
Daily Reports	Within two (2) Business Days
Weekly Reports	Wednesday of the following week
Bi-Weekly Reports	5 <sup>th</sup> and 20 <sup>th</sup> Day of the month
Monthly Reports	Last Business Day of the following month
Quarterly Reports	Last Business Day of the month following the end of the quarter
Semi-Annual Reports	January 31 and July 31
Annual Reports	As specified by EOHHS
Ad Hoc/On Demand	As specified by EOHHS

- 21.1.5** Final reporting templates will be provided to Contractor during Readiness Review.

- 21.1.6** As part of its QM/QI program, the Contractor must review all reports and data submitted to EOHHS, including reports generated by Subcontractors. If the Contractor identifies instances or patterns of noncompliance with reporting requirements, it must notify EOHHS of the errors, omissions, or deficiencies, and describe the corrective actions the Contractor is taking to resolve such issues.
- 21.1.7** EOHHS may require revisions to reports, including corrections to address errors, omissions, or deficiencies. EOHHS reserves the right to impose contractual remedies, including liquidated damages, if the Contractor fails to comply with reporting requirements.
- 21.1.8** At its discretion, EOHHS may change the content, format, or frequency of reports, or require additional or ad hoc reports. The Contractor will have thirty (30) Days to implement changes to reporting templates, unless otherwise indicated in EOHHS' notice of revision or substantive changes within a reporting template.
- 21.1.9** At EOHHS' request, the Contractor will provide any other data, documentation, or information relating to its performance under this Agreement.

## **21.2 Other Reporting Information or Requirements for the Contractor**

- 21.2.1** The Contractor will work with EOHHS to develop an electronic reporting package in Power BI utilizing Power BI Reporting Cloud Services. Development of this electronic reporting package will commence no later than December 31, 2023.
- 21.2.2** The Contractor shall comply with all reporting requirements established by EOHHS and other requirements for reporting established in the NEMT Manual.
- 21.2.3** EOHHS will provide the Contractor with the appropriate reporting formats, instructions, and submission timetables.
- 21.2.4** EOHHS may at its discretion, change the content, format or frequency of reports. EOHHS will develop and maintain a Reporting Calendar and reporting templates, to be used by the Contractor specified in the NEMT Manual.
- 21.2.5** All required reports listed in the Reporting Calendar are considered final and the Contractor shall be responsible for submitting reports in strict accordance with the deadlines contained in the Reporting Calendar.
- 21.2.6** EOHHS may, at its discretion, require the Broker to submit additional ad-hoc

reports. EOHHS will allow for a minimum of ten (10) business days for development of new reports.

### **21.3 Attestations of Reports**

- 21.3.1** All reports submitted by the Broker shall have an accompanying attestation signed by Leadership or their designee attached to the report in accordance with [42 C.F.R. § 438.604](#).
- 21.3.2** Contractor shall ensure that attestation confirm with EOHHS Reporting Policies and Procedures specified in the NEMT Manual.

## **22 Claims Processing and Management Information Systems (MIS)**

**22.1** The obligations outlined in this Section will survive the termination of the Agreement.

### **22.2 General Requirements**

**22.2.1** The Contractor will have a claims processing system and management information system (MIS) that collects, analyzes, integrates, and reports data. The system must be sufficient to meet all TP payments and reporting requirements described in this Agreement.

**22.2.2** The Contractor will ensure that all data received from TPs are screened for completeness, logic, and consistency.

**22.2.3** The Contractor will make all collected data available to EOHHS, and to CMS and upon request.

**22.2.4** The Contractor must ensure all data collected from providers is collected in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies.

**22.2.5** EOHHS will own the exclusive rights to all data produced or collected by the Contractor's claims processing and MIS system.

**22.2.6** The Contractor must ensure all Subcontractors performing claims or MIS system functions or related activities comply with the requirements in this Section.

### **22.3 Key Business Processes**

**22.3.1** The Contractor's MIS must include key business processing functions and/or features, which must apply across all subsystems.

**22.3.2** Key business functions must include:

**22.3.2.1** Collecting, analyzing, integrating, and reporting data, including data pertaining to utilization, claims, Grievances, and disenrollment for reasons other than loss of Medicaid eligibility.

**22.3.2.2** Operating claims processing and retrieval systems that are able to collect data elements necessary to enable mechanized claims processing and informed retrieval systems, as required by Section 6504(a) of the ACA and [42 C.F.R. § 438.242\(b\)\(1\)](#). Electronic transmission of claims data must be

consistent with the Transformed Medicaid Statistical Information System (T-MSIS), including detailed individual Member Encounter Data and other information necessary for program integrity, program oversight and administration.

- 22.3.2.3** Processing electronic data transmission or media to add, delete or modify membership records with accurate begin and end dates.
- 22.3.2.4** Capturing and reporting Member data by race, ethnicity, language, and other demographic characteristics as specified by EOHHS.
- 22.3.2.5** Tracking transportation to Covered Services received by Members through the system, and accurately and fully maintaining those Covered Services as HIPAA-compliant encounter transactions.
- 22.3.2.6** Transmitting or transferring Encounter Data transactions on electronic media in the HIPAA format to EOHHS or its agent.
- 22.3.2.7** Maintaining a history of changes and adjustments and audit trails for current and retroactive data.
- 22.3.2.8** Maintaining procedures and processes for accumulating, archiving, and restoring data in the event of a system or subsystem failure.
- 22.3.2.9** Employing industry-standard medical billing taxonomies (procedure codes, diagnosis codes, NDC) to describe services delivered and encounter transactions produced.
- 22.3.2.10** Supporting the coordination of benefits and recoveries from responsible third- parties.
- 22.3.2.11** Supporting mechanized claims processing and paying financial transactions to Subcontractors, Network Providers, and Out-of-Network Providers in compliance with Governing Requirements.
- 22.3.2.12** Ensuring all financial transactions are auditable according to GAAP guidelines. Relating and extracting data elements to produce reports required by CMS or EOHHS.
- 22.3.2.13** Ensuring written process and procedures manuals document and describe all manual and automated system procedures and processes for the MIS.

## **22.4 HIPAA Compliance**



- 22.4.1** The Contractor's MIS system must comply with operational and information system requirements of HIPAA, including data specification and reporting requirements; issuing applicable certificates of creditable coverage when coverage is terminated; and reporting requested data to EOHHS or its designee.
- 22.4.2** All transactions and code sets exchange with EOHHS or its designee must comply with the appropriate standard formats specified under HIPAA.

## **22.5 National Correct Coding Initiatives (NCCI)**

- 22.5.1** The Contractor will comply with the requirements [of Section 6507 of the Patient Protection and Affordable Care Act of 2010 \(P.L. 111-148\)](#), regarding "Mandatory State Use of National Correct Coding Initiatives," including all applicable rules, regulations, and methodologies, as amended or modified, in accordance with EOHHS policy.

## **22.6 Claims Processing**

- 22.6.1** The Contractor must administer an effective, accurate, and efficient claims payment process that complies with this Agreement and Governing Requirements.
- 22.6.2** The Contractor must process all claims in accordance with the benefit limits and exclusions set forth in the Rhode Island Medicaid State Plan and the terms of this Agreement.
- 22.6.3** The Contractor cannot directly or indirectly charge or hold a Member or Provider for claims adjudication or transaction fees.

## **22.7 Payment to Transportation Providers Requirements**

- 22.7.1** At a minimum, the Contractor shall run one (1) TP payment cycle per week, on the same day each week, unless advanced two (2) weeks prior to an off-cycle payment date.
- 22.7.2** The Contractor shall provide TPs the option to be paid via check or electronic fund transfer (EFT). If the Contractor interfaces to an automated clearinghouse (ACH) for EFT payments, it shall be CAQH/CORE compliant.
- 22.7.3** The Contractor shall encourage that its TPs, as an alternative to filing of paper-based claims, submit and receive claims information through electronic data interchange (EDI).

## **22.8 Timely Payment to Transportation Providers**

**22.8.1** The Contractor must pay all claims timely in accordance with the following standards:

**22.8.1.1** Clean Claims must be paid within thirty (30) Days of receipt.

**22.8.1.2** Timely payment is judged by the date that the Contractor receives the claim as indicated by its date stamped on the claim. The date of payment is the date of the check or other form of payment.

**22.8.1.3** The Contractor is subject to contractual remedies, including liquidated damages, if it fails to meet the following performance standards:

**22.8.1.3.1** 90% of all Clean Claims must be paid within thirty (30) Days of the date of receipt.

**22.8.1.3.2** 99% of all Clean Claims must be paid within ninety (90) Days of the date of receipt.

**22.8.1.4** The Contractor shall pay TPS interest at a rate of twelve percent (12%) per annum, calculated daily for the full period in which a payable Clean Claim remains unpaid beyond the thirty (30) Days Clean Claims processing requirements.

**22.8.1.4.1** Interest owed to the TP shall be paid the same date that the claim is adjudicated.

**22.8.1.4.2** Any interest payment should be reported on the applicable encounter submissions to the FI as defined in the NEMT Manual Encounter Data Companion Guide.

## **22.9 Date of Receipt and Payments**

**22.9.1** The Contractor will ensure that the date of receipt is the date the Contractor receives the claim, as indicated by its date stamp on the claim; and that the date of payment is the date of the check or other form of payment.

## **22.10 Timely Filing**

**22.10.1** The Contractor must establish a written policy regarding timely filing of Subcontractor and Provider claims for payment. The timeframe for timely filing a claim must not be greater than ninety (90) Days from the date of service.

**22.10.2** Policies and procedures shall be reviewed during Contract Readiness and/or approval by EOHHS if there are substantive changes to process.

## **22.11 Denial of Payment**

**22.11.1** The Contractor may deny a claim submitted by a Provider for failure to file in a timely manner in accordance with the Contractor's written policy.

## **22.12 Payment Withholds**

**22.12.1** The Contractor must withhold all or part of payment for any claim submitted by a Provider:

**22.12.1.1** Debarred, suspended, or otherwise excluded from the Medicare, Medicaid, or CHIP programs for Fraud, Waste, or Abuse.

**22.12.1.2** On payment hold under the authority of EOHHS or its authorized agents.

**22.12.1.3** With debts, settlements, or pending payments due to EOHHS, or the state or federal government.

## **22.13 Penalties**

**22.13.1** The Contractor is subject to contractual remedies, including liquidated damages and interest, if the Contractor does not process and adjudicate claims in accordance with the procedures and the timeframes listed in this Agreement.

## **22.14 Electronic Data Interchange (EDI)**

**22.14.1** The Contractor will offer its Providers and Subcontractors the option of submitting and receiving claims information through an electronic data interchange (EDI) that allows for automated processing and adjudication of claims. EDI processing must be offered as an alternative to the filing of paper claims. Electronic claims must use HIPAA-compliant electronic formats.

## **22.15 Electronic Funds Transfer (EFT)**

**22.15.1** The Contractor must make an electronic funds transfer payment process for direct deposit available to TPs.

## **22.16 Audits**

- 22.16.1** The Contractor must conduct periodic audits of Provider claims in accordance with its Compliance Plan.

## **22.17 Claims System Changes**

- 22.17.1** The Contractor must notify EOHHS of major claim system changes in writing no later than one hundred eight (180) Days prior to implementation.
- 22.17.2** The Contractor must provide an implementation plan and schedule of proposed changes.
- 22.17.3** EOHHS reserves the right to require a desk or onsite Readiness Review of the changes.

## **22.18 Policies Affecting Claims Adjudication**

- 22.18.1** The Contractor must make any policies affecting claims adjudication and claims coding and processing guidelines available to TPs.
- 22.18.2** Providers must receive ninety (90) Days' notice prior to the Contractor's implementation of changes to these claims policies and guidelines.
- 22.18.3** Changes in policies must be made in writing to EOHHS for approval or denial.

## **22.19 Inappropriate Payment Denials or Recoupments**

- 22.19.1** If the Contractor has a pattern, as determined by EOHHS, of inappropriately denying, delaying, or recouping TP payments for services, the Contractor may be subject to contractual remedies, including:
  - 22.19.1.1** Suspension of new enrollments;
  - 22.19.1.2** Monetary penalties equal to 150% of the value of the claims; inappropriately denied, delayed, or recouped;
    - 22.19.1.2.1** Termination of this Agreement; and
    - 22.19.1.2.2** Disqualification from future contract awards.
  - 22.19.1.3** This Section applies not only to situations where EOHHS has ordered payment after a TPs claims payment appeal, but also to situations where no appeal has been made (i.e., EOHHS is knowledgeable about the documented abuse from other sources).

## **22.20 Encounter Data Reporting**

**22.20.1** In accordance with [42 C.F.R. § 438.242\(c\)](#), the Contractor will submit complete, accurate, and timely Encounter Data for all services for which the Contractor has incurred any financial liability, whether directly or through Subcontracts or other arrangement.

**22.20.2** Encounter data will be required from the Contractor for EOHHS' Data Warehouse (DW) and Transformed Medicaid Statistical Information System (T-MSIS) submissions to CMS.

**22.20.3** The Contractor will:

**22.20.3.1** Collect and maintain sufficient Member Encounter Data to identify:

**22.20.3.1.1** Any items or services provided to Members and the identity of the TP who furnished them;

**22.20.3.1.2** The allowed amount and paid amount;

**22.20.3.1.3** Member and Provider characteristics; and

**22.20.3.1.4** Any other data as specified by EOHHS or CMS based on program administration, oversight and program integrity needs or that EOHHS is required to report to CMS under [42 C.F.R. § 438.818](#).

**22.20.3.1.4.1** Collect data from Providers in standardized formats to the extent feasible and appropriate.

**22.20.3.1.4.2** Submit encounter data in standardized ASC X12N 837 and NCPDP formats, and the ASC X12N 835 format, as appropriate.

**22.20.3.1.4.3** Collect and submit all Subcontractor Encounter Data.

**22.20.3.1.4.4** Comply with the procedures and requirements for data reporting, submission, and accuracy in the EOHHS guidance document Rhode Island Medicaid Managed Care Encounter Data Quality, Thresholds and Penalties for Non-Compliance” (the “EOHHS Encounter Data Guidance”) the NEMT Manual.

**22.20.3.1.4.5** Make all collected data available to EOHHS and upon request, to CMS.

**22.20.3.1.4.6** EOHHS reserves the right to make changes to the EOHHS Encounter Data Guidance at any time, and the Contractor must implement

those changes within the time specified by EOHHS.

- 22.20.4** The Contractor's system shall be ready to submit encounter data to the FI in a provider-to-payer-to-payer COB format within sixty (60) Calendar Days of the Operational Start Date.
- 22.20.5** The Contractor shall incur all costs associated with certifying HIPAA transactions readiness through a third party prior to submitting encounter data to the FI. Data elements and reporting requirements are provided in the EOHHS System Companion Guide.
- 22.20.6** The Contract Operations Manager or their designee shall attest to the truthfulness, accuracy, and completeness of all encounter data submitted to the FI. The Contractor shall submit to EOHHS required encounter attestations for each submitted 837 encounter file in a format and frequency established by LDH.
- 22.20.7** The data must be transmitted with a ninety-eight percent (98%) 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.
- 22.20.8** Claims that do not pass basic editing must be resubmitted by the Contractor. All costs, including telecommunications equipment and expense, computer hardware, and software, associated with collecting and transmitting encounter data to EOHHS shall be borne by the Contractor.

## **23 Claims Reprocessing, Adjustments and Voids**

- 23.1** If the Contractor or EOHHS or its subcontractors or Transportation Providers discover errors made by the Contractor when a claim was Adjudicated, the Contractor shall make corrections and reprocess the claim within fifteen (15) Calendar Days of discovery or notification, or if circumstances exist that prevent the Contractor from meeting this time frame, by a specified date subject to EOHHS written approval.
- 23.2** The Contractor shall automatically recycle all impacted claims for all providers and shall not require the provider to resubmit the impacted claims.
- 23.3** The Contractor may adjust or void incorrect claims payments in accordance with the EOHHS System Companion Guide.

### **23.4 Timeliness and Frequency Requirements**

- 23.4.1** The Contractor will submit all specified Encounter Data at an agreed upon cadence with EOHHS.
- 23.4.2** Encounter data must be submitted within forty-five (45) Days of the claim's paid date.

### **23.5 OMB Standards for Collecting and Reporting Demographic Data**

- 23.5.1** In accordance with [42 U.S.C. § 300kk](#), the Contractor must be able to collect and report data on race, ethnicity, sex, primary language, and disability status.
- 23.5.2** The Contractor must develop procedures to collect this information from Members or their legally Authorized Representatives.
- 23.5.3** The Contractor must comply with the Office of Management and Budget (OMB) standards for data collection for race and ethnicity.

### **23.6 Accuracy**

- 23.6.1** The Contractor will ensure that the Encounter Data received from Subcontractors and Providers is accurate and complete by:
  - 23.6.1.1** Verifying the accuracy and timeliness of reports date, including data from Network Providers the Contractor is compensating on the basis of capitation payments.
  - 23.6.1.2** Screening for completeness, logic, and consistency.

**23.6.1.3** Attesting to the accuracy of each submission to the State.

**23.6.2** The Contractor will comply with standards for Encounter Data completeness, accuracy and timeliness in the EOHHS Encounter Data Guidance.

**23.6.3** Contractor is responsible for reconciling Financial Data Cost Report cost allocations and the File Submission Report in accordance with the standards and requirements set forth in the EOHHS Encounter Data Guidance.

**23.6.4** The Contractor must cooperate and assist EOHHS to validate that the Contractor's Encounter Data is a complete and accurate representation of the services provided to Members under this Agreement by producing records, including samples of records and claims data upon request.

**23.6.5** The Contractor is solely responsible for ensuring that its Subcontractors are in compliance with EOHHS' data submission and reporting requirements as described in this Agreement and the EOHHS Encounter Data Guidance.

### **23.7 All Payer Claims Database**

**23.7.1** The Rhode Island All Payer Claims Database (RI-APCD), is a repository of healthcare insurance payment information for people living in Rhode Island. The data will come from the major health care entities doing business in Rhode Island, including fully insured and self-funded commercial plans, Medicare, and Medicaid. The development of the RI-APCD is a collaborative effort amongst the Rhode Island Department of Health, the Office of the Health Insurance Commissioner, the Health Benefits Exchanges, and the Executive Office of Health and Human Services.

**23.7.2** Pursuant to [RI General Laws § 23-17.17-10](#), the Contractor will submit timely data exchange files to the RI-APCD according to the schedule established by the RI-APCD.

### **23.8 Penalties for Non-Compliance**

**23.8.1** At the discretion of EOHHS, the Contractor may be subject to penalties as set forth in the "Rhode Island Medicaid Managed Care Encounter Data Quality Measurement, Thresholds and Penalties for Non-Compliance" document.

