

**PROPOSALS MUST BE SEALED & ADDRESSED TO:**

AGENCY ADDRESS:

See RFP Section 5.5 Submitting a Proposal

**REQUEST FOR PROPOSAL**  
**THIS IS NOT AN ORDER**

VENDOR (Name and Address)

☐ Remove from Vendor list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # Solicitation S-0832 DMS-20. Late proposals will be rejected. Proposals **MUST** be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact the person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals **MUST** be in this office no later than

**08/30/2019 at 2:00 P.M. CT**

Name (Contact for further information)

**Diana I. Cleven, Purchasing Manager**

Phone

(608) 266-1917 or DHSPurchasement@wi.gov

Date

07/23/2019

Quote Price and Delivery FOB

Destination, Freight Prepaid and Included

☐ Public Opening

☒ No Public Opening

Description

DEPARTMENT OF HEALTH SERVICES  
REQUEST FOR PROPOSAL

**Non-Emergency Medical Transportation (NEMT) Services**  
**S-0832 DMS-20**

Payment Terms: Per Contract

Delivery Time: Per Contract

☐ We are the prime contractor and a corporation or other legal entity.

☐ We claim minority vendor preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Vendor must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson Ave., Madison, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We claim disabled veteran owned business bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States. ☐ Yes

☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Vendor, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone

Fax

Signature of Above

Date

Email:

This form can be made available in alternate formats to individuals with disabilities upon request.

# Non-Emergency Medical Transportation Services

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## Non-Emergency Medical Transportation Services

### DEFINITIONS

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

<b>ACD:</b>	Automatic Call Distribution.
<b>ADA:</b>	American with Disability Act.
<b>Agency, Department, or DHS:</b>	The Wisconsin Department of Health Services.
<b>ASL:</b>	Acceptable Service Level.
<b>Authorized Users:</b>	Includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use statewide contracts, as established in §§ 16.70 (1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes and § PRO-D-30 of the State Procurement Manual.
<b>Business Day:</b>	Includes every official work day of the week, Monday through Friday, 8 am through 5 pm, exclusive of public holidays and weekends.
<b>CLA:</b>	BadgerCare Plus Childless Adults members who are under One-hundred percent (100%) Federal Poverty Line. As of April 1, 2014, childless adults are eligible for Standard Plan benefits.
<b>CMS:</b>	Center for Medicare and Medicaid Services.
<b>Contract or Agreement:</b>	The written agreement between the successful Vendor and the State covering the goods and services to be performed pursuant to this RFP.
<b>Contract Administrator:</b>	The Department employee responsible for the implementation, administration, and completion of the Contract.
<b>Contract Manager:</b>	The Department employee responsible for oversight of the implementation, administration, and completion of the Contract.
<b>CPR:</b>	Cardio Pulmonary Resuscitation.
<b>Critical Transportation:</b>	Transportation to life sustaining appointments related to dialysis, cancer treatment, and transplants.
<b>Day:</b>	A calendar day, unless specifically identified as a business day.
<b>Disabled Veteran-Owned Business Enterprise (DVB):</b>	A business that has been certified by the Wisconsin Department of Administration Supplier Diversity Program as a Disabled Veteran-Owned Business Enterprise.
<b>EBD Medicaid:</b>	The part of Wisconsin's Medicaid program that provides coverage to elderly, blind and disabled individuals.
<b>Escort:</b>	A medically-necessary person not provided by the Supplier, such as a family member or friend. The Supplier shall verify medical necessity with the member's health care provider.
<b>HMO:</b>	Health Maintenance Organization.
<b>HSV:</b>	Human Service Vehicles
<b>Immediate Family:</b>	Immediate family includes the following: Someone's spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law, sisters in law, daughters in law and sons in law, adopted, half, and step family members.

