

**MEDICAL TRANSPORTATION MANAGEMENT, INC.**  
**FOR TRANSPORTATION BROKERAGE SERVICES**

**Amendment No. 2**

---

**THIS AMENDMENT No. 2** is made and entered into the 1<sup>st</sup> day of July 2024 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. 2, the Agreement is hereby amended as follows:

**ATTACHMENT F-1: Scope of Work**

1. **Section 2.2 Contractor Responsibilities** is amended as follows:

- a) **ADDING new Section 2.2.16:**

“2.2.16 The Covered Services described in Attachment F-4.3, “Covered and Non-Covered Services for the RI NEMT Program,” shall comply with the following requirements:

2.2.16.1 The Contractor shall ensure that Covered Services are sufficient in amount, duration, and scope to reasonably achieve the purpose for which they are furnished. [42 C.F.R. § 438.210(a)(3)(i)]

2.2.16.2 The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of Covered Services solely because of the diagnosis, type of illness, or condition of the Member. [42 C.F.R. § 438.210(a)(3)(ii)]

- b) **ADDING new Section 2.2.17:**

“2.2.17 In accordance with 42 C.F.R. § 438.210(a)(4), the Contractor may place appropriate limits on a service that are:

2.2.17.1 On the basis of criteria applied under the State Plan, such as medical necessity; or

2.2.17.2 For the purpose of utilization control, provided that:

2.2.17.2.1 The services furnished can reasonably be expected to achieve their purpose;

2.2.17.2.2 The services support Enrollees with ongoing or chronic conditions or who require long-term services and support are authorized in a manner that reflects the Enrollee’s ongoing need for such services and supports.”

2. **Section 7.11.1.10** is amended by **REPLACING** “point thirty three percent (.33%)” with (point twenty percent (0.20%).”

3. **Section 9.7.1** is amended by **UPDATING** the text to “The **Contractor** 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” **and**

Attachment F-6, “Liquidated Damages Matrix” of this Agreement.” (*bold indicates updated text*)

4. **Section 9.11.1** is amended by **DELETING** the language in its entirety and **REPLACING** with the following: “The Contractor shall perform the call center requirements to the Performance Standards in this Agreement.”
5. **Section 9.11.2.3** is amended by **ADDING** new **Section 9.11.2.3.3** “No more than thirty percent (30%) of all calls coming into the RI Program main line are to be routed to non-one hundred percent (100%) RI Program dedicated Call Center Representatives.”
6. **Section 10.6 Member Materials** is amended by **ADDING** new **Section 10.6.2.6** “Must fully comply with all requirements found in 42 C.F.R. § 438.10.”
7. **Section 10.10 Member Handbook** is amended as follows:
  - a) **ADDING** new **Section 10.10.3** “The Contractor must provide each enrollee with a Member Handbook within a reasonable time after receiving notice of the Member’s enrollment in accordance with 42 C.F.R. § 438.10(g)(1) and 45 C.F.R. §147.200(a).”
  - b) **ADDING** new **Section 10.10.4.3** “Current listing of Covered Services based upon eligibility for Medicaid or ETP, as shown in Attachment F-3. Further inquiries regarding eligibility for Medicaid members should be directed to the Member’s MCO. Eligibility of Covered Services is dictated by the Medicaid Managed Care Organization Contracts. [42 C.F.R. § 438.10(g)(2)(ii)]”
  - c) **ADDING** the following language to the end of **Section 10.10.4.6** “... in accordance with 42 C.F.R. § 438.10(g)(2)(ix) and 42 C.F.R. § 438.100(b)(2)(iv).”
  - d) **ADDING** new **Section 10.10.4.11** “Any restrictions on the Member’s freedom of choice among Transportation Providers, in accordance with 42 C.F.R. § 438.10(g)(2)(vi).”
  - e) **ADDING** new **Section 10.10.4.12** “Information on member’s rights and responsibilities, including, in conformance with State and Federal law. Information on member’s rights and protections, as specified in 42 § C.F.R. 438.100.”
8. **Section 12.4.1.5** is amended by **UPDATING** the text as follows: “Modifications required by EOHHS must be incorporated by the Contractor within ten (10) Calendar Days of notification.”
9. **Section 12.5 Computer and Information Interchange Standards** is amended as follows:
  - a) In **Section 12.5.4** **REPLACING** “broker” with “Contractor”.
  - b) **ADDING** new **Section 12.5.14** “The Contractor must implement an Application Programming Interface (API) that meets the criteria specified at 42 C.F.R. § 431.60, which must include all requirements specified in 42 C.F.R. § 438.10(h)(1) and (2). [42 CFR § 438.242(b)(5) and (6) and 42 C.F.R. 457.1233(d)(2)and (3)]”
10. **Section 13.14.3.3** is amended by **DELETING** the language in its entirety and **REPLACING** with the following:

“Total trips for Dialysis, Oncology Treatment and Substance Use Disorder Providers must have a complaint free rate of no lower than ninety-nine-point nine percent (99.9%).”