**23.8.2** For non-compliance with the standards for encounter data completeness, accuracy and timeliness that are incorporated by reference into this Agreement, penalties must be imposed in accordance with the procedures set forth in the EOHHS Encounter Data Guidance.



- 23.8.3** Failure of a Subcontractor to provide the Contractor with necessary Encounter Data will not excuse the Contractor's noncompliance with the encounter data requirements.

## **23.9 Financial Sanctions**

- 23.9.1** EOHHS will request the Contractor submit a Corrective Action Plan when areas of noncompliance are identified.
- 23.9.2** EOHHS may assess financial sanctions as provided in EOHHS Encounter Data Guidance based on the identification of instances of non-compliance.

## **23.10 Encounter Data Meetings**

- 23.10.1** The Contractor must participate in regular meetings with the State concerning Encounter Data reporting and submission and will submit reports to the State as requested.

## **23.11 National Provider Identifier (NPI) and Provider Enrollment Portal**

- 23.11.1** The HIPPA Standard Unique Identifier regulations (45 C.F.R. Part 162) require that all Covered Entities use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).
- 23.11.2** Contractor may be required to follow EOHHS requirements regarding transportation provider to utilize a NPI at the direction and timeframes established by EOHHS.
- 23.11.3** EOHHS may require that the Contractor shall ensure that TP's are enrolled accurately in the EOHHS Medicaid Provider Enrollment Portal through a FI at EOHHS designated timeframes during the Contract.

## 24 Financial Requirements

### 24.1 Third-Party Liability and Subrogation

- 24.1.1** Rhode Island Medicaid will be the payor of last resort for all Covered Services, unless otherwise required by federal laws or regulations.
- 24.1.2** Third-Party Liability ("TPL") refers to the legal obligation of any third-party entity or health insurance program, including health insurers, self-insured plans, group health plans (as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974), service benefit plans, managed care organizations, pharmacy benefit managers, or other parties that are, by law, contract, or agreement, responsible for payment of a claim for a Member's health care item or service.
- 24.1.3** Under [Section 1902\(a\)\(25\)](#) of the Social Security Act, EOHHS and the Contractor are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid recipient.
- 24.1.4** The Contractor agrees to take primary responsibility for identifying, collecting, and reporting TPL coverage and collection information to EOHHS on a weekly basis. As TPL information is a component of Capitation Rate development, the Contractor will maintain records regarding TPL collections and will report these collections to EOHHS in the timeframe and format determined by EOHHS, in accordance with Section 3.27.9, "Financial Data Reporting."
- 24.1.5** The projected amount of third-party recovery that the Contractor is expected to recover may be factored into the rate setting process.
- 24.1.6** The Contractor will designate one (1) contact person for TPL matters.
- 24.1.7** The Contractor will develop and maintain a TPL Policy. The Contractor will submit the TPL Policy for EOHHS review and approval within ninety (90) Days of the execution of this Agreement. The Contractor must submit the TPL Policy annually thereafter and upon EOHHS' request. In the event of modification of the TPL Policy, the Contractor will submit TPL Policy amendments to EOHHS for review and approval at least ninety (90) Days before the proposed effective date.
- 24.1.8** When the Contractor is aware of other insurance coverage prior to paying for a Covered Service for a Member, it should avoid payment by rejecting a provider's claim and direct the provider to submit the claim to the appropriate third party. The Contractor will follow exceptions to cost avoidance as outlined

in [42 C.F.R. § 433.139](#).

- 24.1.9** The Contractor will collect and retain all TPL collections. The Contractor will document cost recovery and cost adjustment through the encounter data reporting process, including denials. All claims subject to “pay and chase” will be reported to EOHHS on a monthly basis in accordance with EOHHS financial data reporting standards and will include current recovery efforts.
- 24.1.10** The Contractor must obtain recovery of payment from a liable third party and not from the provider unless the provider received payment from both the Contractor and the liable third party.
- 24.1.11** The Contractor will have three hundred sixty-five (365) Days from the original paid date to recover funds from the third-party entity. If funds have not been recovered by that date, EOHHS has the sole and exclusive right to pursue, collect and retain those funds.
- 24.1.12** The Contractor will cooperate with EOHHS in the implementation of [RI General Laws 40-6-9.1](#) by participating in the matching of data available to EOHHS and to the Contractor through an electronic file match. The matching of such data is critical to the integrity of the Medicaid program and the use of public funds. Requests made of the Contractor by EOHHS will be made at such intervals as deemed necessary by EOHHS to participate in the data matching.
- 24.1.13** The Contractor shall vigorously pursue and bill prior TPL resources as these amounts are considered part of their risk-based capitation payment.
- 24.1.14** The Contractor shall reimburse TP 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.
- 24.1.15** The Contractor must utilize the EVS eligibility system to determine if casualty claims are filed and recover costs through subrogation on behalf of Medicaid members. The Contractor must determine the third party and seek payment; the Contractor 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 EOHHS in a format prescribed by the State.
- 24.1.16** The Contractor will respond with the requested data within five (5) Business Days.
- 24.1.17** EOHHS will review the effectiveness of the Contractor’s TPL recovery programs

annually and may revoke TPL activities from the Contractor if the recovery programs do not meet the effectiveness criteria defined by EOHHS in NEMT Manual.

## **24.2 Financial Benchmarks**

- 24.2.1** The success of the Rhode Island NEMT Program is contingent on the financial stability of participating Contractor. As part of its oversight activities, the State has established financial viability criteria, or benchmarks, to be used in measuring and tracking the fiscal status of the Contractor.
- 24.2.2** The Contractor must provide documentation on a regular basis that it is financially solvent and has the capital, financial resources, and management capability to operate under this risk-based contract and comply with the terms outlined in this Agreement.
- 24.2.3** The Contractor will provide all the information necessary for calculating financial benchmark levels. EOHHS may impose contractual remedies, including corrective action plans and liquidated damages, if the Contractor fails to meet financial benchmarks.

## **24.3 Financial Disclosures**

- 24.3.1** Upon EOHHS' request, the Contractor will disclose all financial terms and arrangements for payment of any kind that apply between the Contractor or the Subcontractor and any provider of a Medicaid service, except where federal or state law restricts disclosing the terms and arrangements. EOHHS acknowledges such information may be considered confidential and proprietary and thus will be held confidential by EOHHS to the extent allowed under Rhode Island law.
- 24.3.2** If applicable, the Contractor and Subcontractor will narrowly designate portions of any agreement as proprietary information that should not be otherwise disclosed, except to EOHHS and its designees. Portions of any agreement designated as proprietary information will be limited to the portions that consist of unique business or pricing structures that a competitor may or would likely use to gain an unfair market advantage over the Contractor or Subcontractor.
- 24.3.3** Proprietary designations in every agreement must be limited consistent with the foregoing. Every portion of an agreement that is not designated as proprietary will be deemed to be a public record.

## **24.4 Limits on Payments to Associated Providers and Subcontractors**

- 24.4.1** For any provider or Subcontractor associated with the Contractor, the Contractor will not pay more for services rendered by the associated entity than it pays for similar services rendered by providers and Subcontractors not associated with the Contractor. For purposes of this Section, “associated with” means providers or Subcontractors that have an indirect ownership interest or ownership or control interest in the Contractor, an affiliate of the Contractor, or the Contractor’s management company. The term “associated with” also includes providers or Subcontractors that the Contractor, an Affiliate of the Contractor, or the Contractor’s management company has an indirect ownership interest or ownership or control interest in. The standards and criteria for determining indirect ownership interest, an ownership interest or a control interest are set out at [42 C.F.R. Part 455, Subpart B](#).
- 24.4.2** Any payments made by the Contractor that exceed the limitations set forth in this Section are considered non-allowable payments and will be excluded from operating expenses and administrative expenses reported in the MLR report.
- 24.4.3** In accordance with financial reporting requirements described in this Agreement, the Contractor will submit information on payments to related providers and Subcontractors. This information must include claims and administrative expenses paid to the provider or Subcontractor.

## **24.5 Restriction on Payments to Related Entities**

- 24.5.1** With the exception of payment of a claim, the Contractor will not pay money or transfer any assets for any reason to a Related Entity without prior approval from EOHHS, if any of the following criteria apply:
- 24.5.1.1** The Contractor’s risk-based capital (RBC) ratio was below the requirement in Financial Benchmark Section as of December 31 of the most recent year for which the due date for filing the annual financial report has passed.
- 24.5.1.2** Subsequent adjustments are made to the Contractor’s financial statement as the result of an audit, or are otherwise modified, such that after the transaction took place, a final determination is made that the Contractor was not in compliance with the RBC standards in Financial Benchmarks Section. In this event, EOHHS may require repayment of amounts involved in the transaction.
- 24.5.1.3** EOHHS may elect to waive the requirements of this Section.

## **24.6 Disclosure of Changes in Circumstances**

**24.6.1** The Contractor will notify EOHHS of any change in circumstances that may have a material adverse effect upon financial or operational conditions of the Contractor or a Related Entity. The Contractor must provide the notice within ten (10) Business Days of an event triggering the change in circumstance. By way of example, notice is required for the following events related to the Contractor or its parent company, or any Related Entity of either:

**24.6.1.1** Suspension, debarment, or exclusion by any state or the federal government.

**24.6.1.2** Suspension, debarment, or exclusion of a director, officer, partner, or person with beneficial ownership of more than five percent (5%) of the Contractor's equity.

**24.6.1.3** Notice of a state or federal government's intent to suspend, debar, or exclude. In addition the Contractor, Contractor's parent, and any Related Entity of either, this requirement applies to notices relating to any individuals with employment, consulting, or other arrangements that are material and significant.

**24.6.1.4** Any new or previously undisclosed lawsuits or investigations by any federal or state agency that may have a material impact upon the Contractor's financial condition or ability to perform under this Agreement.

## **24.7 Financial Data Reporting**

**24.7.1** The Contractor will comply with all reporting requirements set forth in this Section, as well as the detailed requirements set forth in NEMT Manual.

**24.7.2** The Contractor must submit all reports and required data completely and accurately within the specified timeframes and accounting periods established in EOHHS Reporting Calendar. Such compliance includes submitting the following reports:

**24.7.2.1** The Contractor's Audited Financial Statements;

**24.7.2.2** The Contractor will submit audited financial reports specific to the Rhode Island NEMT Program on an annual basis. The audit must be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

**24.7.2.3** The Contractor's Report to Owners, Shareholders, Members, and Others;

- 24.7.2.4** Company's General Liability and Directors' and Officer's Insurance Coverages;
- 24.7.2.5** Claims Reinsurance Coverage and attachment points;
- 24.7.2.6** Where applicable, evidence that the parent company provides 100% of subsidiary's financial backing;
- 24.7.2.7** Minimum Loss Ratio (MLR) Statement using the MLR template provided by EOHHS;
- 24.7.2.8** Monthly financial statements;
- 24.7.2.9** Financial Data Cost Reports;
- 24.7.2.10** Identification of Third-Party Liability;
- 24.7.2.11** Third-Party Liability collections, cost recoveries, and cost adjustments; and,
- 24.7.2.12** Any other additional reports required due to special circumstances, studies, analyses, audits, and significant changes in the Contractor's financial position or performance.

## **24.8 Medical Loss Ratio Reporting**

- 24.8.1** The Contractor will submit annual consolidated Medical Loss Ratio (MLR) reports in accordance with the NEMTM.
- 24.8.2** The Contractor will comply with the MLR reporting standards and any EOHHS directives required to satisfy the MLR elements established in 42 C.F.R. § 438.74. EOHHS directives may include additional state-specific criteria or adjustments to the MLR calculation methodology or reporting instructions.
- 24.8.3** MLR in this Contract is limited to benefits spend by the Contractor related to direct transportation costs. Other costs shall be limited to administrative costs.
- 24.8.4** The Contractor will submit MLR Reports by the earlier of the EOHHS deadline or within twelve (12) months of the end of the reporting year. EOHHS may also require interim reporting on a more frequent basis
- 24.8.5** Following submission of each MLR Report, EOHHS will provide either an acceptance or a request for additional information or reconciliation. The Contractor must submit a good faith response in the timeframe specified in the EOHHS request. Failure to respond to these requests or to make required

corrections within the timeline requested may result in contractual remedies, including corrective action or liquidated damages. EOHHS has the authority to determine when the MLR Report is final for purposes of submission to CMS and the calculation of any remittance payments. In the event the Contractor's response takes longer to be submitted than the timeframe specified by EOHHS, EOHHS may, at its discretion, move forward to a final settlement of the Contractor's MLR reports without regard to any additional data the Contractor provides.

- 24.8.6** The Contractor is responsible for complete and accurate MLR reporting as specified in [42 C.F.R. § 438.8](#) and should rely on their own consultants and advisors to ensure compliance with these requirements. The acceptance of an MLR Report as final by EOHHS does not constitute a waiver of this requirement.

## **24.9 Minimum Medical Loss Ratio for Program Year**

- 24.9.1** EOHHS requires an MLR ratio, as outlined in [42 C.F.R. § 438.8\(j\)](#), for Contractors with an MLR as calculated in the MLR Report accepted by EOHHS of less than eighty percent (80%). The MLR used for purposes of calculating a ratio will be calculated in aggregate across all eligibility groups in the Medicaid portion of the Rhode Island NEMT Program.
- 24.9.2** If the calculated MLR is less than eighty percent (80%), the Contractor will remit the difference between the minimum MLR of 80% and the calculated MLR multiplied by the revenue paid to the Contractor during the contract year.
- 24.9.3** EOHHS may require an eighty-one percent (81%) MLR for Contract Year 2 and eighty-two (82%) for Contract Year 3 based on administrative efficiencies of the Contractor as determined by EOHHS and in the interest of the program.

## **24.10 Calculating the Medical Loss Ratio**

- 24.10.1** The MLR calculation for the Contractor is the ratio of the numerator (as defined in accordance with [42 C.F.R. § 438.8\(e\)](#)) to the denominator (as defined in accordance with [42 C.F.R. § 438.8\(f\)](#)).
- 24.10.2** Each Contractor expense must be included under only one type of expense, unless a portion of the expense fits under the definition of, or criteria for, one type of expense and the remainder fits into a different type of expense, in which case the expense must be prorated between types of expenses.

- 24.10.2.1** Expenditures related to direct transportation benefit expenses.



- 24.10.2.2** Expenditures that benefit multiple contracts or populations, or contracts other than those being reported, must be reported on pro rata basis.
- 24.10.2.3** The Contractor's expense allocation must be based on a generally accepted accounting method that is expected to yield the most accurate results.
- 24.10.2.4** Shared expenses, including expenses under the terms of a management contract, must be apportioned pro rata to the contract incurring the expense.
- 24.10.2.5** Expenses that relate solely to the operation of a reporting entity, such as personnel costs associated with the adjusting and paying of claims, must be borne solely by the reporting entity and are not to be apportioned to the other entities.
- 24.10.3** The Contractor may add a credibility adjustment to a calculated MLR if the MLR reporting year experience is partially credible.
  - 24.10.3.1** The credibility adjustment is added to the reported MLR calculation before calculating any remittances, if required by the state.
  - 24.10.3.2** The Contractor may not add a credibility adjustment to a calculated MLR if the MLR reporting year experience is fully credible.
  - 24.10.3.3** If the Contractor's experience is non-credible, it is presumed to meet or exceed the MLR calculation standards.
  - 24.10.3.4** The Contractor must require any third-party vendor providing claims adjudication activities to provide all underlying data associated with MLR reporting to the Contractor within one hundred eighty (180) Days of the end of the MLR reporting year or within thirty (30) Days of being requested by EOHHS or the Contractor, whichever comes sooner, regardless of current contractual limitations, to calculate and validate the accuracy of MLR reporting.
  - 24.10.3.5** If EOHHS makes a retroactive change to the Capitation Payments for a MLR reporting year where the MLR report has already been submitted to EOHHS, the Contractor must:
    - 24.10.3.5.1** Recalculate the MLR for all MLR reporting years affected by the change; and,
    - 24.10.3.5.2** Submit a new MLR report meeting the applicable requirements.

**24.10.3.6** The Contractor must attest to the accuracy of the MLR calculation in accordance with the MLR standards when submitting the required MLR reports.

#### **24.11 Reporting Transactions**

**24.11.1** The Contractor must report to EOHHS and, upon request, to the Secretary of DHHS, the Inspector General of DHHS, and the Comptroller General a description of transactions between the Contractor and a party in interest (as defined under 1318(b) of the Social Security Act) including the following transactions:

**24.11.2** Any sale or exchange, or leasing of any property between the MCP and such a Contractor;

**24.11.3** Any furnishing for consideration of goods, services (including management services), or facilities between the Contractor and a party of interest, but not including salaries paid to employees for services provided in the normal course of employment; and

**24.11.4** Any lending of money or other extension of credit between the Contractor and the party.

#### **24.12 Reserving**

**24.12.1** The Contractor will establish a process for estimating and tracking incurred but not reported claims (IBNRs).

**24.12.2** The Contractor also will reserve funds by major categories of service to cover both IBNRs and reported but unpaid claims.

**24.12.3** As part of its reserving methodology, the Contractor will conduct “look backs” at least annually to assess its reserving methodology and make adjustments as necessary.

#### **24.13 Annual Financial Audit Report**

**24.13.1** The Contractor must submit an annual certified financial audit through the close of each State Fiscal Year (July-June) within six (6) months of the close the year that just ended.

**24.13.2** The Contractor must also submit unaudited quarterly financial reports, due forty-five (45) days following the end of each quarter for the Contract.

## **25 Turnover Phase Requirements**

### **25.1 Introduction**

**25.1.1** The Contractor is required to complete Turnover Phase activities in the following circumstances:

**25.1.1.1** Expiration or termination of all or part of the Agreement.

**25.1.1.2** The Contractor's merger with or acquisition by another entity.

**25.1.2** During the Turnover Phase, the Contractor must continue to perform its responsibilities under the Agreement, including rendering all contracted services, until EOHHS determines the Contractor has completed all Turnover Phase requirements.

**25.1.3** Contractor must provide all reasonably necessary assistance to EOHHS in transitioning Members to another Contractor.

**25.1.4** The Contractor must maintain sufficient key personnel and support staff based in Rhode Island to support all required Agreement functions. The Contractor's transition team will assist with Member transitions to new Contractor and share all documentation required by EOHHS.

### **25.2 Turnover Plan**

**25.2.1** No later than six (6) months after the Effective Date of the Agreement, the Contractor will provide a comprehensive Turnover Plan for EOHHS approval

**25.2.2** The Contractor must provide the Turnover Plan and annual updates to the plan in accordance with EOHHS Reporting Calendar.