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<b>Implementation Date:</b>	The date whereby the supplier provides NEMT services under the terms of the resulting Contract from this RFP. The implementation date will occur after the Contract has been signed and after the transition phase has been enacted.
<b>Late Trip:</b>	A late trip is defined as transportation arriving fifteen (15) or more minutes after the scheduled pick-up time.
<b>Major Cities:</b>	For the purposes of this RFP, a major city is defined as any city within Wisconsin that has a population of more than sixty-six thousand (66,000) inhabitants. This would include the following cities in Wisconsin – Milwaukee, Madison, Green Bay, Kenosha, Racine, Appleton, Eau Claire, Waukesha and Oshkosh.
<b>Master Service Agreement (MSA):</b>	For the purposes of this RFP, a Master Service Agreement is the Template Agreement the Vendor will use for all transportation providers due for provision to the Department as part of this RFP.
<b>Medically Necessary:</b>	Means a medical assistance service under ch. DHS 107.
<b>Members:</b>	For the purposes of this RFP, a member is defined as any person within Wisconsin enrolled and eligible in one of the following programs: Wisconsin Medicaid (including IRIS), BadgerCare Plus, Family Planning Only Services, Tuberculosis-Related Services Only Benefit, BadgerCare Plus Express Enrollment for Pregnant Women.
<b>Minority Business Enterprise (MBE):</b>	A business that has been certified by the Wisconsin Department of Administration Supplier Diversity Program as a Minority Business Enterprise under Comm. §§ 105.14, 105.21, or 105.23.
<b>Mobile Responsive:</b>	A software framework built and designed specifically to transition between mobile, tablet and PC interface consistently and flawlessly.
<b>Municipality:</b>	Any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (§ 16.70(8), Wis. Stats.).
<b>NEMT:</b>	Non-Emergency Medical Transportation.
<b>NPI:</b>	National Provider Identifier.
<b>PBX:</b>	Public Branch Exchange.
<b>PMPM:</b>	Per Member Per Month.
<b>Procurement Manager:</b>	The Procuring Agency's procurement specialist or other person responsible for overseeing and administering the procurement process for a Proposal.
<b>Procuring Agency:</b>	The Wisconsin Department of Health Services.
<b>Provider:</b>	A group or company that provides a specified service as defined by the proceeding qualifying term.
<b>Provider Service Agreement:</b>	For the purposes of this RFP, a Provider Service Agreement is the Agreement made by the Department and the eventual supplier to the requirements, terms and conditions as listed within this RFP and ensuing Contract pertaining to the provision of NEMT services to the State of Wisconsin.
<b>RFP:</b>	A Request for Proposal.
<b>RIN:</b>	Record Identification Number.
<b>SFTP:</b>	Secure File Transfer Protocol.

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<b>SMV:</b>	Specialized Medical Vehicle.
<b>State:</b>	The State of Wisconsin.
<b>Subcontractor:</b>	A third party contractually engaged by the awarded Supplier to assist in the provision of goods or services enumerated in this solicitation and for which awarded Supplier has contracted with the Department to provide or perform.
<b>Supplier:</b>	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services.
<b>Transition Phase:</b>	The period after the resulting contract from this RFP has been signed and the supplier is focused on building and delivering the system into operation. An incumbent supplier would continue to provide services under the terms of the incumbent contract during this phase.
<b>Transportation Attendant:</b>	A person provided by the Supplier to assist the driver and to accompany a member or group of members during transport in order to ensure the safe operation of the vehicle and the safety of the members.
<b>Urgent Transportation:</b>	An unscheduled episodic situation in which there is no immediate threat to life or limb but the member must be seen on the day of the request and the treatment cannot be delayed until the next day; a hospital discharge; healthcare appointments established by healthcare providers allowing insufficient time for routine two day scheduling.
<b>Vendor:</b>	A person or firm submitting a response to a solicitation and a set of specifications.
<b>Valid Claim form:</b>	A form for the purpose of claiming reimbursement for services rendered under this contract, including and not limited to, claims by electronic media or electronic submission. At minimum, every claim submitted shall be signed, certifying to the truthfulness, accuracy and completeness of the claim.

