

MEDICAL TRANSPORTATION MANAGEMENT, INC.
FOR TRANSPORTATION BROKERAGE SERVICES

Amendment No. 1

THIS AMENDMENT No. 1 is made and entered into the 1st day of October 2023 between the State of Rhode Island Executive Office of Health and Human Services (herein after called “EOHHS”) and Medical Transportation Management, Inc. (the “Contractor”).

WHEREAS, EOHHS and Contractor entered into an Agreement for Non-Emergency Medical Transportation on the basis for Agreement in Purchase Order 3831436 effective on July 1, 2023.

WHEREAS, as of effective date of this Amendment No.1, the Agreement is hereby amended as follows:

ATTACHMENT F-1: Scope of Work

1. **Section 1.7 Adverse Benefits Determination** is amended by **DELETING** numbers 5 and 6.
2. **Section 1.16 Appeal** is amended by **DELETING** the language in its entirety.
3. **Section 1.87 Grievance** is amended by **DELETING** the language in its entirety and replacing with the following:

“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.”
4. **Section 1.88 Grievance and Appeal System** is amended by **DELETING** the language in its entirety.
5. **Section 1.23 Authorized Representative or Member Representative** is amended by **DELETING** the word “Appeals.”
6. **Section 1.189 State Fair Hearing** is amended by **DELETING** the reference to 42 CFR § 438.400(b).
7. **Section 5.10.8** is amended by **DELETING** the title of Section 13 and **REPLACING** with the following “Member Grievances and Complaints.”
8. **Section 6.3.1.9.6** is amended by **DELETING** the word “Appeals” and **REPLACING** with “Complaints.”
9. **Section 6.4.8.7.1** is amended by **DELETING** the words “and appeals.”
10. **Section 7.11.1.9.1** is amended by **DELETING** the language in its entirety and **REPLACING** with the following:

“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.”
11. **Section 8.4.3.12** is amended by **DELETING** the language in its entirety and **REPLACING** with the following: “Complaints and Grievance procedures.”

12. **Section 9.1.1** is amended by **DELETING** the word “Appeals” and **REPLACING** with “Complaints.”
13. **Section 9.2.10** is amended by **DELETING** the word “Appeals” and **REPLACING** with “Complaints.”
14. **Section 9.2.11.12** is amended by **DELETING** the word “Appeals” and **REPLACING** with “Complaints.”
15. **Section 9.9.1.4** is amended by **DELETING** the language in its entirety and **REPLACING** with the following:

“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.”
16. **Section 10.10.3.7** is amended by **DELETING** the language in its entirety and **REPLACING** with “Complaints, Grievances and State Fair Hearing processes.”
17. **Section 13 Member Grievances and Appeals** is amended by **DELETING** the section in its entirety and **REPLACING** it with the new **Section 13 Member Grievances and Complaints**.

[please see new section beginning on page 5]
18. **Section 15.6.9.3.6** is amended by **DELETING** the word “Appeals” and **REPLACING** with “State Fair Hearing.”
19. **Section 15.6.10.3.7** is amended by **DELETING** the word “Appeals” and **REPLACING** with “State Fair Hearing.”
20. **Section 19.1.1.7** is amended by **DELETING** the language in its entirety.
21. **Section 19.1.3.3** is amended by **DELETING** the language in its entirety.
22. **Section 22.3.2.1** is amended by **DELETING** the word “Appeals.”

ATTACHMENT F-3: Covered and Non-Covered Services for the RI NEMT Program

23. This Attachment is amended by **UPDATING** #2. Abortion (elective) to a Covered Service.

ATTACHMENT F-5: Contractor Performance Standards

24. **Section 1.1.1** of this Attachment is amended by **REPLACING** the Performance Standard Measure of Performance Metric 3 – High-Risk Provider Complaints with the following:

“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.”
25. **Section 1.1.1** of this Attachment is amended by **REPLACING** the Performance Standard Measure of Performance Metric 4 – Complaints from the Public with the following:

“Less than five percent (5%) of total complaints will be from Dialysis, Oncology treatment, or Substance Use Disorder Providers.”
26. **Section 1.1.1** of this Attachment is amended by **REPLACING** the Performance Standard Measure of Performance Metric 5 – Transportation Provider Claims with the following:

“Ninety-nine percent (99%) per month of TP clean claims will be paid within (90) days of submission by TPs.”

27. **Section 1.2.2** of this Attachment is amended by **DELETING** the language in its entirety and **REPLACING** with the following:

“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.”

ATTACHMENT F-5: Liquidated Damages Matrix

28. The Section titled “Grievances and Appeals” of this Attachment is amended by **DELETING** the language in its entirety.

[The remainder of this page is left intentionally blank.]

IN WITNESS HERETO, the parties have caused this Amendment 1 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:**

**MEDICAL TRANSPORTATION
MANAGEMENT, INC.:**

BY:

**Richard
Charest**

Digitally signed by Richard
Charest
Date: 2023.10.10 19:35:04
-04'00'

(Signature)

Richard Charest

(Printed Name)

Secretary

(Title)

10/10/23

(Date)

BY:

Alaina Macia

Digitally signed by Alaina
Macia
Date: 2023.10.10 10:11:23
-05'00'

(Signature)

Alaina Macia

(Printed Name)

CEO

(Title)

10/10/23

(Date)

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:

13.1.4 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 Contractor 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.