**25.2.3** The Turnover Plan must include the Contractor's proposed:

**25.2.3.1** Schedule, activities, and resources and dependencies associated with Turnover Phase tasks;

**25.2.3.2** Process for turning over records and information maintained by the Contractor and its Subcontractors to either EOHHS or a third party designated by EOHHS;

**25.2.3.3** Approach completing the data transfer activities described in Section 22.3, below;

**25.2.3.4** Describe the Contractor's approach to providing all reasonably necessary

assistance to EOHHS and the subsequent Contractor to support continuity of care;

- 25.2.3.5** Quality assurance process for monitoring Turnover Phase activities;
- 25.2.3.6** Approach to training EOHHS or a subsequent Contractor staff on the operation of the Contractor's business practices; and,
- 25.2.3.7** Third-party software used by the Contractor and its Subcontractors to perform contractual duties, including how the software is used and the terms of the license agreement, so that EOHHS can determine if the software is needed to transition operations.

**25.2.4** The Contractor must update the Turnover Plan within one (1) month of notifying EOHHS of a merger or acquisition impacting the Agreement, or at EOHHS's request prior to the expiration or termination of the Agreement.

**25.2.5** EOHHS may require the Contractor to submit additional information or make modifications to the Turnover Plan.

### **25.3 Data Transfer**

**25.3.1** The Contractor must transfer all data, records, documentation, and information (collectively "information") necessary to transition operations to EOHHS or a subsequent Contractor, including:

- 25.3.1.1** Data and reference tables.
- 25.3.1.2** Data entry software.
- 25.3.1.3** License agreements for third-party software and modifications.
- 25.3.1.4** Documentation relating to software and interfaces.
- 25.3.1.5** Functional business process flows.
- 25.3.1.6** Operational information, including correspondence, documentation of ongoing or outstanding issues, operations support documentation, and operational information regarding Subcontractors.
- 25.3.1.7** Member and Covered Service information.
- 25.3.1.8** Any other EOHHS determines necessary for EOHHS or a subsequent Contractor to assume operational activities successfully.

- 25.3.2** For purposes of this section, “documentation” includes all operations, technical, and user manuals used in conjunction with the software. The Contractor must produce all documentation EOHHS determines is needed to view and extract application data in a proper format.
- 25.3.3** The Contractor shall transfer all data regarding the provision of transportation services to EOHHS and/or the subsequent Contractor, at the sole discretion of EOHHS and as directed by EOHHS.
- 25.3.4** All required transfers of data and information specified in the Contract shall be made electronically unless otherwise directed by EOHHS, and according to the format and schedule approved by EOHHS.
- 25.3.5** The Contractor must provide, in a HIPAA-compliant format, all information needed to map information from the Contractor’s systems to the replacement systems, including a comprehensive data dictionary.
- 25.3.6** The Contractor must provide all information at no additional cost to EOHHS.
- 25.3.7** If EOHHS determines information provided by the Contractor or its Subcontractors is not accurate, complete, or HIPAA compliant, it reserves the right to hire an independent contractor, at the Contractor’s expense, to assist in obtaining and transferring information.

## **25.4 Turnover Services**

### **25.4.1 The Contractor will:**

- 25.4.1.1** Provide EOHHS or its agent by a turnover date to be determined by EOHHS, all current, updated and accurate reference files, and all other records as will be required by EOHHS or its agents to perform the duties of:
  - 25.4.1.1.1** Recruiting and negotiating with TPs;
  - 25.4.1.1.2** Payment administration;
  - 25.4.1.1.3** Gatekeeping;
  - 25.4.1.1.4** Reservations and trip assignments;
  - 25.4.1.1.5** Quality assurance, and,
  - 25.4.1.1.6** Administrative oversight/reporting;

- 25.4.1.2** Submit to EOHHS any inventory of training manuals, operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFQ.
- 25.4.1.3** Upon request by EOHHS, begin training the staff of EOHHS or its designated agent in the required Contractor operations. Such training must be completed at least one (1) month prior to the end of the contract or on a date specified by EOHHS.

## **25.5 Post-Turnover Services**

- 25.5.1** The Contractor must provide EOHHS a Turnover Results Report no later than thirty (30) Days after completing Turnover Phase activities. The report must document that all activities outlined in the Turnover Plan are complete. Turnover will not be considered complete until EOHHS approves this plan
- 25.5.2** During the transition to a new Contractor, for the last month of the Contract, EOHHS will withhold up to seventy-five percent (75%) of the final Capitation Payments until EOHHS approves the Turnover Results Report and determines the Contractor has successfully completed all required Turnover Phase activities.
- 25.5.3** If the Contractor fails to provide information necessary for EOHHS or a subsequent Contractor to assume operational activities, the Contractor is responsible for all costs incurred by EOHHS and its agents (including travel and attorney's fees and costs) to carry out inspection, audit, review, analysis, reproduction, and transfer functions at the locations where information is kept. EOHHS may subtract such costs from the withheld Capitation Payments or invoice the Contractor. Contractor must pay an invoice no later than ten (10) Days after receipt.

## **26 EOHHS and Contractor Oversight Requirements**

### **26.1 EOHHS Oversight**

- 26.1.1** EOHHS will oversee the Rhode Island NEMT Program, including overall program management, determination of policy and monitoring of service.
- 26.1.2** EOHHS will work in partnership with Contractor in developing a quality program.
- 26.1.3** The following are the primary responsibilities of EOHHS to provide oversight of the Rhode Island NEMT Program:
  - 26.1.3.1** Policy Interpretation—EOHHS will make final decisions regarding all policy issues;
  - 26.1.3.2** On-going project oversight and management to include announced and unannounced visits to ensure regulatory compliance;
  - 26.1.3.3** Provide the Contractor with all up to date member eligibility information;
  - 26.1.3.4** Field observations of operations and the call center;
  - 26.1.3.5** Monitoring staffing levels, including drivers and their training, which may include announced and unannounced visits to observe driver training programs;
  - 26.1.3.6** Review inspection of vehicle and maintenance reports. Inspect direct records to ensure that proper training has been provided; and,
  - 26.1.3.7** Review and approve any Contractor written policy or procedural communications to members, TPs and other prior to release.
  - 26.1.3.8** Ensure compliance with all aspects of this Agreement.

### **26.2 Contractor Administrative Oversight**

- 26.2.1** Contractor is responsible for the management of overall day-to-day operations necessary for the delivery of transportation brokerage services and the maintenance of appropriate records and systems of accountability to report to EOHHS and respond to the terms of this Contract.
- 26.2.2** In all cases, the Contractor 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 services, the Contractor is

responsible for the management, supervision and monitoring for all transportation provided with funds received through this RFQ.

- 26.2.3** Contractor must ensure that all oversight safeguards before Operational Start Date and through the entirety of the Contract.

### **26.3 Performance Monitoring of Contractor**

- 26.3.1** EOHHS reserves the right to conduct a review of Contractors records or to conduct an onsite review at any time to ensure compliance with Contract requirements.
- 26.3.2** The Contractor agrees to make all records related to services available for such reviews by EOHHS or its agents.
- 26.3.3** EOHHS reserves the right to audit the Contractor's records to validate service delivery reports and other information.
- 26.3.4** EOHHS staff or their official agent may ride on trips to monitor service. All the TP's vehicles must be made available to EOHHS or its agents for inspection at any time.
- 26.3.5** EOHHS staff or its official agent will review reports of grievances from members, providers, or any individual or group who contact the Contractor regarding the delivery of services under this Contract.
- 26.3.6** The Contractor agrees EOHHS may assess liquidated damages for failure to meet the performance standards specified in this Contract.
- 26.3.7** EOHHS, in its daily activities, shall monitor the Contractor for compliance with the provisions of this Contract.

### **26.4 EOHHS Oversight Meetings and Active Contract Management**

- 26.4.1** The Contractor shall meet with EOHHS representatives at the EOHHS Office in Cranston, Rhode Island at least monthly and upon request by EOHHS to discuss the Rhode Island NEMT Program and to answer pertinent inquiries regarding the Program, its implementation and its operation. EOHHS shall decide to move the meetings to a virtual format.
- 26.4.2** Contractor must be prepared for EOHHS Oversight Meetings and must have relevant data and participate in Active Contract Management to improve service quality or other requested oversight item by EOHHS.



- 26.4.3** The Contractor may be required to attend other meetings as requested by EOHHS.

## **26.5 Contractor and Subcontractor Report Cards**

- 26.5.1** EOHHS or its agents will collect data on the Contractor's and the TPs' performance and will have the option to make the data available to interested parties in the form of a quarterly 'report card.'

- 26.5.2** This data will include, but not limited to:

- 26.5.2.1** Number of trips provided by type of transportation;
- 26.5.2.2** Number of trips provided by TP;
- 26.5.2.3** Number of member served;
- 26.5.2.4** Number of requests for adverse benefit determinations by reason;
- 26.5.2.5** Average number of phone calls received daily;
- 26.5.2.6** Average number of phone calls abandoned daily;
- 26.5.2.7** Average 'on hold' time;
- 26.5.2.8** Percentage of pick-ups and drop-offs completed on-time;
- 26.5.2.9** Number and type of grievances; and,
- 26.5.2.10** Any other metrics specified by EOHHS.

- 26.5.3** EOHHS can modify report card metrics, including removal or addition of metrics, at any time.

- 26.5.4** No recipient specific information, specific details related to critical incidents that would identify the member related to a critical incident shall be disclosed in the report card.

- 26.5.5** The Contractor has the right to appeal information or data shared on the performance dashboard with the Contractor. EOHHS shall be the final arbiter in disputes.

- 26.5.6** Contractor has the right to request an exclusion of certain metrics from the dashboard to EOHHS before publication.

**26.5.7** EOHHS reserves the right to delay or remove the requirements for this Section at any time.

**ATTACHMENT F-2**  
**EOHHS General Terms and Conditions**

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## **1 Introduction**

### **1.1 Purpose**

- 1.1.1** This Agreement sets forth the terms and conditions for the Contractor's participation in the Rhode Island Managed Care Program. Under the terms of this Agreement, the Contractor will provide transportation services through a brokerage model.

### **1.2 Inducements**

- 1.2.1** In making the award of this Agreement through this RFQ, EOHHS relied on Contractor's assurances and attestations of the following:
  - 1.2.1.1** Contractor licensed business entity by the Rhode Island Department of Business Regulation or will receive licensure or approval to conduct business in Rhode Island no later than sixty (60) Days after execution of this Agreement.
  - 1.2.1.2** Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to provide the services and deliverables described in the EOHHS Request for Qualifications (RFQ), the Contractor's Proposal, and this Agreement in an efficient, cost- effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
  - 1.2.1.3** Contractor has thoroughly reviewed, analyzed, and understood the RFQ, and has timely raised all questions or objections to the RFQ.
  - 1.2.1.4** Contractor is knowledgeable of the Rhode Island NEMT Program and its operating environment.
  - 1.2.1.5** Contractor had the opportunity to review and understand the State's stated objectives and needs in entering this Agreement and, based on such review and understanding, has the capability to perform in accordance with the Agreement terms.
  - 1.2.1.6** Contractor has reviewed and understands the risks associated with Rhode Island NEMT Program described in the RFQ, including the risk of non-appropriation of funds.

### **1.3 Construction of the Agreement**

- 1.3.1** Introductory articles in the Agreement are intended to be a general introduction and not to expand the scope of the Parties' obligations under the Agreement or to alter the plain meaning of the terms and conditions.
- 1.3.2** References in the Agreement to the "State" mean the State of Rhode Island unless otherwise specifically indicated and must be interpreted, as appropriate, to mean or include EOHHS and other agencies of the State of Rhode Island that may participate in the administration of the Rhode Island NEMT Program, provided, however, that no provision will be interpreted to include any entity other than EOHHS as the contracting agency.
- 1.3.3** Termination or expiration of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement that:
  - 1.3.3.1** The Parties have expressly agreed will survive termination or expiration, or
  - 1.3.3.2** Arose before the effective date of termination and remain to be performed, or by their nature would be intended to apply after termination or expiration.
- 1.3.4** Global drafting conventions:
  - 1.3.4.1** The terms "include," "includes," and "including" are terms of inclusion, and are deemed to be followed by the words "without limitation."
  - 1.3.4.2** Any references to "sections," "appendices," "exhibits," "attachments," or "addenda" are deemed to be references to sections, appendices, exhibits, attachments, or addenda to this Agreement.
  - 1.3.4.3** Any references to laws, rules, regulations, and manuals in this Agreement are deemed references to these documents as amended, modified, or supplemented from time to time during the Agreement term.
  - 1.3.4.4** All definitions in the Section 1 of Attachment F-1 are the state-developed or state-adopted definition for the terms therein. The Contractor must use the state-developed or state-approved definition in their execution of this Agreement.
- 1.4 Signatures and Authority**
  - 1.4.1.1** The Agreement will be signed and dated by all Parties.
  - 1.4.1.2** EOHHS is authorized to enter this Agreement under [R.I. Gen. Laws § 42-7.2-1](#) et. seq.



- 1.4.1.3** Contractor is authorized to enter this Agreement pursuant to the authorization of its governing board or controlling owner or officer.
- 1.4.1.4** The person or persons executing this Agreement on behalf of the Parties warrant and guarantee are duly authorized to execute this Agreement and to legally bind the Parties to its terms.

## **2 General Provisions**

### **2.1 Agreement Composition and Order of Precedence**

- 2.1.1** In addition to the documents identified in the General Conditions of Purchase, “Entire Agreement,” the EOHHS NEMT Manual is incorporated by reference into this Agreement. The EOHHS NEMT Manual is published on the agency’s website.
- 2.1.2** The terms of the General Conditions of Purchase and Addendum A through E apply to this Agreement, unless specifically identified as “not applicable” to the Agreement or modified in Addendum F, “EOHHS Special Requirements.”
- 2.1.3** In the event of a conflict or contradiction between the Agreement requirements included in GC Addendum F, “EOHHS Special Requirements,” Attachments F-1 through F-11, the NEMT Manual, the EOHHS RFQ, and the Contractor’s proposal, the documents will control in the following order of precedence:
  - 2.1.3.1** Attachments F-1 thorough F-11, and all amendments thereto.
  - 2.1.3.2** Attachment F-12, NEMT Manual and all amendments thereto.
  - 2.1.3.3** Attachment F-6, EOHHS RFQ.
  - 2.1.3.4** Attachment F-10 Contractor’s Proposal, unless the proposal includes services or performance levels that exceed the requirements in the other Agreement attachments. In such cases, the Contractor’s Proposal will take precedence.

### **2.2 Contract Language Interpretation**

- 2.2.1** The Contractor and EOHHS agree that in the event of a disagreement regarding, arising out of, or related to, Contract language interpretation, EOHHS’ interpretation of the Contract language in dispute shall control and govern.

### **2.3 Counterparts**

- 2.3.1** This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, and together will constitute one and the same instrument.

### **2.4 Subsequent Conditions**

- 2.4.1** The Contractor will comply with all requirements of this Agreement and the State will have no obligation to enroll any recipients into the Contractor’s comprehensive

health care plan until such requirements have been met.

## **2.5 Term of the Agreement**

**2.5.1** This Agreement will begin on the date of execution by both Parties (the “Effective Date”) and conclude on June 30, 2026 (the “Expiration Date”). The Parties may extend or renew the Agreement for up to four (4) additional twelve (12) month periods, through June 30, 2029.

**2.5.2** All reserved Agreement extensions beyond the Expiration Date will be subject to good faith negotiations between the Parties.

## **2.6 Federal Approval and Consideration**

**2.6.1** The Capitation Rates and all terms conditions of this Agreement, and all amendments thereto, are subject to final approval from CMS pursuant.

**2.6.2** The Contractor understands and agrees that EOHHS may submit the Agreement and all attachments thereto to CMS for review and approval. EOHHS will also submit all documents incorporated by reference as requested by CMS and needed to demonstrate compliance with federal regulations.

**2.6.3** The Agreement terms comply with all applicable federal authorities approved by CMS, including the State’s approved 1115 waiver agreement.

**2.6.4** If CMS does not approve the Agreement, they will be considered null and void.

## **2.7 Notices**

**2.7.1** Any notice, approval, or consent permitted or required under this Agreement must be in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth below, or such other address as either party may direct by notice given to the other as provided, and will be deemed to be given when received by the addressee.

**2.7.2** Notices will be addressed as follows:

**2.7.2.1** In case of notice to the Contractor: Chief Executive Officer

**2.7.2.2** In case of notice to EOHHS: EOHHS Contract Manager, 3 West Road, Virks Building, Cranston, RI 02920

**2.7.3** Either party may change its address for notification purposes by mailing a notice

stating the change and setting forth the new address.

## **2.8 Notification of Legal and Other Proceedings and Related Events**

- 2.8.1** The Contractor must notify the EOHHS Contract Manager of all proceedings, reports, documents, actions, and events related to the Rhode Island NEMT Program or proceedings of the Contracts that will impact the Rhode Island NEMT Program.

## **2.9 Publicity**

- 2.9.1** Any publicity relating to the Rhode Island NEMT Program or services provided herein, including notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor will identify the State of Rhode Island.
- 2.9.2** All such publicity must comply with EOHHS NEMT Manual and EOHHS Marketing Policies and Procedures required in this Agreement and receive prior written approval from EOHHS.

## **2.10 Assignment**

- 2.10.1** In accordance with Section 13.25(B) of the General Conditions of Purchase, "Assignment," Contractor will not sell, transfer, assign, or otherwise dispose of all or any portion of its rights under or interests in the Agreement without prior written consent of EOHHS. The Contractor's written request for assignment must be accompanied by written acceptance by the assignee. Except where otherwise agreed in writing by EOHHS, assignment will not release the Contractor from its obligations under the Agreement.
- 2.10.2** EOHHS may in one or more transactions assign, pledge, or transfer the Agreement to another State agency.
- 2.10.3** An assignee must assume all assigned interests in and responsibilities under the Agreement and any documents executed with respect to the Agreement.

## **2.11 Other Agreements**

- 2.11.1** Nothing contained in this Agreement will be construed to prevent the Contractor from operating other transportation brokerage services to persons other than those covered hereunder; provided, however, the Contractor will provide the EOHHS Contract Manager with a complete list of such plans and services, including rates, upon request.

- 2.11.2** EOHHS will not disclose any proprietary information received pursuant to this section except as required by law.

## **2.12 Award of Related Agreements**

- 2.12.1** The State may undertake other agreements for work related to this Agreement, including agreements with other management firms to assist in administration of this Agreement.
- 2.12.2** The Contractor will fully cooperate with other contractors as directed by the State and require all Subcontractors to comply with this requirement.