# Non-Emergency Medical Transportation Services

## 1.0 INTRODUCTION AND PURPOSE

### 1.1 Purpose and Scope of the Request for Proposal

The Wisconsin Department of Health Services (the Department) is seeking proposals for Non-emergency Transportation Services, and intends to use the results of this process to award a Contract.

The Department of Health Services does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Proposals that require a minimum number of commodities or services be ordered will be disqualified.

Under 42 CFR § 431.53, state Medicaid programs are required to ensure necessary non-emergency medical transportation (NEMT) for members to and from Medicaid-covered services. The purpose of this RFP is to provide interested parties with information to enable them to prepare and submit a proposal to manage the NEMT program for Medicaid and BadgerCare Plus members in the State of Wisconsin. The Department intends to use the results of this solicitation to award a Contract to one Vendor for the statewide management of the NEMT program.

As the Department's NEMT manager, the Supplier will be responsible for arranging and paying for transportation to covered services for members enrolled in the following programs:

- Wisconsin Medicaid
- BadgerCare Plus
- Family Planning Only Services
- Tuberculosis-Related Services-Only Benefit
- BadgerCare Plus Express Enrollment for Pregnant Women

The Supplier will not be responsible for arranging and paying for transportation to covered services for the following members:

- Members residing in a nursing home.
- Members enrolled in Family Care, Family Care Partnership, or the Program of All-Inclusive Care for the Elderly (PACE).
- Members enrolled in a limited-benefit plan, including the Wisconsin Well Woman Program, the Wisconsin Chronic Disease Program, SeniorCare, Alien Emergency Services, or a Medicare Savings Program.

The Department reserves the right to modify the included and excluded populations and/or covered and non-covered services, within parameters set by the Federal government for the Medical Assistance Program. Potential changes may include the addition or deletion of certain populations or the inclusion or exclusion of certain services or other significant program changes as defined and published by the Department. For instance, in April 2014, the childless adult population was included into the capitation

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rate by the State, as they became eligible for Medical Assistance coverage, which increased the number of recipients of the NEMT service and added an extra category. Therefore, the Department reserves the right to negotiate a change to the base per member per month (PMPM) rate in response to these policy changes.

The Supplier's responsibilities include, but are not limited to:

- A. Informing and educating members on the NEMT program and process.
- B. Verifying member eligibility for Medicaid or BadgerCare Plus.
- C. Assessing transportation needs.
- D. Authorizing transportation services.
- E. Scheduling and assigning trips.
- F. Coordinating trip status information with supporting networks, such as HMOs, counties, tribes, and other community service providers.
- G. Operating a call center.
- H. Recruiting, maintaining, and improving a transportation provider network in Wisconsin.
- I. Ensuring compliance with driver and vehicle requirements.
- J. Providing reimbursement for transportation services.
- K. Developing and implementing a quality monitoring plan.
- L. Collecting transportation data.
- M. Providing administrative oversight.
- N. Submitting management reports.
- O. Protecting member confidentiality.
- P. Maintaining adequate staff and facilities.
- Q. Interacting directly with the Department, the Department's Fiscal Agent, and any other support agency authorized to work on behalf of the Department to provide the services detailed throughout the RFP.

### 1.2 Background/History

Medicaid is a public program that provides health care coverage to low-income individuals in the following eligibility categories:

- Children.
- Pregnant women, parents, and caretakers.
- Adults without dependent children.
- Elderly, blind, and disabled individuals.

The program covers a wide range of health care benefits, including hospital, physician, dental, behavioral health, and other healthcare services.

All states operate Medicaid programs, which are jointly administered by the Federal and State governments. At the Federal level, CMS oversees Medicaid and is responsible for setting general

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policies and rules. At the State level, the Department administers the Medicaid program and is responsible for policy development, day-to-day operations, and program oversight. Medicaid programs are funded jointly by the Federal and state governments.