11. **Section 14.12 Prohibited Affiliations** of this Attachment is amended by **DELETING** the language in its entirety and **REPLACING** with the following:
- “14.12.1 In accordance with 42 C.F.R. § 438.610, the Contractor may not knowingly have a relationship with the following:
- 14.12.1.1 An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
  - 14.12.1.2 An individual who is an affiliate, as defined in the Federal Acquisition
- 14.12.2 The relationships described are as follows:
- 14.12.2.1 A director, officer, or partner of the MCO.
  - 14.12.2.2 A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230.
  - 14.12.2.3 A person with beneficial ownership of five (5) percent or more of the MCO's equity.
  - 14.12.2.4 A network provider or person with employment, consulting, or other arrangement with the MCO for the provision of items and services that are significant and material to the MCO's obligations under its contract with the State.
  - 14.12.2.5 An individual who is excluded from participation in any Federal Health care program under Section 1128 or 1128A of the Act.
  - 14.12.2.6 The State must ensure through its contracts that each MCO, PIHP, PAHP, PCCM and any subcontractors: (1) Provides written disclosure of any prohibited affiliation under 42 C.F.R. § 438.610; (2) provides written disclosures of information on ownership and control required under 42 C.F.R. § 455.104 and (3) reports to the state within sixty (60) calendar days when it has identified the capitation payments or other payments in excess of amounts specified in the contract.
- 14.12.3 Procedure for Contractor Associating with Prohibited Affiliations
- 14.12.3.1 CMS contract rule 42 C.F.R. § 438.610(d) states: ‘The contract provides that if the State learns that an MCE has a prohibited relationship with a person or entity who is debarred, suspended, or excluded from participation in federal healthcare programs, the State,:
    - 14.12.3.1.1 Must notify the Secretary of the noncompliance;
    - 14.12.3.1.2 May continue an existing agreement with the MCE unless the Secretary directs otherwise;
    - 14.12.3.1.3 May not renew or extend the existing agreement with the MCE unless the Secretary provides to the State and to the Congress a written statement describing compelling reasons that exist for renewing or extending the agreement.
12. **Section 19.3.1** of this Attachment is amended by **DELETING** the language in its entirety and **REPLACING** with the following:

“The officials and entities described in Section 19.2 or their designees will have the right to enter the Contractor’s premises, physical facilities, equipment or any place where duties under this Agreement are being performed, to audit, inspect, monitor, or otherwise evaluate the work being performed, at any time. [42 C.F.R. § 438.3(h)]”

13. **Section 21.3 Attestation of Reports** is amended as follows:

- a) **REPLACING** the word “confirm” in **Section 21.3.2** with the word “conform”.
- b) **ADDING** new **Section 21.3.3** “Said attestation must attest to the accuracy, completeness, and truthfulness of claims and payment data, under penalty of perjury. [42 C.F.R. § 457.1201(o)].”

14. **Section 25.5.2** of this Attachment is amended by **DELETING** the language in its entirety and **REPLACING** with the following:

“For the last month of the Contract, EOHHS shall withhold seventy-five percent (75%) of the final payment to the Contractor for a maximum of one hundred eighty (180) Days from the due date of such amount. EOHHS may retain and offset this withhold if the Contractor does not fulfill its contractual obligations, some of which may extend past the term of the Agreement, including, but not limited to, paying EOHHS any outstanding Monetary Penalties and sanctions assessed during the term of the Agreement, paying EOHHS any Monetary Penalties and sanctions assessed after the term of the Agreement for any Contractor noncompliance that occurred during the term of the Agreement, or repaying EOHHS for payments made on behalf of ineligible Enrollees.”

#### **ATTACHMENT F-2: EOHHS General Terms and Conditions**

15. **Section 4.3 Payments to and from Contractor for Medicaid Eligibles** is amended by **ADDING** new **Section 4.3.7** “In accordance with 42 C.F.R. § 457.1201(p), the Contractor guarantees it will not avoid costs for services covered in its Contract by referring Enrollees to publicly supported health care resources.”

16. **Section 4.5 Contractor Withhold Arrangements for Performance Standards** is amended as follows:

- a) This **Section** is **RENAMED** “**Contractor Performance Standards**”;
- b) **Section 4.5.1** is **DELETED** in its entirety and **REPLACED** with the following: “The Contractor will be assessed each month for violation of any of the Performance Standards listed in Attachment F-5 “Contractor’s Performance Standards” in the amount of \$30,000 for each measure.”
- c) **Section 4.5.2** is **DELETED** in its entirety.
- d) **Section 4.5.5** is **DELETED** in its entirety.

17. **Section 8.8.2** is amended by **REPLACING** “F-5” with “F-6”.