## **2.13 Renegotiation and Reprocurement Rights**

- 2.13.1** EOHHS may at any time notify the Contractor that it has elected to renegotiate certain terms of the Agreement. Upon the Contractor's receipt of such notice, the Contractor and EOHHS will enter good faith negotiations and may amend the Agreement in accordance with Article 3.4, "Amendments and Modifications."
- 2.13.2** Notwithstanding anything in the Agreement to the contrary, EOHHS may issue a request for proposals or qualifications at any time for all or part of the Scope of Work included in this Agreement, or for services or deliverables similar or comparable to those provided under this Agreement. If EOHHS elects to procure the Scope of Work or any portion thereof from another vendor, it will have the termination rights set forth in Article 9, "Termination of the Agreement."

## **2.14 RFQ or Agreement Errors or Omission**

- 2.14.1** The Contractor will not take advantage of any errors or omissions in the RFQ or the resulting Agreement and must promptly notify the EOHHS Contract Manager of any such errors or omissions discovered.

### **3 Governing Laws and Regulations**

#### **3.1 State Purchasing Laws**

- 3.1.1** The State's Purchasing Law ([Chapter 37-2](#) of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchase apply as the governing terms and conditions of this Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>.
- 3.1.2** In addition, the provisions of federal laws, regulations and procedures governing the implementation of federal funds apply to this Agreement.

#### **3.2 Nondiscrimination in Employment and Services**

- 3.2.1** In accordance with Attachment F-1, Section 3.1.13, "Employment Practices," and Attachment F-2, Section 3.3, "Compliance with Governing Requirements," the Contractor will comply with, and cause its Subcontractors to comply with, all applicable state and federal laws relating to fair employment practices.
- 3.2.2** As required by [42 C.F.R. § 438.100\(a\)\(2\)](#), the Contractor will also comply with any applicable federal and state laws pertaining to enrollee rights and ensure that its employees, Subcontractors, and Network Providers observe and protect those rights.
- 3.2.3** Failure to comply with this Section may be the basis for cancellation of this Agreement.

#### **3.3 Compliance with Governing Requirement**

- 3.3.1** In accordance with Section 13.24 of the General Conditions of Purchase, "Compliance with Law," the Contractor, its Subcontractors, and other Representatives must comply, to the satisfaction of EOHHS, with all provisions set forth in this Agreement, all provisions of state and federal laws, rules, regulations, codes, federal waivers, and policies, and any court orders that govern the performance of the Scope of Work (collectively "Governing Requirements") including all applicable provisions of the following:
  - 3.3.1.1** Titles XIX of the Social Security Act.
  - 3.3.1.2** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.).
  - 3.3.1.3** The Americans with Disabilities Act (ADA).

- 3.3.1.4** The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et. seq.).
- 3.3.1.5** The Rehabilitation Act of 1973 (Pub. L. 93-112).
- 3.3.1.6** Title IX of the Education Amendments of 1972 (regarding education programs and activities) (20 U.S.C. § 1681 et. seq.).
- 3.3.1.7** Section 1557 of the Patient Protection and Affordable Care Act (ACA) (42 U.S.C. § 18116).
- 3.3.1.8** 42 C.F.R. § 438.3(f)(1) and 438.100(d).
- 3.3.1.9** 42 C.F.R. Parts 417, 438, and 455.
- 3.3.1.10** 45 C.F.R. Part 92.
- 3.3.1.11** 48 C.F.R. Part 31.
- 3.3.1.12** 2 C.F.R. Part 200.
- 3.3.1.13** The Patient Protection and Affordable Care Act (“PPACA;” Pub. L. 111-148).
- 3.3.1.14** The Health Care and Education Reconciliation Act of 2010 (“HCERA;” Pub. L.
- 3.3.1.15** 111-152).
- 3.3.1.16** The Immigration and Nationality Act (8 U.S.C §§ 1101 et seq.) and all subsequent immigration laws and amendments.
- 3.3.1.17** R.I Gen. Laws § 27-18.9-8, regarding procedural requirements for external appeals.
- 3.3.2** The Parties acknowledge that Governing Requirements affecting the performance of this Agreement may be added, judicially interpreted, or amended by competent authority. Contractor acknowledges that the EOHHS Rhode Island NEMT Program will be subject to continuous change during the term of the Agreement and, except as provided in Article 4, “Amendments and Modifications,” Contractor will provide for adequate resources, at no additional charge to EOHHS, to reasonably accommodate such changes.
- 3.3.3** The Parties further acknowledge Contractor was selected, in part, because of its expertise, experience, and knowledge concerning the Governing Requirements. In keeping with EOHHS’ reliance on this knowledge and expertise, Contractor is responsible for identifying the impact of changes in Governing Requirements that affect the performance of the Scope of Work. Contractor must timely notify EOHHS

of such changes and must work with EOHHS to identify the impact of such changes.

- 3.3.4** Contractor is responsible for compliance with changes in Governing Requirements that occur during the Agreement term. If there are any conflicts between rules promulgated by CMS and this Agreement, the federal rules take precedence over the Agreement and the Contractor must comply with the federal rules unless CMS has waived applicability of the provision to Rhode Island Medicaid via a waiver.
- 3.3.5** Contractor is responsible for any fines, penalties, or disallowances imposed on the State or Contractor arising from noncompliance with the Governing Requirements by the Contractor or its Representatives.
- 3.3.6** Contractor is responsible for ensuring all Subcontractors and Representatives who provide Services under the Agreement is properly licensed, certified, and/or has proper permits to perform any activity related to the Services.
- 3.3.7** Contractor warrants that the Services and Deliverables will comply with all Governing Requirements. Contractor will indemnify EOHHS from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with Contractor's failure to comply with or violation of any such Governing Requirement.

### **3.4 Amendments and Modifications**

#### **3.4.1 Mutual Agreement**

- 3.4.1.1** The Parties may agree to amend this Agreement at any time.
- 3.4.1.2** Except as provided in Section 4.7, "Modification to the NEMT Manual," amendments must be in writing and signed by individuals authorized to bind the Parties.

#### **3.4.2 Changes in Law or Agreement**

- 3.4.2.1** If either Party's ability to fulfill its obligations under this Agreement is altered by changes in Governing Requirements, the Parties will enter into good faith negotiations to equitably adjust the terms and conditions of the Agreement.

#### **3.4.3 Additional Populations or Services**

- 3.4.3.1** EOHHS reserves the right to amend the Agreement to include new populations or related groups.

#### **3.4.4 Changes to Capitation Payments**



- 3.4.4.1** EOHHS and Contractor will use amendments to reduce or increase Capitation Payments.

### **3.4.5 Modification as a Remedy**

- 3.4.5.1** This Agreement may be modified under the terms of Article 9, “Performance Standards, Remedies and Disputes.”

## **3.5 Amendment Process**

- 3.5.1** If EOHHS seeks to amend the Agreement, it will provide a written notice to the Contractor identifying the proposed the modifications to the Scope or Work, pricing terms, or other terms and conditions.
- 3.5.2** If the Contractor objects to the proposed modifications, it must provide a written response within the timeframe specified in the notice, generally within ten (10) Business Days of receipt. Following receipt of the Contractor’s objections, the Parties will enter negotiations to arrive at a mutually agreeable amendment. If EOHHS determines the Parties will not be able to reach agreement, it will provide written notice to the Contractor of its intent terminate all or part the Agreement.
- 3.5.3** The Contractor agrees to provide a signed amendment no later thirty (30) Days after receiving the final amendment from EOHHS. EOHHS may impose contractual remedies, as described in Article 9, “Performance Standards, Remedies, and Disputes” if the Contractor fails to return a signed amendment within thirty (30) Days of receipt.
- 3.5.4** EOHHS reserves the right to provide written clarification for non-material changes to the Contract requirements whenever deemed necessary, at any point in the Contract period, to ensure the proper and efficient administration of the Rhode Island Medicaid Program. Such clarification shall be implemented by the Contractor and shall not require an amendment to the Contract.

## **3.6 Modifications to the NEMT Manual**

- 3.6.1** The NEMT Manual, and all modifications thereto made during the term of the Agreement, are incorporated by reference into this Agreement.
- 3.6.2** EOHHS will provide Contractor at least ten (10) Business Days advance written notice before implementing a material and substantive change to the Managed Care Manual. EOHHS will provide Contractor a reasonable amount of time to comment on such changes, generally at least five (5) Business Days. EOHHS is not required to provide advance written notice of changes that are not material substantive in

nature, such as corrections of clerical errors.

**3.6.3** The Parties will work in good faith to resolve disagreements concerning modifications to the Managed Care Manual. If the Parties are unable to resolve such issues, either Party may terminate the agreement in accordance with Article 9, “Performance Standards, Remedies, and Disputes.”

**3.6.4** Modifications to the Managed Care Manual will be effective on the date specified in EOHHS’ notice.

### **3.7 Required Compliance with Amendment or Modification Procedures**

**3.7.1** No different or additional services, work, or products will be authorized or performed except as authorized by this Article. Contractor will not be entitled to payment for any services, work or products that are not authorized by a properly executed amendment, or a modification to the NEMT Manual made in accordance with this Agreement.

### **3.8 Waiver**

**3.8.1** Except as provided below, no waiver of any term, covenant, or condition of this Agreement will be valid unless executed in compliance with this Article. Waiver of any breach of this Agreement will not be deemed a waiver of any prior or subsequent breach.

**3.8.2** The EOHHS Contract Manager is authorized to waive one or more of the tailored remedies in Article 9 for minor breaches of this Agreement. Such waiver must be in writing and signed by the EOHHS Contract Manager.

### **3.9 Division of Purchases Modification Procedure**

**3.9.1** All modifications to the Agreement are subject to [220-RICR-30-00-13.4\(C\)\(1\)\(c\).](#)

## **4 Terms and Conditions of Payment**

### **4.1 Capitation Payments for Medicaid Eligibles**

- 4.1.1** EOHHS will make Capitation Payments in the manner described herein.
- 4.1.2** The Capitation Payments made pursuant to this Agreement may only be made by EOHHS and retained by the Contractor for Medicaid-eligible Members. Adjustments to Capitation Payments due to Member reconciliations will be made in the month following their discovery.
- 4.1.3** All payments will be subject to the availability of funds.

### **4.2 Rate Setting Methodology for Medicaid Eligibles**

- 4.2.1** Attachment F-7, "Contractor's Capitation Payments and Budget," includes the rate setting methodology used to develop Capitation Rates.
- 4.2.2** EOHHS shall not provide rates that are actuarial sound under this Agreement.
- 4.2.3** EOHHS shall provide the contractor revised capitation rates for Medicaid Eligibles on a monthly basis.
- 4.2.4** EOHHS shall retain sole discretion or revise capitation rates at any point during an annual performance period, including, but not limited to the following circumstances that impact the materiality of the Medicaid NEMT capitation rates:
  - 4.2.5** Increases and decreases to program enrollment (i.e., material increase or decrease in enrollment due to a Public Health Emergency);
  - 4.2.6** Material changes in utilization patterns of members accessing services;
  - 4.2.7** Material changes in costs related to transportation related benefit expenses;
  - 4.2.8** Material changes in access to a particular transportation mode or transportation network;
  - 4.2.9** Changes in MLR Reporting;
  - 4.2.10** Changes due to statutory or budgeting authority of EOHHS;

- 4.2.11** An EOHHS directed payment that impacts or modifies EOHHS Rhode Island NEMT operating budget; or,
- 4.2.12** Any other federal or industry guidance that requires EOHHS to revise rates in accordance generally accepted actuarial standards and practices that EOHHS views is in the best interest to the State.

### **4.3 Payments to and from Contractor for Medicaid Eligibles**

- 4.3.1** The Contractor will receive a per member, per month (PMPM) Capitation Payment covering all Medicaid recipients described under this Agreement.
- 4.3.2** EOHHS will make Capitation Payments in the amount specified in Attachment F-4, “Capitation Rates and Fiscal Assurances” for the Rating Period covered therein. Reimbursement will be subject to all conditions specified in this Agreement.
- 4.3.3** Attachment F-4 describes the rate-setting process used to establish the Capitation Rates. EOHHS reserves the right to adjust rates during the Rate Period based on fiscal analysis. Adjustments will be made by written amendment to the Agreement, as specified in Article 4, “Amendments and Modifications” and per criteria established in Section 4.2.
- 4.3.4** The Capitation Rates and all amendments thereto are subject to CMS review.
- 4.3.5** EOHHS will make Capitation Payments monthly via electronic funds transfer in the following manner:
  - 4.3.5.1** For Medicaid eligibles, on or before the fifth (5<sup>th</sup>) Business Day of every month, the Contractor will receive Capitation Payments for individuals projected to be enrolled or assigned to the Contractor for the present month, as of a date on or about the 25th Day of the preceding month. These payments will reimburse the Contractor for services rendered to these individuals during the present month.
  - 4.3.5.2** Along with the amount identified in the above paragraph, adjustment will be made for Members for whom an enrollment or disenrollment transaction was made after the twenty-fifth (25<sup>th</sup>) Day of the next previous month but before the close of the month in question. The adjustment will be based on a daily rate equal to 1/30th of the month rate for each rate cell (rounded to 1/10th of a cent, e.g., \$3.873). A remittance advice will accompany all payments identifying every Member, their Medicaid ID number, the number of Days paid and total payment and/or adjustments.
  - 4.3.5.3** For Members whose enrollment lapses for any portion of a month in which a

Capitation Payment was made, due to loss of eligibility, death, or other circumstance, EOHHS will adjust its next monthly Capitation Payment to recoup the portion of the Capitation Payment to which it is due to a refund.

**4.3.5.4** For Members with a cost-sharing requirement to the Contractor, the amount of the Capitation Payment will be reduced by the portion of the premium or copayment that is the responsibility of the Member.

**4.3.6** The Contractor agrees to accept enrollment information and Capitation Payments in the manner described above and will have written policies and procedures for receiving and processing Capitation Payments.

#### **4.4 Contractor Payment for ETP and TANF Program**

**4.4.1** In addition to the capitated payment that will be received for all Medicaid recipients, the Contractor will be responsible for invoicing for the non-Medicaid transport programs; ETP and TANF Only.

**4.4.2** ETP is a monthly invoicing and the amount is shown in Attachment F-7, "Contractor's Capitation and Budget."

**4.4.3** TANF invoices shall be submitted to EOHHS on a quarterly cadence.

#### **4.5 Contractor Withhold Arrangements for Performance Standards**

**4.5.1** The Withholding Arrangement, under which a portion of a monthly capitation rate is withheld, either in full or in part from the Contractor by EOHHS will be imposed at a maximum of \$240,000.00 for eight (8) Performance Standards (\$30,000.00 for each measure) for the Contractor's failure to meet Performance Standards in Attachment F-5, "Contractor's Performance Standards."

**4.5.2** The withheld amount will be subtracted from the next month's capitation payment.

**4.5.3** The Contractor will submit, in the format mutually agreed upon, monthly reports identifying compliance with the Performance Standards.

**4.5.4** EOHHS shall be the sole arbiter to determine if the Contract has fully met the standards within the Performance Standard metrics.

**4.5.5** EOHHS reserves the right and at the sole discretion of EOHHS to increase or decrease the value of the Withhold Arrangement based on the allocated budget for the Rhode Island NEMT Program or changes in PMPM capitation rates that increase or decrease the total contract value or in the best interest of the State.

#### **4.6 Risk Sharing and Budget**

- 4.6.1** This Agreement does not include risk corridors, stop-loss limits, or other risk sharing mechanisms.
- 4.6.2** EOHHS shall not go over the allocated total annual budget specified within Attachment F-7, "Contractor's Capitation Payments and Budget."

#### **4.7 Payments to Subcontractors and Transportation Providers**

- 4.7.1** EOHHS will bear no liability (other than liability for making payments required by this Agreement) for paying the valid claims of Contractor's suppliers or Representatives, including subcontracts and TPs.
- 4.7.2** Contractor must comply with Agreement performance standards for TP payment in Section 8, "Transportation Provider Credentialing and Vehicle Requirements."

#### **4.8 Liability for Payment**

- 4.8.1** In accordance with [Section 1932\(b\)\(6\)](#) of the Social Security Act and [42 C.F.R. §§ 438.3, 438.106](#), and [438.230](#), the Contractor and its Representatives will not hold Members liable for:
  - 4.8.1.1** The Contractor's debts, in the event of the Contractor's insolvency.
  - 4.8.1.2** Transportation to covered services provided to the Member, for which the EOHHS does not pay the Contractor, or for which the EOHHS or the Contractor does not pay the TP that furnishes the services under a contractual arrangement.
  - 4.8.1.3** Transportation to covered services furnished under a contract, referral, or other arrangement to the extent that those payments are in excess of the amount that the Member would owe if the Contractor provided the services directly.
  - 4.8.1.4** Should any part of the scope of work under this Agreement relate to a State program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of program authority. EOHHS will adjust Capitation Rates to remove costs that are specific to any program or activity that is no longer authorized by law. If Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If EOHHS paid the Contractor in

advance to work on a no-longer-authorized program or activity and under the terms of this Agreement the work was to be performed after the date the legal authority ended, the payment for that work should be returned to EOHHS. However, if Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and EOHHS included the cost of performing that work in its payments to Contractor, Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

#### **4.9 Loss of Federal Financial Participation**

- 4.9.1** The Contractor agrees to be liable for any loss of FFP suffered by EOHHS due to the Contractor's, the TP's, or its subcontractors' actions or inactions, but not limited to, failure to perform the services as required under the Contract.
- 4.9.2** Payments provided for under the Contract shall be denied for new beneficiaries when, and for long as, payment for those beneficiaries is denied by CMS in accordance with the requirements of 42 C.F.R. 438.730. CMS may deny payment to the State for new beneficiaries if its determination is not timely contested by the Contract.

## **5 Assurances, Certifications, Guarantees, and Warranties**

### **5.1 Ability to Perform**

- 5.1.1** The Contractor warrants it has the financial resources to fund the capital expenditures required under the Agreement without advances by EOHHS or assignment of any payments by EOHHS to a financing source.

### **5.2 Proposal Certifications**

- 5.2.1** Contractor acknowledges its continuing obligation to comply with the requirements of its Proposal certifications and will immediately notify EOHHS of any changes in circumstances affecting the certifications.

### **5.3 Certification of Truthfulness**

- 5.3.1** The Contractor certifies the information provided in its Proposal and this Agreement is true, correct, and complete to the best of the Contractor's knowledge and belief. EOHHS may terminate the Agreement at any time in accordance with Article 10, "Termination of the Agreement," if an investigation discloses a material misrepresentation or falsification by the Contractor.

### **5.4 Certification of Legality**

- 5.4.1** The Contractor represents, to the best of its knowledge, that it has complied with and is complying with all Governing Requirements relating to its property and the conduct of operations; and, to the best of its knowledge, there are no existing or threatened violations of any Governing Requirements.