The term “BadgerCare Plus” is used to refer to the part of Wisconsin’s Medicaid program that provides coverage to children, pregnant women, parents, caretakers, and adults without dependent children. The term “EBD Medicaid” is used to refer to the part of Wisconsin’s Medicaid program that provides coverage to elderly, blind, and disabled individuals.

Under 42 CFR § 431.53, state Medicaid programs are required to ensure necessary non-emergency medical transportation (NEMT) to and from Medicaid-covered services for members who have no other way to get to their healthcare appointments. Effective July 2011, the Department implemented a manager model to oversee the NEMT program for certain Medicaid and BadgerCare Plus members. Effective September 2012, the Department expanded the manager model statewide.

The Department’s goals of the NEMT manager model are to:

- Ensure that all eligible members have reasonable and timely access to transportation to and from Medicaid-covered services.
- Ensure that eligible members use the most appropriate and economical mode of transportation.
- Eliminate Medicaid fraud and abuse and increase efficiency in the NEMT program.
- Collect and report data related to NEMT utilization.

### 1.3 2018 NEMT Request for Proposals

NEMT was issued as a Request for Proposals (RFP) solicitation in 2018. Please review this link for information from that solicitation [S-0663 DMS-18](#).

RFP Exhibit 1 – 2019 NEMT RFP Changes and Options provides an overview of changes since the publication of the previous solicitation.

### 1.4 Cost Structure History

The RFP [1748 DHCAA-JS](#) procurement required that the Vendors provide a Per Member Per Month all-inclusive capitated rate for each of three populations: Elderly, Blind, & Disabled (EBD), children, and Parents & Caretakers. These rates were a fixed monthly capitated rate for each respective population for the initial three-year contract term. Rates were negotiated at the beginning of each contract renewal period. The BadgerCare Plus Childless Adults (CLA) population was introduced in April 2014. No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses were to be proposed or charged to the ensuing contract.

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The payment structure for NEMT services under this request for proposal is a risk-based, prospective capitated payment structure. See Section 6.3 *NEMT Payment Structure for NEMT Services* for additional information.

### 1.5 Contract Term

The Contract shall be effective on the date indicated on the purchase order or the execution date of the accompanying Contract and shall run for three (3) years from that date, with an option by mutual agreement of the Agency and the Supplier, to renew for an additional two (2), one-year periods.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Department.

### 1.6 Number of Contracts

It is the intention of the Department to award a single Contract for the services required in this solicitation. However, the Supplier(s) shall not have exclusive rights to provide all services covered under the Contract during the term of the Contract(s) or any extension thereof.

### 1.7 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number S-0832 DMS-20 and be directed to the Department Procurement Manager: Diana I. Cleven at [DHSProcurement@wi.gov](mailto:DHSProcurement@wi.gov).

Any contact or communication with any employee or officer of the State of Wisconsin concerning this RFP except the Procurement Manager is strictly prohibited from the date this RFP is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract with the Department may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

### 1.8 eSupplier System Registration

Registration on the State of Wisconsin's eSupplier System (<https://esupplier.wi.gov>) is available free of charge to all businesses and organizations. By registering on eSupplier, a Vendor may register for a Vendor's list for any commodity or service the Vendor is interested in providing to the State. The eSupplier System also provides automatic email notification each time a State Agency, including the University of Wisconsin System campuses, posts a solicitation with an estimated value over \$50,000 in their designated commodity and/or service area(s). Only registered Vendors with a valid email address at the time a solicitation is posted will receive email notifications of amendments. Vendors who obtain the solicitation from a third party, through the State of Wisconsin Public Notices website, or by any other means assume the responsibility for checking for updates to the solicitation.

## Non-Emergency Medical Transportation Services

### 1.9 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

### 1.10 Other Eligible Parties

Wisconsin Statutes §16.73 establishes authority to allow Wisconsin Municipalities to purchase from State contracts. This gives Vendors the opportunity for additional sales without additional bidding, while assisting Municipalities with expedited purchases.