#### **ATTACHMENT F-5: Contractor Performance Standards**

18. **Section 1.1.1** of this Attachment is amended as follows:

- a) The first sentence is **REPLACED** with the following: “The Contractor is expected to meet the following Performance Standards:”
- b) **REPLACE** the Performance Standard Measure of **Performance Metric 3 – High-Risk Provider Complaints** with the following:

“Total trips for Dialysis, Oncology Treatment, and Substance Use Disorder Providers must have a complaint free rate of no lower than ninety-nine-point nine percent (99.9%).”

- c) **RENAME Performance Metric 5 – Rhode Island Program Main Line Call Routing** and **REPLACE** the Performance Standard Measure with the following:  
“No more than thirty percent (30%) of all calls coming into the RI Program Main Line are to be routed to non-one hundred percent (100%) RI Program dedicated Call Center Representatives.”
  - d) **Performance Network 7 – Transportation Provider No-Shows** by **REPLACING** “point thirty three percent (.33%)” with (point twenty percent (0.20%).”
19. **Section 1.2.2** is **DELETED** in its entirety.
20. **Section 1.4.4** is **DELETED** in its entirety and **REPLACED** with the following:  
“Performance Goals may be subject to Corrective Action, Liquidated Damages and Quality Assurance reporting.”

#### **ATTACHMENT F-7: Contractor’s Capitation Rates and Rate Development**

- 21. This Attachment is **DELETED** in its entirety and **REPLACED** with a **NEW** Attachment **F-7: Contractor’s Capitation Rates**, attached hereto.

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

**IN WITNESS HERETO**, the parties have caused this Amendment 2 to be executed under Seal by their duly authorized officers or representatives as of the effective stated above:

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

**MEDICAL TRANSPORTATION  
MANAGEMENT, INC.:**

BY:

BY:

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

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

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

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

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

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

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

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

## **Attachment F-7: Contractor’s Capitation Rates**

### **Medicaid Population**

Capitation payments shall be paid as outlined in in the RFQ. Below are the capitation rates for the Medicaid population:

#### **Contract Period 2 for SFY 2025:**

<b>Rate Cell</b>	<b>Per Member, Per Month (PMPM)</b>
TB04 Children, 0-18	\$1.17
TB05 Adults, 19-64	\$12.30
TB06 Aged 65+	\$28.80

### **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. Budget for SFY 2025 for the Elderly Transportation Program: \$412,500
2. The RI TANF only rate is \$82.25 per monthly bus pass issued.

### **\*\*Anticipated Contract Value for Contract Period 2-3**

1. SFY 2025 Anticipated Contract Value: \$42,109,300
2. SFY 2026 Anticipated Contract Value: \$44,706,873

\*\*Such valuations are subject to change at EOHHS’ discretion.

**See Tables on following page.**

Contract Year: SFY 2025  
 Period: July 1, 2024 through June 30, 2025

Rate Cell	Description	Projected Members Months [2]	SFY 2024 Rates	SFY 2025 Rates	Change over SFY 2024 Rates	
					Dollars	% Increase
TB04	Children, 0-18 y.o.	1,458,533	\$ 1.14	\$ 1.17	\$ 0.03	2.63%
TB05	Adults, 19-64 y.o.	2,084,152	\$ 11.95	\$ 12.30	\$ 0.35	2.93%
TB06	Aged, 65+ y.o.	337,769	\$ 27.99	\$ 28.80	\$ 0.81	2.89%
ETP	Elderly Transportation Program [1]	12	\$ 393,750	\$ 412,500	\$ 18,750	4.76% per month
Anticipated Value of Contract [3]			\$ 40,747,498	\$ 42,019,300	\$ 1,271,802	3.12%

Note 1. ETP is paid as a fixed monthly amount.  
 Note 2. Projection based on estimates adopted by Rhode Island's Caseload Estimating Conference in May 2024.  
 Note 3. Total value of contract will be determined by actual enrollment.

Forecast (May CEC Adopted)

Rate Cell	Description	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
TB04	Children, 0-18 y.o.	119,643	119,985	120,329	120,674	121,019	121,365	121,712	122,061	122,410	122,760	123,111	123,464
TB05	Adults, 19-64 y.o.	170,962	171,451	171,942	172,435	172,928	173,423	173,919	174,417	174,916	175,417	175,919	176,423
TB06	Aged, 65+ y.o.	27,707	27,786	27,866	27,946	28,026	28,106	28,186	28,267	28,348	28,429	28,510	28,592
Total Revenue by Month (inc. ETP)		\$ 3,453,277	\$ 3,461,967	\$ 3,470,712	\$ 3,479,484	\$ 3,488,255	\$ 3,497,053	\$ 3,505,864	\$ 3,514,730	\$ 3,523,609	\$ 3,532,514	\$ 3,541,432	\$ 3,550,405