### **5.5 Certification of Licensure and Accreditation**

- 5.5.1** The Contractor has obtained and will maintain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Agreement and is in good standing with all regulatory agencies.
- 5.5.2** The Contractor certifies that it is licensed by the Rhode Island Department of Business Regulation ("DBR") as a business in good standing to operate in the State of Rhode Island.
- 5.5.3** The Contractor certifies it meets all state requirements for licensure and operation of the applicable entity described above under Rhode Island law and DBR regulations. If the Contractor loses State approval or qualification during the term of the Agreement, it will report such loss to EOHHS within one (1) Business Day.



Such loss may be grounds for termination of the Agreement.

- 5.5.4** The Contractor agrees to notify EOHHS within 30 Days of any complaint, investigation, disciplinary action, or other compliance review initiated or issued to the Contractor by a federal or state government agency or other regulatory body. The Contractor also agrees to forward to EOHHS a copy of any correspondence sent by the Contractor to the Rhode Island Department of Business Regulation that pertains to the Contractor's licensure or its contract status with any institution or provider group.
- 5.5.5** The Contractor agrees to provide EOHHS or its designees any information requested pertaining to its licensure, accreditation, and distinction including communications with DBR.
- 5.5.6** The Contractor must authorize any private independent accrediting entity to provide EOHHS with a copy of the Contractor's most recent accreditation review including the expiration date of the accreditation, accreditation status, survey type and level, as applicable, and any recommended actions or improvements, corrective action plans, and summaries of findings.

## **5.6 Conflict of Interest**

- 5.6.1** No official or employee of the State of Rhode Island or the federal government who exercises any functions or responsibilities in the review or approval of this Agreement will voluntarily acquire any personal interest, direct or indirect, in the Agreement or proposed Agreement. All State employees will be subject to the provisions of [Chapter 36-14](#) of the General Laws of Rhode Island.
- 5.6.2** The Contractor warrants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.
- 5.6.3** The Contractor will establish safeguards to prohibit employees, agents, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The Contractor will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this Agreement.

## **5.7 Organizational Conflict of Interest**

- 5.7.1** An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which a Contractor or a Subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:
- 5.7.1.1** Impairs or diminishes the Contractor's or Representative's ability to render impartial or objective assistance or advice to EOHHS; or
  - 5.7.1.2** Provides the Contractor or Representative an unfair competitive advantage in future EOHHS procurements (excluding the award of this Agreement).
- 5.7.2** Except as otherwise disclosed and approved by EOHHS before the Effective Date of the Agreement, the Contractor warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest affecting this Agreement. The Contractor affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with the procurement process except as allowed under relevant state and federal law.
- 5.7.3** If after the Effective Date the Contractor discovers or is made aware of an organizational conflict of interest, the Contractor will immediately and fully disclose such interest in writing to EOHHS. In addition, the Contractor must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery as a potential conflict. Disclosures must include a description of the actions the Contractor has taken or proposes to take to avoid or mitigate such conflicts. EOHHS reserves the right to make a final determination regarding the existence of conflicts of interest, and the Contractor agrees to abide by HHSC's decision.
- 5.7.4** If EOHHS determines an organizational conflict of interest exists, it may, at its discretion, terminate the Agreement pursuant to Article 10, "Termination of the Agreement."
- 5.7.5** The Contractor must include provisions in its Subcontracts that impose obligations on Subcontractors that are consistent with the obligations imposed on Contractor pursuant to this Section.

## **5.8 Anti-kickback Provision**

- 5.8.1** The Contractor certifies it will comply with the Anti-Kickback Act of 1986 ([41 U.S.C. §§ 51-58](#)) and [Federal Acquisition Regulation § 52.203-7](#), to the extent applicable.

## **5.9 Reporting of Political Contributions**

- 5.9.1** The Contractor will comply with [R.I. Gen. Laws § 17-25.10.1](#), regarding reporting campaign contributions and expenditures, and will provide EOHHS copies of any formfiled with the Secretary of State regarding political contributions.
- 5.9.2** The Contractor will update such forms as future political contributions subject to this reporting requirement are made. Failure to complete or update the form accurately, completely, and in conformance with its terms, or to file it with the Secretary of State within sixty (60) Days of receipt, will amount to a violation of the Agreement and may render the Contractor ineligible for further State contracts.

## **6 Intellectual Property**

### **6.1 Ownership of Intellectual Property**

- 6.1.1** All data, technical information, encounter data, information systems, materials gathered, originated, developed, prepared, modified, used, or obtained by the Contractor in performance of the Agreement, including, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation, and manuals, regardless of state of completion will be deemed to be owned and remain owned by the State ("State Property").
- 6.1.2** However, each Party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other Party.
- 6.1.3** All software that is licensed by a party from a third-party vendor will be and remain the property of such vendor.

### **6.2 Patent or Copyright Infringement**

- 6.2.1** The Contractor will represent that, to the best of its knowledge, none of the software to be used, developed, or provided pursuant to this Agreement violates or infringes upon any patent, copyright, or any other right of a third party.
- 6.2.2** If any claim or suit is brought against the State for the infringement of such patents or copyrights arising from the Contractor's use of any equipment, materials, computer software and products, or information prepared by or on behalf of the Contractor or developed in connection with the Contractor's performance of this Agreement, then the Contractor will, at its expense, defend such claim or suit. The Contractor will satisfy any final award for such infringement, through a judgment involving such a claim, suit or by settlement, with the Contractor's right of approval.

## **7 Liability**

### **7.1 Property Damage**

- 7.1.1** In addition to the obligations set forth in Section 13.22 of the General Conditions of Purchase, "Vendor Obligations," Contractor will protect EOHHS' real and personal property from damage arising from the Contractor's, its Subcontractors', employees', consultants', and agents' (collectively "Representatives") performance of the Scope of Work.
- 7.1.2** The Contractor will be responsible for any loss, destruction, or damage to EOHHS' property that results from or is caused by Contractor's or its Representatives' negligent or wrongful acts or omissions.
- 7.1.3** Upon the loss of, destruction of, or damage to any EOHHS property, the Contractor will notify the EOHHS Contract Manager thereof and, subject to direction from the EOHHS Contract Manager or her or his designee, will take all reasonable steps to protect that property from further damage.
- 7.1.4** The Contractor agrees to observe and encourage its Representatives to observe safety measures and proper operating procedures at EOHHS sites at all times.
- 7.1.5** The Contractor will distribute a policy statement to all Representatives that directs them promptly report to EOHHS or to Contractor any special defect or unsafe condition encountered while on EOHHS premises. Contractor will promptly report to EOHHS any special defect or an unsafe condition it encounters or otherwise learns about.

### **7.2 Limitation of EOHHS' Liability**

- 7.2.1** EOHHS will not be liable for any incidental, indirect, special, or consequential, exemplary, or punitive damages under contract, tort (including negligence), or other legal theory. This will apply regardless of the cause of action and even if EOHHS has been advised of the possibility of such damages.
- 7.2.2** EOHHS' liability to the Contractor under this Contract will not exceed the total amount to be paid by EOHHS to the Contractor under the Agreement, including amendment or change order costs agreed to by the parties or otherwise adjudicated.
- 7.2.3** The Contractor's remedies are governed by the provisions in Article 8, "Performance, Remedies, and Disputes."

### **7.3 Actual Damages**

- 7.3.1** The Contractor may be liable for actual damages, liabilities, costs, and expenses of every type or description that may be incurred by the State to the extent caused by the Contractor's violation of the Contract, but not limited to:
- 7.3.1.1** All amounts for which the State may be liable in an action or claims for damages, whether through a settlement or through a judgement of a court of competent jurisdiction.
  - 7.3.1.2** All fines, monetary penalties, or disallowances whether civil or criminal, imposed by HHS or by any other federal or state government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency.
  - 7.3.1.3** All costs and expenses, legal and otherwise, incurred in connect with 7.2.4.1.1. or 7.2.4.1.2. above, including, but not limited to, attorney fees.
  - 7.3.1.4** All costs and expenses that the State may be required to incur in order to procure another contractor to complete any work that the Contractor performed in a non-compliant manner or failed to complete successfully in accordance with the terms of the Contract. For purposes of the preceding sentence, "costs and expenses that the State may be required to incur" means that:
    - 7.3.1.4.1** The final amount as determined by mutual written agreement of the parties following a negotiation of such costs and expenses, or, in the event that the parties are not able to reach such agreement;
    - 7.3.1.4.2** The finally judicially awarded amount, if any, by which the reasonable fees that the State is required to pay, and actually pays, to an alternative service provider to perform the terminated Services (or any portion(s) of such terminated services) not performed by the Contractor as of the effective date of termination of such services exceeds the fees that the State would otherwise have paid to the Contractor pursuant to the Contract to perform such services.

### **7.4 Verification of Insurance Coverage**

- 7.4.1** Contractor shall furnish to EOHHS with certificates of insurance reflecting proof of required coverage.
- 7.4.2** The certificates of insurance for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates of

insurance are to be received and approved by EOHHS before work commences and upon any renewal of the Contract or insurance policy renewal thereafter.

- 7.4.3** In addition to the certificates of insurance, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. EOHHS reserves the right to request complete certified copies of all required policies at any time.
- 7.4.4** Upon failure of the Contractor to furnish, deliver, and maintain required insurance, this Contract, at the election of EOHHS, may be terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

## **8 Performance Standards, Remedies, and Disputes**

### **8.1 Understanding and Expectations**

- 8.1.1** The remedies described in this Section are directed to Contractor's timely and responsive performance of the Agreement's requirements, and the creation of a flexible and responsive relationship between the Parties.
- 8.1.2** The Contractor is expected to meet or exceed all performance requirements. EOHHS may conduct performance reviews at any time, and impose the remedies described in this Section if the Contractor's does not meet performance standards or other contractual requirements.

### **8.2 Corrective Action Plans**

- 8.2.1** EOHHS may develop a Corrective Action Plan (CAP) to address a material breach of this Agreement. The Contractor will accept and implement such CAP within the timeframes specified by EOHHS in the written notice of the CAP.
- 8.2.2** Alternatively, EOHHS may require the Contractor to develop a Corrective Action Plan (CAP) for a material breach of this Agreement.
- 8.2.3** Following notification of the original violation giving rise to the CAP, the Contractor will immediately cease the noncompliant behavior and take actions to mitigate the harm caused by the violation.
  - 8.2.3.1** A CAP developed by the Contractor will, at a minimum, identify the following:
    - 8.2.3.2** The finding resulting in a request for corrective action by EOHHS.
    - 8.2.3.3** A description of how the Contractor will remediate the finding.
    - 8.2.3.4** The timeline for implementing and completing the corrective action(s).
    - 8.2.3.5** The names of the person responsible for leading all corrective action activities.
- 8.2.4** EOHHS may require the vendor to use an approved CAP template when completing CAP and providing requested documentation.
- 8.2.5** The Contractor must submit the CAP no later than fifteen (15) Days after the date of EOHHS' written notice requesting a CAP. EOHHS may shorten or extend this deadline depending on the nature of the violation.
- 8.2.6** The Contractor's CAP must be approved by the EOHHS Contract Manager.



- 8.2.7** The EOHHS Contract Manager can accept the plan as submitted, accept the plan with specified modifications, or reject it.
- 8.2.8** If the EOHHS Contract Manager requests modifications or rejects the CAP, the Contractor must revise or submit a new CAP within ten (10) Days, or another time specified in EOHHS' written notice. The revised or new CAP must address all identified issues in the EOHHS notice.
- 8.2.9** The Contractor must complete all corrective actions contained in the CAP within the time period determined and approved by the EOHHS Managed Care Director.
- 8.2.10** The Contractor will provide updates to EOHHS on the remediation of all findings resulting in a request for corrective action at the interval requested by EOHHS.
- 8.2.11** EOHHS' acceptance of a CAP will not excuse the Contractor's prior substandard performance, relieve the Contractor of its duty to comply with performance standards or requirements, or prohibit EOHHS from imposing other tailored remedies as it deems appropriate.
- 8.2.12** EOHHS shall be the sole authority to determine if a CAP has been closed and remediation plans meets EOHHS' specifications.

### **8.3 Tailored Remedies**

- 8.3.1** EOHHS may pursue one (1) or more of the following tailored remedies for each instance of noncompliance and will determine remedies on a case-by-case basis.
- 8.3.2** EOHHS' pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy EOHHS may have in law or equity.
- 8.3.3** EOHHS will notify the Contractor of breaches that, in EOHHS' determination, do not result in a material deficiency. No later than five (5) Business Days after receipt of such notice, the Contractor must provide the EOHHS Contract Manager a written response explaining the reasons for the deficiency, the Contractor's plan to cure the deficiency, and the date by which the deficiency will be cured. EOHHS may regard a repeated commission of or failure to cure of a non-material deficiency as a material breach and pursue additional remedies as described herein.
- 8.3.4** In addition to CAPs described in Section 8.11, "Corrective Action Plans," EOHHS may impose one or more of the following remedies for a material breach of this Agreement:
  - 8.3.4.1** Conduct accelerated monitoring of the Contractor, including more frequent or extensive monitoring.

- 8.3.4.2** Require additional reporting.
- 8.3.4.3** Decline to renew or extend the Agreement.
- 8.3.4.4** Impose intermediate sanctions in accordance with Section 9.4.
- 8.3.4.5** Suspend new enrollment of Members in accordance with Section 9.4.1.4.
- 8.3.4.6** Require forfeiture of all or part of the Contractor's performance bond.
- 8.3.4.7** Terminate the Agreement in accordance with Article 10, "Termination of the Agreement."
- 8.3.5** Except for accelerated monitoring and additional reporting, EOHHS will provide the Contractor written notice thirty (30) Days prior to imposing one or more of the tailored remedies described in this Section. The notice will include the basis for the remedy and any available appeal rights.

#### **8.4 Intermediate Sanctions**

- 8.4.1** EOHHS impose intermediate sanctions on the Contractor based on findings from onsite surveys, recipient or other complaints, financial status, or any other source.
- 8.4.2** In accordance with [42 C.F.R. §§ 438.700](#) and [438.702](#), EOHHS may impose the following types of intermediate sanctions for violations of this Agreement, including violations of [Sections 1903\(m\)](#), [1932](#), [1905\(t\)](#) of the Social Security Act or [42 C.F.R. Part 438](#):
  - 8.4.2.1** Civil monetary penalties as described in Attachment F-6, "Liquidated Damages Matrix" or otherwise specified in this Agreement.
  - 8.4.2.2** Appoint mandatory temporary management under the circumstances described in [42 C.F.R. § 438.706](#).
  - 8.4.2.3** Suspend payment for Members enrolled after the effective date of the sanction and until CMS or EOHHS is satisfied that the reason for the sanction no longer exists and is not likely to recur.
- 8.4.3** EOHHS retains the authority to impose additional sanctions under State statutes or regulations that address areas of noncompliance specified in [42 C.F.R. § 438.700](#), and any additional areas of noncompliance.

#### **8.5 Notice to External Agencies**

- 8.5.1** EOHHS will provide written notice to CMS in accordance with [42 C.F.R. § 438.724](#) no later than thirty (30) Days after EOHHS imposes or lifts an intermediate sanction for any violation described in [42 C.F.R. § 438.700](#).
- 8.5.2** EOHHS will provide notice as required by law to any other state or federal agency for violations of the terms, conditions, or requirements of this Agreement or for any other violation of applicable laws or regulations by the Contractor.

## **8.6 Civil Monetary Penalties**

- 8.6.1** EOHHS may impose civil monetary penalties for the following activities, subject to the limits described below:
  - 8.6.1.1** Charging premiums or charges exceeding those permitted in the Rhode Island Medicaid program. (Should Rhode Island Medicaid implement cost sharing requirements, EOHHS may impose up to \$25,000 or double the amount of the excess charge, whichever is greater.)
  - 8.6.1.2** Discriminating among Members based on their health status or need for health services (Up to \$15,000 per individual not enrolled due to a discriminatory act, subject to a maximum of \$100,000 for each determination of discrimination).
  - 8.6.1.3** Misrepresenting or falsifying information furnished to a Member, potential member, healthcare provider, EOHHS or other state agency or designee (up to \$25,000 per instance).
  - 8.6.1.4** Distributing Marketing Materials not approved by EOHHS or that contain false or misleading information, either directly or indirectly through a Representative (Up to \$25,000 per distribution).

## **8.7 Publication of Remedial Actions, Intermediate Sanctions, and Liquidated Damages**

- 8.7.1** EOHHS will publish on its website on a quarterly basis a list of Contractors that were subject to remedial actions, intermediate sanctions, or liquidated damages during the prior quarter, the type of actions imposed on the Contractor, and the basis for the action taken by EOHHS.
- 8.7.2** EOHHS will not publish, as final, any actions that are under dispute with the Contractor or any remedial actions, intermediate sanctions, or liquidated damages that have been waived or lifted by EOHHS.

## **8.8 Damages**

- 8.8.1** EOHHS will be entitled to actual and consequential damages resulting from the Contractor's failure to comply with any of the terms of the Agreement.
- 8.8.2** In some cases, the actual damage to EOHHS or State of Rhode Island due to Contractor's failure to comply with the performance standards is difficult or impossible to determine with precise accuracy. In such cases, EOHHS will assess liquidated damages in accordance with Attachment F-5, "Liquidated Damages Matrix."
- 8.8.3** EOHHS, in its sole discretion, may waive, modify, or lift the imposition of any action taken against a Contractor, for good cause as determined by EOHHS, which includes the right of EOHHS to suspend the imposition of a remedial action, liquidated damages, or an intermediate sanction while the Contractor works to resolve and correct the underlying issue that resulted in the action taken by EOHHS.

## **8.9 Deduction from Payment**

- 8.9.1** EOHHS may deduct civil monetary penalties, damages (actual, consequential, or liquidated), or other amounts owed to EOHHS from any amount payable to the Contractor pursuant to this Agreement.
- 8.9.2** The EOHHS Contract Manager or his or her designee will provide advance written notice to the Contractor before EOHHS deducts such sums from amounts payable to the Contractor.

## **8.10 Payments Denied by CMS**

- 8.10.1** EOHHS may recommend that CMS impose a denial of payment for new Members pursuant to [42 C.F.R. § 438.730](#). If the EOHHS' determination becomes CMS' determination, EOHHS will:
  - 8.10.1.1** Provide the Contractor with written notice of the basis of the proposed sanction.
  - 8.10.1.2** Allow the Contractor fifteen (15) Days from the date it received the notice to provide evidence contesting the basis for the sanction.
  - 8.10.1.3** Conduct a reconsideration, if requested by the Contractor.
  - 8.10.1.4** Provide the Contractor a written decision setting forth the basis for the reconsideration decision.
- 8.10.2** If the Contractor does not seek reconsideration, the denial of payment will be effective fifteen (15) Days after the date the Contractor is notified.

## **8.11 Enforcement Cost**

- 8.11.1** In the event of any litigation, appeal, or other legal action to enforce any provision of the Contract, the Contractor agrees to pay all reasonable expenses of such action if EOHHS is the prevailing Party.

## **8.12 Disputes**

- 8.12.1** Prior to the institution of arbitration or litigation concerning any dispute arising under this Agreement, the Chief Purchasing Officer of the State of Rhode Island is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the dispute by or against or in controversy with, a Contractor relating to a contract entered into by the Department of Administration on behalf of the State or any State agency, including a claim or controversy based on contract, mistake, misrepresentation, or other cause for contract modification or rescission, but excluding any claim or controversy involving penalties or forfeitures prescribed by statute or regulation where an official other than the Chief Purchasing Officer is specifically authorized to settle or determine such controversy.
- 8.12.2** A “contract dispute” will mean a circumstance whereby a Contractor and EOHHS are unable to arrive at a mutual interpretation of the requirements, limitations, or compensation for the performance of the Agreement.
- 8.12.3** The Chief Purchasing Officer will be authorized to resolve contract disputes between the Contractor and EOHHS upon the submission of a request in writing from either party, which request will provide:
  - 8.12.3.1** A description of the problem, including all appropriate citations and references from the contract in question.
  - 8.12.3.2** A clear statement by the party requesting the decision of the Chief Purchasing Officer’s interpretation of the contract.
  - 8.12.3.3** A proposed course of action to resolve the dispute.
- 8.12.4** The Chief Purchasing Officer will determine whether:
  - 8.12.4.1** The interpretation provided is appropriate.
  - 8.12.4.2** The proposed solution is feasible.
  - 8.12.4.3** Another solution may be negotiable.

- 8.12.5** If a dispute or controversy is not resolved by mutual agreement, the Chief Purchasing Officer or their designee will promptly issue a decision in writing after receipt of a request for dispute resolution. A copy of the decision will be mailed or otherwise furnished to the Contractor. If the Chief Purchasing Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as might be established by the parties to the contract in writing, then the Contractor may proceed as if an adverse decision had been received.
- 8.12.6** Following an adverse decision, the Contractor may proceed to Superior Court and commence litigation against the State in accordance with Section 13.31 of the General Conditions of Purchase, "Governing Law, Forum." If damages awarded on any contract claim under this section exceed the original amount of the Agreement, such excess will be limited to an amount equal to the amount of the original Agreement. No person, firm, or corporation will be permitted more than one money recovery upon a claim for the enforcement of or for breach of contract with the State.
- 8.12.7** In no event will the terms of this section apply to disputes between providers and the Contractor, nor will the State be entitled to arbitrate such disputes.
- 8.12.8** Any fraudulent activity may result in criminal prosecution.

## **9 Termination of the Agreement**

### **9.1 Introduction**

- 9.1.1** As set forth in Attachment F-1 of the General Conditions of Purchase, EOHHS may terminate the Contract, in whole or in part, without cause at any time when, in its sole discretion, EOHHS determines such action is in the best interests of the State of Rhode Island.
- 9.1.2** EOHHS will provide reasonable advance written notice of the termination, as it deems appropriate under the circumstances.
- 9.1.3** The termination will be effective on the date specified in the notice of termination.

### **9.2 Termination by Mutual Agreement**

- 9.2.1** The Contract may be terminated by mutual written agreement of the Parties.

### **9.3 Termination by EOHHS for Cause**

- 9.3.1** EOHHS may terminate the Contract, in whole or in part, upon the following conditions and subject to the pre-termination process described in Section 9.4:
  - 9.3.1.1** EOHHS may terminate the Agreement if the Contractor makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due; or consents to the appointment of a receiver, trustee, or liquidator of the Contractor's business or any part of its property.
  - 9.3.1.2** EOHHS may terminate the Agreement if a court of competent jurisdiction finds the Contractor failed to adhere to any Governing Requirements of any public authority having jurisdiction, and EOHHS determines such violation prevents or substantially impairs the Contractor's performance of its duties under the Agreement.
  - 9.3.1.3** EOHHS may terminate the Agreement if the Contractor breaches confidentiality laws with respect to this Agreement.
  - 9.3.1.4** EOHHS may terminate the Agreement if, after providing notice and an opportunity to correct, it determines the Contractor failed to supply personnel or resources and such failure results in the Contractor's inability to fulfill its duties under the Agreement.
  - 9.3.1.5** EOHHS may terminate the Contract if a judicial or quasi-judicial authority determines the Contractor, its employees, agents, or representatives violated

Rhode Island laws or regulations governing gifts to officers or employees of EOHHS or the State (see R. I. Gen. Laws §§ 36-14-5, 36-14.1-2, and Rhode Island Ethics Commission Regulation 36- 14-5009).

- 9.3.1.6** If funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way, EOHHS may terminate this Agreement with at least thirty (30) Days prior written notice.
- 9.3.1.7** EOHHS may terminate the Contract if a court or governmental body issues a judgement for the payment of money in excess of \$500,000 that is not covered by insurance, and the Contractor does not: discharge the judgment, procure a stay of execution from the judgement within thirty (30) Days of entry, or perfect an appeal and cause a stay of execution of the judgment during the appeal, providing the financial reserves required by generally accepted accounting principles. Furthermore, if a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and it is not released or bonded within thirty (30) Days after its entry, EOHHS may terminate the Agreement.
- 9.3.1.8** EOHHS may terminate the Agreement if it determines, at its sole discretion, that the Contractor has committed a material breach by failing to carry out or abide by substantive terms of this Agreement.
- 9.3.1.9** EOHHS may terminate the Agreement or require replacement of a Subcontractor if the Contractor or Subcontractor is convicted of a criminal offense in a state or federal court:
  - 9.3.1.9.1** Related to the delivery of an item or service;
  - 9.3.1.9.2** Related to neglect or abuse of Members in connection with the delivery of an item or service;
  - 9.3.1.9.3** Consisting of a felony related to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct, or
  - 9.3.1.9.4** Resulting in a penalty or fine in the amount of \$500,000 or more in a state or federal administrative proceeding.
- 9.3.1.10** EOHHS may terminate the Agreement if the Contractor violates Attachment F-1, Section 3.1.14, "Employment of State Personnel."
- 9.3.1.11** EOHHS may terminate the Agreement if an audit or investigation discloses any material misrepresentation or falsification by the Contractor.



## **9.4 Pre-Termination Process**

- 9.4.1** The following process will apply when EOHHS terminates the Agreement for any reason set forth in Section 9.3, “Termination by EOHHS for Cause,” other than for unavailability of funds.
- 9.4.2** In accordance with [42 C.F.R. § 438.710](#), before terminating the Agreement, EOHHS will provide the Contractor with a pre-termination hearing. EOHHS will provide the Contractor at least thirty (30) Days advance written notice of its intent to terminate. The pre- termination notice will include the following information:
  - 9.4.2.1** The reason for the termination;
  - 9.4.2.2** The proposed effective date of the termination; and
  - 9.4.2.3** The time and place of the pre-termination hearing.
- 9.4.3** During the pre-termination hearing, the Contractor may present written information explaining why EOHHS should not terminate the Agreement.
- 9.4.4** After the pre-termination hearing, the State Medicaid Director will provide the Contractor with a written notice of EOHHS’ final decision affirming or reversing the proposed Agreement termination and the effective date of termination, if applicable.
- 9.4.5** EOHHS’ final decision to terminate the Agreement is binding and not subject to review. If the decision to terminate is affirmed, EOHHS will notify Members of the termination in accordance with Section 10.10, “Notification to Members.”

## **9.5 Termination by Contractor**

- 9.5.1** Contractor may terminate the Agreement upon the following conditions, subject to the notice requirements described in Section 9.6, “Contractor’s Notice of Intent to Terminate.”
  - 9.5.1.1** Contractor may terminate the Agreement if EOHHS fails to pay undisputed charges when due under the Agreement. It is not cause for termination if EOHHS retains premiums, recoupments, sanctions, or penalties that are allowed under the Agreement and result from the Contractor’s breach, failure to perform, or default. Termination does not release EOHHS from the obligation to pay undisputed charges for services provided before the termination date. If EOHHS pays all undisputed amounts within thirty (30) Days after receiving the Contractor’s notice of intent to terminate, the Contractor cannot proceed with termination under this Article.

**9.5.1.2** Except as provided below, regarding changes to the NEMT Manual, the Contractor may terminate the Contract if EOHHS proposes an amendment or extension to this Agreement that is unacceptable to the Contractor, including a modification of the Capitation Rates.

**9.5.1.3** If EOHHS proposes a substantive change to the NEMT Manual that materially impacts the Contractor's financial obligations or ability to fulfill its obligations under the Agreement, the Contractor may terminate the Agreement.

## **9.6 Contractor's Notice of Intent to Terminate**

**9.6.1** If the Contractor intends to terminate the Agreement pursuant to this Article or allow the Agreement to expire, it must give EOHHS advance written notice at least one (1) year prior to the proposed termination or expiration. The termination date will be calculated as the last Day of the month following the one-year notice period.

**9.6.2** The Parties can negotiate an earlier termination date by mutual written agreement.

## **9.7 Extension of Termination Date**

**9.7.1** The Parties may extend the effective date of termination one or more times by mutual written agreement.

## **9.8 Procedures on Termination**

**9.8.1** Upon expiration of this Agreement or receipt of a Notice of Termination, the Contractor will:

**9.8.1.1** Stop work under this Agreement on the expiration date or the date specified in the Notice of Termination.

**9.8.1.2** With the approval of the State, settle all outstanding liabilities and claims arising out of orders and subcontracts.

**9.8.1.3** If applicable, complete work as has not been terminated by any Notice of Termination.

**9.8.1.4** Provide all reasonably necessary assistance to EOHHS in transitioning Members to a new Contractor. Such assistance will include, but not be limited to, the forwarding of records; facilitating and scheduling transportation services for care and services. The transition of all data will be delivered at no cost and in a format determined by EOHHS.

**9.8.1.5** Provide monthly reports with the following information until the earlier of six (6) months from the termination or expiration or instructed otherwise. Reports are due on the fifteenth (15<sup>th</sup>) working Day of each month for the prior month:

**9.8.1.5.1** Claims aging reports identifying providers/creditors and IBNR amounts;

**9.8.1.5.2** A summary of cash disbursements; and

**9.8.1.5.3** Copies of all bank statements received by the Contractor in the preceding month.

## **9.9 Refunds of Advance Payment**

**9.9.1** The Contractor will return within thirty (30) Days of receipt any funds advanced for coverage of members for periods after the date of termination or expiration.

## **9.10 Liability for Claims**

**9.10.1** The Contractor will be liable for all claims incurred up to the date of termination or expiration of the Agreement.

## **9.11 Notification of Members**

**9.11.1** Prior to expiration or termination of this Agreement, EOHHS will notify all impacted Members of:

**9.11.1.1** The date of termination.

**9.11.1.2** The process by which Members will continue to receive Covered Services.

## **9.12 Responsibilities upon Termination and/or Default of Agreement**

**9.12.1** Upon termination or default in accordance with [220-RICR-30-00-13.20](#) and the delivery to the Contractor of the final decision to terminate in accordance with Section 9.4, "Pre-termination Process," the Contractor will:

**9.12.2** Stop work under this Agreement on the date and to the extent specified in the notice of termination.

**9.12.3** Take such action as may be necessary, or as the EOHHS Contract Manager may reasonably direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the State has or may acquire an interest.

- 9.12.4** Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
- 9.12.5** Subject to the provisions of this paragraph, assign to the State all of the rights, title, and interest of the Contractor under the orders so terminated, in which case EOHHS shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.
- 9.12.6** With the approval or ratification of the State, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement. Final approval by EOHHS shall not be unreasonably withheld.
- 9.12.7** Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.
- 9.12.8** If instructed, complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
- 9.12.9** Upon termination, Contractor agrees to an orderly transition in accordance with [220-RICR-30-00-13.30](#) and Addendum F-1, Scope of Work, Addendum F-1, Section 24, "Turnover Phase Requirements."

### **9.13 Contractor Responsibility for Termination Costs**

- 9.13.1** If EOHHS terminates the Agreement for any reason set forth in Section 9.3, "Termination by EOHHS for Cause," other than for unavailability of funds, the Contractor will be responsible to EOHHS for all reasonable costs incurred by EOHHS and the State of Rhode Island to replace the Contractor.
- 9.13.2** These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation reasonably attributable to Contractor's breach or failure to perform any service in accordance with the terms of the Contract.

**ATTACHMENT F-3**

**Covered and Non-Covered Services for the RI NEMT Program**

### Rhode Island EOHHS NEMT Covered & Non-Covered Services

	Covered	Not covered
1. AA or self-help groups		X
2. Abortion (elective)	X	
3. Abortion (medically necessary)	X	
4. Acupuncture	X	
5. Adult Day Healthcare	X	
6. Alcohol abuse evaluation to enter a treatment program	X	
7. Alcohol rehabilitation program	X	
8. Allergy	X	
9. Aquatic therapy (one on one with physical therapist at PT office)	X	
10. Audiology and hearing aids	X	
11. Botox Injections (non-cosmetic) - administered by a physician	X	
12. Cardiac Rehabilitation	X	
13. Case Management (transporting a member to his/her case manager)	X	
14. Chemotherapy/Radiation	X	
15. Chiropractor services (non-Medicare)	X	
16. Clinical psychologist services	X	
17. Contact lenses, eye exams, eye glass fittings	X	
18. Counseling Provided by a Social Worker (independent, not associated with a clinic)	X	
19. Cosmetic surgery (elective)		X
20. Dental services	X	

	Covered	Not covered
21. Dermatology	X	
22. Diabetic education and transport to pick up supplies	X	
23. Diabetic Nutritional Counseling	X	
24. Diagnosis, screening, preventive and rehabilitative services	X	
25. Dialysis	X	
26. Durable medical equipment (fittings, supply pick-up)	X	
27. Durable medical equipment: Wheelchair Repair	X	
28. Emergency Room Trips When Urgent Care is Needed	X	
29. Emergency Room Discharge (see also Hospital Discharge below)		X
30. Emergency Room Trips To Get A Drug Prescription		X
31. Early Periodic Screening, Diagnosis & Treatment for members under age 21	X	
32. Examination for Social Security Eligibility Determination		X
33. Exercise Gyms (even when ordered by a physician)		X
34. Experimental procedures/drugs		X
35. Fair Hearing: transport to		X
36. Family planning services	X	
37. Federally qualified health center services	X	
38. Follow-up Appointments	X	
39. Follow-up to surgery (including foot care, wound dressing)	X	
40. Free-standing clinic services	X	
41. Gender Reassignment Surgery	X	
42. Group therapy (with RI-licensed therapist)	X	
43. Hearing: Family Court, Drug Court, etc.		X

	Covered	Not covered
44. Home healthcare (HHC): transporting HHC workers to a member's home		X
45. Horseback riding therapy	X	
46. Hospital admission	X	
47. Hospital discharge (see also Emergency Room Discharge above)		X
48. Hospital inpatient transportation (hospital-to-hospital DRG)		X
49. Hospice (to hospice usually covered, otherwise not covered)	X	
50. Inpatient and outpatient hospital services	X	
51. Inpatient psychiatric facility services for individuals under age 21 or over age 65	X	
52. To or from medical only, not day program or employment	X	
53. Laboratory and X-ray services	X	
54. Lamaze/birthing technique classes	X	
55. Mammogram	X	
56. Massage Therapy	X	
57. Medical and surgical dental services	X	
58. Midwife services	X	
59. Music therapy	X	
60. Nurse midwife	X	
61. Nurse practitioner	X	
62. Nursing facility services	X	
63. Nursing home to nursing home (medically necessary)	X	
64. Nursing home discharge to home	X	
65. Nutritional counseling	X	



	Covered	Not covered
66. OB/GYN Services	X	
67. Occupational therapy	X	
68. Ophthalmology	X	
69. Optometrist services and eyeglasses	X	
70. Orthodontia (under age 18)	X	
71. Orthopedics	X	
72. Outpatient/ambulatory surgery	X	
73. Paternity testing		X
74. Pharmacy: as part of transport to and from the doctor	X	
75. Pharmacy: standalone trip to and from the pharmacy	X	
76. Physical, speech and occupational therapies	X	
77. Physician services	X	
78. Pick up X-Rays/test results (no examination)		X
79. Podiatry (Qualified Medicare Enrollee or under age 18)	X	
80. Prosthetic devices and orthotic appliances	X	
81. Psychiatrist/Psychologist	X	
82. Psychology	X	
83. Research Programs		X
84. Rural health clinic services	X	
85. Club House / a treatment modality for psych patients	X	
86. Medicaid funded support groups	X	
87. Service animal training course		X
88. Sheltered workshop		X

	Covered	Not covered
89. Smoking cessation	X	
90. Speech therapy	X	
91. SSI Determination Hearing (see Examination for SSI Determination above)		X
92. Summer camp programs		X
93. Transplant Services	X	
94. Transport belongings from hospital to member at another location	X	
95. Transportation to the Emergency Room via 911 Ambulance		X
96. Transportation to the Grocery Store: standalone transport to and from		X
97. Transportation to the Grocery store after trip to and from doctor "to pick up a few things"		X
98. Visitation - parent visiting child who is hospitalized	X	
99. Treatment at Veteran's Affairs (VA) Hospital/Clinic	X	
100. WIC Appointments		X
101. Workman's Compensation: transport to a hearing		X
102. X-Ray, MRI, EKG, EEG, etc.	X	

**ATTACHMENT F-4**

**Rhode Island Border Communities**

## Rhode Island Border Communities

In accordance with [210 R.I. Code R. § 210-RICR-20-00-2.20 - Border Communities](#), Border Communities include cities and town that border Rhode Island and are considered for the purpose of the Rhode Island Medical Assistance Program, in-state providers. Out-of-state service restrictions and prior authorization requirements are not imposed on providers in the following communities:

Connecticut	Massachusetts
Danielson	Attleboro
Groton	Bellingham
Moosup	Blackstone
Mystic	Dartmouth
New London	Fall River
North Stonington	Foxboro
Pawcatcuk	Milford
Putnam	New Bedford
Stonington	North Attleboro
Thompson	North Dartmouth
Waterford	Rehoboth
	Seekonk
	Somerset
	South Attleboro
	Swansea
	Taunton
	Uxbridge
	Webster
	Westport
	Whitinsville

**ATTACHMENT F-5**

**Contractor Performance Standards**

## 1.1 Contractor Performance Standards

**1.1.1** The Contractor must meet the following Performance Standards to be eligible to receive their monthly withhold arrangement:

Performance Metric	Quality Assurance Domain	Performance Standard Measure	Additional Measure Detail Information
1	Escalated Complaints	Ninety percent (90%) per month of all escalated complaints will be resolved within two (2) Business Days.	
2	Routine Complaints	Ninety percent (90%) of all routine complaints will be resolve within five (5) Business Days	
3	High-Risk Provider Complaints	Less than five percent (5%) of total complaints will be from Dialysis, Oncology treatment, or Substance Use Disorder Providers.	
4	Complaints from the Public	Less than five percent (5%) of total complaints per month shall be from a member of the public who files a complaint with the Contractor due to hazardous or unsafe driving.	A member of the public is defined as any individual located in RI who files a complaint with the Contractor and is currently not enrolled in the Rhode Island NEMT Program or actively using the NEMT benefit as a member.
5	Transportation Provider Claims	Ninety-nine percent (99%) per month of TP clean claims will be paid within ninety (90) days of submission by TPs.	
6	Transportation Provider Turn-Backs	Total number of TP turn-backs will be equal to or less than four percent (4%) per month.	
7	Transportation Provider No-Shows	Total number of TP no shows will be equal to or less than point thirty three percent (.33%) per month.	A 'turn back' is defined as when the TP refuses to conduct the trip within the Contractor specified timeframe. A Turn- Back shall not be counted as a Vendor No Show.
8	Ride Share Usage	Total percentage of Ride Share usage (such as <i>Uber/Lyft</i> ) per month will be less than five	Ride Share shall not be utilized for the following populations:

Performance Metric	Quality Assurance Domain	Performance Standard Measure	Additional Measure Detail Information
		percent (5%) or as otherwise approved by EOHHS	<ul style="list-style-type: none"> <li>• Members attending Dialysis appointments, neither A leg nor B leg;</li> <li>• Members attending Adult Day Care Centers, neither A leg nor B leg;</li> <li>• Members diagnosed with Alzheimer and Dementia patients;</li> <li>• Member minors (ages fifteen (15) and below), including those with parental consent form on file unless there is an additional passenger eighteen (18) years of age or older accompanying the minor; and</li> <li>• Members with developmental disabilities.</li> </ul>

## **1.2 Evaluation of Performance Metrics by EOHHS**

- 1.2.1** EOHHS shall be the sole authority to determine if the Contractor has met any performance standard.
- 1.2.2** EOHHS shall make a partial payment for the Contractor's Withhold Arrangement if they meet some of the metrics. For example, if the Contractor meets one (1) of eight (8) Performance Standard Measures, the Withhold Arrangement payment would be one-eighth (1/8) of the total withhold amount specified in Section 4.6 "Contractor Withhold Arrangements for Performance Standards" of this Agreement.
- 1.2.3** Contractor shall provide metric data and validation information to EOHHS by a specified reporting timeframe. Late, missing, or unresponsive reporting requests will not be honored and EOHHS will not provide payment to the Contractor.

## **1.3 Process to Update Performance Standard Metrics by EOHHS and Contractor**

- 1.3.1** EOHHS reserves the right to modify, edit, delete, add any of the Contractor Performance standards at any time in the best interest in the performance and integrity of the Program. EOHHS shall provide the Contractor thirty (30) day notice of a change in Contractor Performance Standards.
- 1.3.2** EOHHS may revisit Performance Standards annually and Contractor shall find mutually agreeable revisions to the metrics.
- 1.3.3** EOHHS shall be the sole authority to revise the metrics.

## **1.4 Additional Contractor Performance Goals and Requirements**

- 1.4.1** EOHHS shall also additional Contractor Performance Goals and Requirements for Contractor oversight, monitoring and evaluation.
- 1.4.2** Goals are intended for the Contractor and EOHHS to promote Quality Assurance, Compliance and Oversight of this Agreement.
- 1.4.3** EOHHS shall communicate additional performance goals, in writing, to the Contractor.
- 1.4.4** Performance Goals are not subject to the Withhold Arrangement, however, may be subject Corrective Action, Liquidated Damages, and Quality Assurance reporting.



**1.4.5** The following is a performance goal in this Contract:

**1.4.5.1** No more than four percent (4%) 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 four percent (4%) in addition to any liquidated damages associated with performance.

## **ATTACHMENT F-6**

### **Liquidated Damages Matrix**

The Contractor agrees that time is of the essence in the performance of certain designated portions of this Contract. EOHHS and the Contractor agree that in the event of a failure to meet the project deliverables or any contractual task, damages shall be sustained by EOHHS and it may be impractical or extremely difficult to ascertain and determine the actual damages which EOHHS will sustain by reason of such failure. It is therefore agreed that EOHHS, at its sole option, may require the Contractor to pay liquidated damages not as a penalty for such failures with the following provision:

- Where the failure is the sole and exclusive fault of EOHHS, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.

Written notification of failure to meet a requirement shall be given by EOHHS in writing to the Contractor. Contractor agrees and authorizes EOHHS to withhold, offset, recoup and deduct liquidated damages from any sums owing by EOHHS to the Contractor for services provided.

The assessment of liquidated damages shall not prohibit EOHHS for exercising any other right or remedy available to EOHHS at law or in equity.

The Contractor will work with EOHHS on a reporting structure to allow for measurement of any potential liquidated damage. Requirement thresholds in the table below indicate measurement of all three programs in aggregate, unless otherwise specified in the description.

Liquidated Damages		
Contract Reference	Description	Damages
<b>Attachment F-2, General Terms and Conditions</b>		
5	Failure to comply with conflict-of- interest requirements described in Attachment F-2 GTC, Article 6. Assurances, Certifications, Guarantees, and Warranties §5.7 Conflict of Interest.	<b>\$10,000</b> per occurrence.
5	Failure to timely provide conflict of interest or criminal conviction disclosures as required by Attachment F-2 GTC, Article 5. Assurances, Certifications, Guarantees, and Warranties §5.7 Conflict of Interest and §18.19 Required Disclosures.	<b>\$1,000</b> per Day.
8.2	Failure to provide a corrective action plan in within EOHHS designated timeframe in accordance with Attachment F-2 GTC, Article 8, §8.2 Corrective Action Plans	<b>\$500</b> per Day for each day the corrective action plan is not submitted and approved by EOHHS.
<b>Contract Readiness Review Requirements</b>		
15	Failure to correct all Readiness Review deficiencies within required timeframes.	<b>\$500</b> per Day.
15	Failure to provide pre-onsite materials, as requested.	<b>\$500</b> per deliverable.
15	Failure to meet plan Readiness Review Schedule as set by EOHHS.	<b>\$5,000</b> per Day.

Liquidated Damages		
Contract Reference	Description	Damages
15	Failure to coordinate a kick-off meeting with EOHHS within the required forty-five (45) calendar days after the contract award date.	<b>\$500</b> per business day
15	Failure to submit the Final Implementation Plan to EOHHS within the required fifteen (15) calendar days of the kick-off meeting.	<b>\$500</b> per business day
15	Failure to submit a weekly progress report by the close of business each Friday during the Implementation phase.	<b>\$250</b> per business day
15	Failure to be in compliance with the approved Final Implementation Plan.	<b>\$500</b> per business day
15	Failure to pass Operational Readiness Testing	<b>\$10,000</b> per Day
<b>Contractor Administration and Management</b>		
	Failure to obtain EOHHS approval for Subcontractors, excluding transportation providers.	<b>\$5,000</b> per occurrence.

Liquidated Damages		
Contract Reference	Description	Damages
	Failure to establish and maintain records and related information in the file for each of the contracted TPs.	<b>\$250</b> per occurrence
<b>Covered Populations, Enrollment, Disenrollment</b>		
4	Failure to process or load 834 eligibility file within EOHHS designated timeframes	<b>\$5,000</b> per occurrence
3.2.1	Acts to discriminate among members on the basis of their health status.	<b>\$15,000</b> for each Member EOHHS determines was discriminated against.
<b>Transportation Provider Networks and Network Adequacy Requirements</b>		
7.4	Failure to timely provide notice to EOHHS of capacity to serve the population as described in Section 7.4	<b>\$2,500</b> per Day.
7.5	Failure to report notice of TP termination from participation in the Contractor's Provider network (includes terminations initiated by the TP or by the Contractor) to be required by Section 7.5.	<b>\$500</b> per occurrence.

Liquidated Damages		
Contract Reference	Description	Damages
<b>Quality Assurance</b>		
17.6	Failure to submit quality measures including results within the timeframes specified in Section 17.6.	<b>\$500</b> per Day.
17.4.3	Failure to timely submit appropriate PIPs to EOHHS as described in Section 17.4.3.	<b>\$1,000</b> per Day.
17	Failure to timely submit QAPI to EOHHS as described in Section 3.17.9.	<b>\$1,000</b> per Day.

Liquidated Damages		
Contract Reference	Description	Damages
17	Failure to take corrective action regarding the reporting of accurate, complete and timely performance measures to EOHHS.	<b>\$2,500</b> per occurrence.
<b>Marketing Requirements</b>		
10	Failure to ensure Provider compliance with Marketing guidelines.	<b>\$10,000</b> per incident.
10	Distribution of Marketing Materials that have not been approved by EOHHS or that contain false or misleading information, either directly or indirectly through any Representative.	<b>\$25,000</b> per distribution or reported incident.
10	Misrepresents or falsifies information that it furnishes to a Member, potential Member, or health care Provider.	<b>\$25,000</b> for each instance of misrepresentation.
10	Engaging in prohibited marketing activities or discriminatory practices or failure to market in an entire Region.	<b>\$25,000</b> per occurrence of prohibited activity.
10	Failure to obtain approval of any agreements or materials requiring review and approval by EOHHS prior to distribution as specified in the Contract.	<b>\$500</b> per Day the unapproved agreement or materials are in use.
<b>Member Materials</b>		

Liquidated Damages		
Contract Reference	Description	Damages
10.10	Failure to provide a Member a printed, braille, or oral Member Handbook within 30 Days of request as required by Section 10.10.	<b>\$2,500</b> per occurrence.
<b>Member Services</b>		
9	Contractor's Helpline 100% of operating hours must be properly equipped to accept calls including, without limitation, calls from members with limited English proficiency and calls from members who are deaf, hearing impaired or have other special needs as described in 9.8.	<b>\$1,000</b> for each instance EOHHS finds the Contractor failed to meet requirement.
9.12	Answer at least 95% of incoming Member information telephone calls within 30 seconds as described in 9.12.	<b>\$500</b> for each instance EOHHS finds the Contractor failed to meet a metric in a given month.
9.12	Daily average Hold Time must be two minutes or less during regular business hours. A Member is considered on hold when they are waiting for a call center representative after navigating the interactive voice response (IVR) system and when a customer service representative places the Member on hold as described in 9.12.	<b>\$500</b> for each instance EOHHS finds the Contractor failed to meet a metric in a given month.
9.12	Maintain a call abandonment rate of less than 5% as described in 9.12	<b>\$1,000</b> for each instance EOHHS finds the Contractor failed to meet a metric in a given month.



Liquidated Damages		
Contract Reference	Description	Damages
9.12	No more than one (1) percent of incoming calls shall receive a busy signal.	<b>\$500</b> for each instance EOHHS finds the Contractor failed to meet a metric in a given month.
9.12	Failure to provide notification within the timeframe of systems service outage or operational failure of the Call Center.	<b>\$1,500</b> for each instance EOHHS finds the Contractor failed to notify EOHHS within timeframe.
<b>3.22 Program Integrity, Fraud, Waste, and Abuse</b>		
18	Failure to timely submit on an annual basis the Compliance Program pursuant to 42 CFR 438.608 and Section 3.22.	<b>\$1,000</b> per Day.
18	Failure to timely submit a Fraud Prevention Plan or the Fraud Prevention Report that includes all required components as described in Section 3.22.	<b>\$2,000</b> per Day.
18	Contractor does not suspend payments to the Provider suspected of FWA, or the Contractor does not correctly report the amount of the payments held.	<b>\$10,000</b> per occurrence.
18	Failure to timely report, or report all required information, for any credible allegation or confirmed instance of fraud or abuse relating to the Contractor's own conduct, a Provider, or a Member as described in Section 3.22.15 "Reporting Requirements."	<b>\$2,000</b> per Day.

Liquidated Damages		
Contract Reference	Description	Damages
18	Failure to require and ensure compliance with ownership and disclosure requirements as required by Required Disclosures.	<b>\$2,500</b> per Provider disclosure/attestation for each disclosure/attestation that is not received or is received and signed by a Provider that does not request or contain complete and satisfactory disclosure of the requirements outlined in 42 C.F.R. part 455, subpart B.
18	Failure to cooperate fully with EOHHS and/or any other Rhode Island or federal agency during an investigation of Fraud or Abuse, complaint, or Grievance as described in Section 3.22.20 "Cooperation."	<b>\$2,500</b> per incident for failure to fully cooperate during an investigation.
18	Contractor's contracted TP is utilizing a driver or other employee that has been terminated from the Medicaid program by EOHHS for fraud or abuse.	<b>\$2,500</b> per occurrence
18	Failure of the contractor to ensure a contracted TP utilizes only a driver who is fully credentialed.	<b>\$2,000</b> per occurrence

Liquidated Damages		
Contract Reference	Description	Damages
18	Failure of the Contractor to ensure a contracted TP utilizes a vehicle that is fully credentialed.	<b>\$2,000</b> per occurrence
<b>3.24 Security and Confidentiality</b>		
3.24; 3.24.4; 3.24.6 DOA GC Addendum F. Par. 10.	Failure by the Contractor or its Subcontractor to ensure that all data containing protected health information (PHI), as defined by HIPAA, is secured through commercially reasonable methodology in compliance with HITECH, such that it is rendered unusable, unreadable, and indecipherable to unauthorized individuals through encryption or destruction, that compromises the security or privacy of EOHHS Member's PHI as described in Section 3.24, "Security and Confidentiality", 3.24.4 "Privacy and Security Safeguards and Obligations" and 3.24.6, "Compliance with Applicable Laws, Regulations, Policies, and Standards", DOA GC Addendum F. Par. 10.	<b>\$500</b> per Member per occurrence
3.24.6.3	Failure to comply with Applicable Laws, Regulations, Policies, and Standards	<b>\$10,000</b> per occurrence.
3.24.7, DOA GC Addendum F. Par. 10.	Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of Breach or notification of provisional Breach as described in Section 3.24.7, "Breach/Incident Reporting" and DOA GC Addendum F. Par.10.	<b>\$500</b> per Member per occurrence, not to exceed \$10,000,000.

Liquidated Damages		
Contract Reference	Description	Damages
3.24; 3.24.4; 3.24.6, 3.24.8 DOA GC Addendum F. Par. 10.	Failure by the Contractor to execute the appropriate agreements to effectuate transfer and exchange of Member PHI confidential information including, but not limited to, a data use agreement, trading partner agreement, Business Associate Agreement or qualified protective order prior to the use or disclosure of PHI to a third party pursuant to the Contract as described in Sections 3.24.4. "Privacy and Security Safeguards and Obligations" and 3.24.6. "Compliance with Applicable Laws, Regulations, Policies, and Standards", 3.24.8. "Other", DOA GC Addendum F. Par. 10.	<b>\$500</b> per Member per occurrence.
3.24.8.1	Failure to abide by the State's confidentiality policy or the required signed Business Associate Agreement ("BAA").	<b>\$20,000</b> per occurrence.
<b>3.25 General Reporting Requirements</b>		
21	Failure to timely submit complete and accurate reports and statements to EOHHS pursuant to the Transportation Reporting Calendar as described in 21, "General Reporting Requirements".	<b>\$500</b> per Day.
21	Failure to comply with reporting requirements.	<b>\$500</b> per incident per report.
<b>3.26 Claims and MIS Management</b>		

Liquidated Damages		
Contract Reference	Description	Damages
3.26.7	Timeliness: Contractor fails to make timely payments to Providers pursuant to Section 3.26.	<b>\$1,000</b> per Day.
3.26.19.1. (b)	Contractor demonstrates a pattern of inappropriately denying, delaying, or recouping Provider payments for services as determined by EOHHS	Monetary penalties equal to 150% of the value of the claims; inappropriately denied, delayed, or recouped;
<b>Encounter Data Requirements</b>		
3.26.25	Failure to comply with standards for encounter data completeness, accuracy and timeliness	See individual damages per incidence of noncompliance below
<b>Timeliness</b>		
	<b>Timely File Submission</b> Failure of the Contractor to submit at least one file for each file type in the agreed upon cadence with EOHHS.	<b>\$1,000</b> per calendar day late fee.
	<b>Timely Submission</b> Failure to submit and have encounters accepted into the MMIS within 45 days of the claim payment date.	<b>\$15,000</b> per month where the timeliness submission rate is greater than 2%.
<b>Accuracy</b>		

Liquidated Damages		
Contract Reference	Description	Damages
	<b>Acceptance Rate</b> Failure to maintain a rejection rate for encounter claim submission that is less than or equal to 2%.	\$5,000 for each month the encounter rejection rate is above 2%.
	<b>Data Accuracy for Business Use</b> Failure to submit accurate encounter data resulting in interruptions to EOHHS business operations.	\$20,000 per occurrence.
<b>Completeness</b>		
	<b>Completeness Variance</b> Failure of the Contractor to reach 98% threshold for encounter completeness.	\$20,000 for each quarter the encounter completeness ratio is below 98%.
	<b>Completeness Attestation</b> Failure of the Contractor to attest the FSR is an accurate and complete representation of the claim payment financial liability and encounter submission activity of the Contractor.	\$10,000 for each quarter the attestation is not submitted with the FSR submission, or within the timeframe specified by EOHHS.
	<b>Completeness Consistency</b> Failure of the Contractor to report total incurred cost within the 0.1% threshold in the FSR and Contractor financial statements submissions.	\$20,000 per quarter the FSR and FDCR are not reconciled within 0.1%.
<b>Financial Requirements</b>		

Liquidated Damages		
Contract Reference	Description	Damages
24.1	Failure to timely submit Third-Party Liability identification and collections as described in 24.1.	<b>\$2,000</b> per Day.
24.1	Failure to timely submit a Third-Party Liability Policy as described in 24.1	<b>\$2,000</b> per Day.
24.1	Failure to timely submit the Recoveries and Collections from the report(s) described in Section 3.27.	<b>\$250</b> per Day.
24.8	Failure to respond to requests for additional MLR Report information or reconciliation, or failure to make required corrections within the timeframe requested.	<b>\$250</b> per calendar day
<b>Turnover Phase Requirements</b>		
	Failure to provide a Turnover Plan within ninety (90) calendar days after the beginning of the second year of the initial contract term.	<b>\$100</b> per day
<b>Directives and Deliverables</b>		
	Failure to respond to or comply with any formal written requests for information or a directive made by EOHHS within the timeframe provided by EOHHS.	<b>\$500</b> per Day that EOHHS determines the Contractor is not in compliance.
	Failure to establish or participate on any committee as required under the Contract, by EOHHS, or pursuant to Rhode Island or federal law or	<b>\$1,000</b> per occurrence per committee that EOHHS determines the Contractor is not in compliance.

Liquidated Damages		
Contract Reference	Description	Damages
	regulation.	
<b>Trip Planning and Execution</b>		
	Failure to schedule valid non-dialysis and non-oncology service requests.	<b>\$100</b> per occurrence
	Failure to schedule valid dialysis and oncology service requests.	<b>\$200</b> per occurrence
	Broker schedules an NEMT trip for a non-eligible recipient.	<b>\$50</b> per occurrence
	Failure to reimburse contracted and non- contracted TPs for stretcher level, BLS and ALS transportation services rendered to individuals that have eligibility approved retroactively to the time service was rendered. Reimbursement is limited to services rendered within ninety (90) days from the date of service.	<b>\$50</b> per occurrence
	Failure to fulfill a verified trip request safely and on-time	<b>\$100</b> per occurrence
	Failure to fulfill a verified dialysis and oncology trip request safely and on-time.	<b>\$200</b> per occurrence



Liquidated Damages		
Contract Reference	Description	Damages
	Failure to report to EOHHS an accident, injury or incident that has occurred in conjunction with a scheduled trip if a Recipient was present in the vehicle. Accidents, injuries, and incidents shall be reported to EOHHS as follows: Tier One Incident: Notification within six (6) hours or sooner from the time of the complaint/incident Tier Two Incident: Notification within forty- eight (48) hours or sooner from the time of the complaint/incident	<b>\$500</b> per occurrence
	Failure to achieve an overall customer satisfaction rating of greater than or equal to ninety percent (90%) quarterly.	<b>\$1500</b> per occurrence
	Failure of the Contractor's website to be available without exceeding two (2) hours where the Contractor's website is unavailable. Websites shall be available twenty-four (24) hours a day, seven (7) days a week, with the exception of EOHHS- approved downtime for maintenance.	<b>\$250</b> per calendar day
	Failure to provide to each member a confirmation of their trip details no later than 6 p.m. EST the night before the day of a scheduled trip, for all routine trips scheduled.	<b>\$100</b> per occurrence

Liquidated Damages		
Contract Reference	Description	Damages
	Failure to notify the member or facility that a scheduled trip has been canceled. Notification must be provided no later than the scheduled pick-up time.	\$100 per occurrence
	Failure to process non-dialysis and non-oncology trip standing order	\$100 per occurrence
	Failure to process dialysis and oncology trip standing order	\$200 per occurrence
	Failure to provide to each member a confirmation of their trip details no later than 6 p.m. EST the night before the day of a scheduled trip, for all routine trips scheduled	\$100 per occurrence
	Failure to notify the member or facility that a scheduled trip has been canceled. Notification must be provided no later than the scheduled pick-up time.	\$100 per occurrence
Driver and Vehicle Requirements		
	Where the Broker's contracted TP utilizes a driver who is not fully credentialed by the Contractor	\$2,000 per occurrence
	Where the Broker's contracted TP utilizes a vehicle is not fully credentialed.	\$2,000 per occurrence

## **ATTACHMENT F-7**

### **Contractor's Capitation Rates and Rate Development**

#### **Medicaid Population**

Capitation payments shall be paid as outlined in in the RFQ. Below are the capitation rates for the Medicaid population:

#### **Contract Period 1 for SFY 2024:**

<b>Rate Cell</b>	<b>Per Member, Per Month (PMPM)</b>
TB04 Children, 0-18	\$1.14
TB05 Adults, 19-64	\$11.95
TB06 Aged 65+	\$27.99

#### ***Ambulance Provider Payments (For Medicaid Eligible Recipients)***

For all ambulance providers who are contracted and credentialed with the Contractor, the Contractor shall pay the NEMT EOHHS established rate:

#### **NEMT Ambulance Transportation Rates:**

- Ambulance Service Basic Life Support (BLS) Nonemergency the rate of \$147.67 per trip or higher; and,
- Ambulance Service Life Support, Level 1 (ALS) the rate of \$177.20 per trip or higher.

Such Medicaid NEMT Ambulance Transportation Rates shall remain in effect subject to continued legislative approval.

#### **Non-Medicaid Populations:**

1. Anticipated Budget for SFY 2024 for the Elderly Transportation Program: \$393,750.00
2. The RI TANF only rate is \$82.25 per monthly bus pass issued.

**\*\*Anticipated Contract Value for Contract Periods 1-3**

1. SFY24 Contract Value for Contract Period 1: \$41,972,520
2. SFY 2025 Anticipated Contract Value: \$42,630,601
3. SFY 2026 Anticipated Contract Value: \$44,706,873

\*\*Such valuations are subject to change at EOHHS' discretion.

**Non-Emergency Transportation Rate Development**

Details on rate development, including enrollment and utilization by type of service is included in **Attachment I**.

**Exhibit 1. Contract Year 1 Rates (SFY 2024)**

	Projected Member Months	Transportation Benefit Expense	Administrative Cost and Margin	SFY 2024 Capitation Rate	SFY 2023 Capitation Rate	% Change
Children, 0-18 y.o.	1,420,596	\$ 0.91	\$ 0.23	\$ 1.14	\$ 0.77	48.1%
Adults, 19-64 y.o.	2,227,284	\$ 9.56	\$ 2.39	\$ 11.95	\$ 10.69	11.8%
Elders, 65+ y.o.	321,972	\$ 22.39	\$ 5.60	\$ 27.99	\$ 30.69	-8.8%
Total Medicaid NEMT	3,969,852	\$ 7.51	\$ 1.88	\$ 9.38	\$ 8.76	7.1%
Elderly Transportation Program	12 months	\$ 315,000	\$ 78,750	\$ 393,750	\$ 375,000	5.0%

<b>Anticipated Contract Value for Year 1:</b>	<b>\$41,972,520</b>
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Note 1. Contract Year 1 may be subject, at the discretion of EOHHS, to a rate revision to reflect impact of unwinding of the public health emergency and resumption of redeterminations. EOHHS will review actual enrollment and revised forecast to ensure broker is adequately financed if there is anticipated  $\pm 5$  percentage point change in forecasted member months.

Note 2. During the rating period, and at the discretion of EOHHS, a  $\pm 5$  percentage point change in actual or forecast cumulative member months within a calendar year quarter may trigger a recalculation of the PMPMs.

Note 3. The RI TANF only rate is \$82.25 per monthly bus pass issued.

## Exhibit 2. Contract Years 2 and 3

	Year 2 (SFY 2025)		Year 3 (SFY 2026)	
	Member Months	Capitation Rate	Member Months	Capitation Rate
Children, 0-18 y.o.	1,420,680	\$ 1.17	1,434,888	\$ 1.21
Adults, 19-64 y.o.	2,183,112	\$ 12.30	2,226,780	\$ 12.65
Elders, 65+ y.o.	318,360	\$ 28.80	324,732	\$ 29.64
Elderly Transportation Program	12 months	\$ 412,500	12 months	\$ 431,250

<b>Anticipated Contract Value for Year 2:</b>	<b>\$42,630,601</b>
<b>Anticipated Contract Value for Year 3:</b>	<b>\$44,706,873</b>

Note 1. For Contract Year 2 and Contract Year 3, EOHHS assumed a 2.90% trend over SFY 2024 transportation spend. This total benefit spend was divided by EOHHS' current forecast of its projected member months and the administrative component calculated using assumption of an 80% MLR. The actual Contract Year 2 and Contract Year 3 rates will be based on review of more current benefit experience trended to the forthcoming rating period and application of any necessary adjustments to EOHHS' enrollment forecast.

Note 2. At the discretion of EOHHS, a  $\pm 5$  percentage point change in actual or forecast cumulative member months within a calendar year quarter may trigger a recalculation of the PMPMs.

Note 3. The RI TANF only rate is \$82.25 per monthly bus pass issued.

During the period of this Agreement, if it is observed that the Medicaid population capitation payment totals fall below the established annualized minimums, EOHHS shall increase the rates to meet the applicable annualized minimum only if the Broker's Medical Loss Ratio (MLR), measured as the Broker's total direct payments to transportation providers divided by the Broker's total revenue received from EOHHS, is steadily and consistently maintained equal to or greater than eighty percent (80%). Total direct payments and total revenue are measured using all programs, but the premium adjustment will only impact the Medicaid program premiums. If the MLR is not maintained equal to or greater than eighty percent (80%) and enrollment is reduced causing annualized total payments below the applicable minimum, no rate increase will be implemented.

The broker shall report their MLR, for the current year, three (3) months prior to year 2 of this contract.

## Background to Rate Development

### I. Benefit Expenditure

#### ***Factoring the impact of Covid-19 and Public Health Emergency on depressed transportation expenses***

After experiencing declining enrollment in the first half of SFY 2022 (between July 2019 and February 2022), the declaration of the existent Public Health Emergency (effective March 2020) by the Secretary of Health and Human Services and the subsequent application by CMS of a general moratorium against the termination of Medicaid eligibility has contributed to a sustained increase in enrollment of members in EOHHS' non-emergency transportation broker program.

However, whereas the moratorium on terminations has resulted in a significant increase in enrollment, there was not a corresponding increase in utilization. The reason for this is two-fold:

- First, in general, the NEMT benefit routinely exhibits a low level of utilization. As a result, overall utilization and costs are insensitive to changes in eligibility: a broker can expect that their anticipated benefit expenditures to be only loosely correlated with changes in its overall Medicaid membership.
- Second, Covid-19 led to a precipitous, but temporary, decline in utilization. During at least the first 12 months of the pandemic, the number of trips greatly declined as adult day care agencies were temporarily closed and other services were shifted to telemedicine. A subsequent wave of Covid-19 infections during the Winter 2021-2022 likely slowed the anticipated rebound in utilization. According to unverified reporting from the current vendor, the number of unique trips is only now, as of the Q2 of CY 2022, returning to the pre-Covid 19 level.

An additional factor considered in the development of the base rates is the impact of inflation, particularly as it pertains to the impact of the broker's transportation and labor costs on the broker's overall benefit costs. Both have seen significant increases over the past year.

The average national retail price of gasoline increased nearly 50% over 2021 and another 50% over the first half of 2022; however, it has since declined 25% from its peak over the past two months: from \$2.25 on 4-Jan-21 to \$3.28 on 3-Jan-22 to \$5.01 on 13-Jun-22 to \$3.83 on 29-Aug-22. These prices trends are reasonable for the Rhode Island market. Commodity experts are mixed on what will happen to the general price of fuel in 2023 given the continued disruptions in eastern Europe and uncertainty in the global market. Overall, prices are expected to remain comparatively high, but a continued level of modest deflation in prices when compared to current elevated price level is a likely scenario.

As with the rising cost of gasoline, a tight labor market also contributed the upward pressure on the unit costs (i.e., the reported cost per trip) experienced by EOHHS' existing NEMT broker.

Unlike the deflationary trends that are reasonable for the fuel costs, EOHHS does not presume a reduction in the average labor costs for the MTM broker.

Given these contradictory cost pressures, EOHHS is taking a conservative approach to rate setting for the SFY 2024 time period. EOHHS set the base benefit expenses by equally weighting the most recent quarter of data (i.e., Apr-June 2022) and pre-Covid 19 period, ignoring the experience of low utilization through SFY 2021 and much of SFY 2022. Given that mass transit should be the preferred mode of transportation, where available and appropriate, and Covid may continue to have a depressing impact on utilization, only the pre-Covid experience was considered for this mode of transportation. An 8.5% trend was subsequently applied to get to a SFY 2024 base experience. A 2.90% trend was applied to the each subsequent rating periods reflecting the average annual price increase for intracity transportation according the CPI-U. Significantly, no reduction in utilization is expected as a result of the resumption of redeterminations and expected reduction in enrollment.



Source: "[Weekly U.S. Regular All Formulation Retail Gasoline Prices](#)" from U.S. Energy Information Administration.

## II. Enrollment Assumptions

### ***Factoring in the impact of Unwinding of the Public Health Emergency and Moratorium on Renewals***

Rhode Island's Medicaid program continues to operate consistent with the Public Health Emergency and as such is not actively terminating members for changes to their underlying

Medicaid eligibility. The result has been a persistent increase in enrollment month-over-month.

As of September 2022, EOHHS anticipates that the Public Health Emergency will continue through the end of the CY 2022. The unwinding of the PHE and resumption of terminations will commence within 60 days of the end of the PHE. As such, until February 2023, the rate development carries forward from July 2022 actuals the historical trends observed over PHE (adjusted for the recent slowing in the month-over-month growth).

As part of the “unwinding,” Rhode Island’s entire Medicaid population will be subject to redetermination over the subsequent 12 months. EOHHS currently anticipates that over those twelve (12) months (i.e., between March 2023 and February 2024) the equivalent of half of the number of members who gained eligibility over the course of the public health emergency will lose their coverage. While it is likely that more than this number will lose eligibility, each month will also see some number of members who gain eligibility for the first time while others return to Medicaid after some period of ineligibility. The result is that each month beginning in March nearly 3,500 members will lose eligibility. This will greatly impact the total projected member months during SFY 2024.

Following the completion of the twelve (12) months of redeterminations, EOHHS forecasts a modest 1.0% trend to its Children group and two percent (2%) increase to each of its Adult and Elder groups. These trend estimates will be updated to reflect latest available information prior to each rating period.

The calculated benefit expense PMPM use as the denominator the number of member months resulting from the above assumptions.

### **III. Administrative Component**

EOHHS has applied a twenty percent (20%) administrative component to the projected benefit (i.e., direct transportation costs) expense. The total PMPM is calculated by dividing the anticipated benefit spend by 0.80.

### **IV. Elderly Transportation Program**

The proposed rates avoid any intentional cross subsidization between Medicaid’s non-emergency transportation program and Rhode Island’s Elderly Transportation Program that is available to elders in the state who are not Medicaid eligible.

Historical utilization exclusive to this population was considered to set baseline spending. The impact of Covid-19 on depressing utilization was similarly present for this population and so pre-Covid experience was considered for establishing the SFY 2024 benefit experience.



## Attachment 1. Enrollment and Benefit Expenditures – Actuals (SFY 2020-22) and Forecast (SFY 2024-26)

	SFY 2020 <i>Actual</i>	SFY 2021 <i>Actual</i>	SFY 2022 <i>Prelim Actual</i>	SFY 2024 <i>Estimate</i>	SFY 2025 <i>Estimate</i>	SFY 2026 <i>Estimate</i>
<b>Overall - Monthly Enrollment:</b>	<b>286,991</b>	<b>319,133</b>	<b>344,170</b>	<b>330,821</b>	<b>326,846</b>	<b>332,200</b>
<b>Enrollment by Age Group:</b>						
Children	114,031	118,246	120,836	118,383	118,390	119,574
Adults	150,469	177,274	196,946	185,607	181,926	185,565
Elders	22,492	23,613	26,388	26,831	26,530	27,061
<b>Overall Benefit Spend:</b>	<b>\$ 2,275,093</b>	<b>\$ 1,741,905</b>	<b>\$ 2,251,936</b>	<b>\$ 2,747,244</b>	<b>\$ 2,908,914</b>	<b>\$ 3,080,126</b>
<b>Benefit by Type:</b>						
Commercial	\$ 1,759,518	\$ 1,403,021	\$ 1,873,004	\$ 2,185,587	\$ 2,316,722	\$ 2,455,725
Mass Transit	\$ 224,327	\$ 139,228	\$ 136,746	\$ 245,233	\$ 259,947	\$ 275,543
Elderly Transportation Program	\$ 291,249	\$ 199,656	\$ 242,187	\$ 316,424	\$ 332,246	\$ 348,858
<b>Benefit Allocation by Age Group:</b>						
Children	\$ 96,188	\$ 61,787	\$ 64,009	\$ 106,912	\$ 113,327	\$ 120,127
Adults	\$ 1,412,767	\$ 1,104,783	\$ 1,447,926	\$ 1,736,546	\$ 1,840,738	\$ 1,951,183
Elders	\$ 474,889	\$ 375,678	\$ 497,815	\$ 587,361	\$ 622,603	\$ 659,959
<b>Benefit Spend PMPM:</b>						
Children	\$ 0.84	\$ 0.52	\$ 0.53	\$ 0.90	\$ 0.96	\$ 1.00
Adults	\$ 9.39	\$ 6.23	\$ 7.35	\$ 9.36	\$ 10.12	\$ 10.51
Elders	\$ 21.11	\$ 15.91	\$ 18.86	\$ 21.89	\$ 23.47	\$ 24.39

**ATTACHMENT F-8**

**Request for Qualifications (Will be Added to Final Executed Contract)**

**ATTACHMENT F-9**

**Contractor's Proposals (Will be Added to Final Executed Contract)**

**ATTACHMENT F-10**

**Contractor Key Personnel Table**

**Table 1: Executive Management**

<b>Title</b>	<b>Name</b>	<b>Years of Experience</b>	<b>Years with Organization</b>	<b>Primary Location</b>
Chief Executive Officer (CEO)	Alaina Macia	20	20	Lake St. Louis, MO
Chief Financial Officer (CFO)	Jill Heneghan	18	9	Lake St. Louis, MO
Chief Diversity, Inclusion and Equity Officer	Kerri Mileski	14	11	Lake St. Louis, MO
Chief Compliance Officer (CCO)	Tammy Wright	17	17	Lake St. Louis, MO
Chief Information/Technology Officer (CIO)	Rick Holbrook	37	4	Lake St. Louis, MO

**Table 2: Rhode Island Key Personnel**

Title	Name	Years of Experience	Percent FTE Assigned to Rhode Island	Staff Location in Rhode Island Required?
Rhode Island General Manager	Sara Harrison	9	100%	Yes
Rhode Island Transportation Provider Network Manager	Darion Stubbs	7	100%	Yes
Rhode Island Call Center Manager	Sarah Nordblom	10	100%	Yes
Member Services	Sarah Nordblom	10	100%	Yes
Quality Assurance	Sara Harrison	9	100%	Yes
Provider Network Development and Management Supports	Darion Stubbs	7	100%	Yes
Complaint Resolution	Samantha Conn*	5	100%	Yes
Grievances and Appeals	Samantha Conn*	5	100%	No
Member Ombudsman	Nicole Forsee	6	100%	Yes
Reporting	Daniel Christen*	7	100%	No
Program integrity, compliance and auditing	Sara Harrison	9	100%	No
Health Care Coordination	Joseph Carvalho	2	100%	Yes
Provider Network Development and Management Supports	Lucy Silva* Rick Zuckerman*	15 4.5	100%	Yes
MMIS and Claims Processing	Ericka Cunningham* Lashonda Willyard* Jenn Bremerman* Alyssa Tabor*	8 (Avg.)	100%	Yes

\* These individuals are responsible for these key functions but are not defined as Key Personnel. Resumes for these individuals can be provided upon request.

**ATTACHMENT F-11**

**Link to NEMT Manual on EOHHS Website**

**<https://eohhs.ri.gov/providers-partners/medicaid-managed-care/non-emergency-medical-transportation-nemt-manual>**