For the purposes of this solicitation, participation in Wisconsin's cooperative purchasing service is:

☐ MANDATORY: Vendors must agree to furnish the commodities or services of this Bid/Proposal to Wisconsin municipalities. Vendors should note any special conditions on form [DOA – 3333](#).

☒ OPTIONAL: Vendors may or may not agree to furnish the commodities or services of this Bid/Proposal to Wisconsin municipalities. A Vendor's decision on participating in this service has no effect on awarding this Contract. Vendors should indicate their decision on form [DOA – 3333](#).

In addition to Wisconsin's cooperative purchasing service, this Contract may be utilized by other Wisconsin State agencies, Managed Care Organizations, and non-profit organizations specifically linked by their missions to the Department.

## Non-Emergency Medical Transportation Services

### 2.0 VENDOR QUALIFICATIONS

All Vendor qualifications in this section are mandatory. Failure to meet a qualification will disqualify your Proposal. However, the Department reserves the right to waive any qualification if no Vendor is able to satisfy that qualification.

Before the award of any Contract, the Department shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Proposal. It is the Vendor's responsibility to acquaint the Department with these qualifications by submitting appropriate or supporting documentation.

Vendors must have a minimum of five (5) years' experience managing NEMT services for a population of at least 600,000 members prior to the date of this solicitation.

Provide your attestation on Attachment B – Vendor Checklist. Please also identify one (1) or more contacts on the Vendor Reference Form ([DOA-3478](#)) who can verify your firm meets this requirement.

## Non-Emergency Medical Transportation Services

### 3.0 REQUIREMENTS

This section of the solicitation contains an overview and description of the Department objectives and requirements, categorized by process areas. The Vendor is required to provide narrative responses in this section, outlining the specifics of how their proposed solution will meet the associated objectives and requirements.

**Instructions:** Use the response sections below to provide specific details of the proposed approach to meeting the objectives and functional requirements in each process area. Responses in this section must be highly focused on the Department requirements and not generic or marketing descriptions of capabilities. Responses should be comprehensive and contain details of the full solution being proposed.

#### 3.1 NEMT Management Experience

The Vendor must have experience as an NEMT Manager for State, Federal and/or Local transportation programs where the Vendor:

- a. Managed NEMT services for a population of at least 600,000 members with a minimum of five (5) years' experience.
- b. Managed NEMT services in diverse geographic locations including: urban, suburban, rural, and remote rural areas.
- c. Worked with member populations who were frail, elderly, disabled, low-income, racially and culturally diverse, and had limited English proficiency.
- d. Recruited, trained, and retained a diverse statewide transportation provider network, including enforcing performance and contracting standards.
- e. Established statewide reimbursement rates and processes for network providers, including electronic processing of claims.
- f. Operated a call center with multiple service lines and handled more than 100,000 calls per month.
- g. Maintained an adequate computer system to support all operational and reporting functions of an NEMT program.
- h. Provided education, training, and outreach to diverse member populations and a variety of different stakeholder groups.

Vendor Response #1: Describe your experience and demonstrated abilities working as an NEMT Manager for State, Federal, and/or Local transportation programs, including your experience and demonstrated abilities with all of the requirements listed in Section 3.1. Include the number of years of your experience, the number of Medicaid members you served, and how your experience working with other transportation programs relates to your ability to meet the requirements of this RFP. List any NEMT contracts ended during the most recent three (3) years of your five (5) year minimum or more experience, by request of the client, prior to the contract expiration date, including the reason for early termination.

## Non-Emergency Medical Transportation Services

### 3.2 Provision of NEMT Services

The Supplier shall arrange and pay for NEMT services to and from Medicaid-covered services for eligible members. The Supplier shall ensure that NEMT services are available twenty-four (24) hours per day, seven (7) days per week, and every day of the year, without exception, including holidays.

The Supplier may arrange for NEMT services by:

- a. Negotiating service agreements with qualified transportation providers, including ambulance providers, Specialized Medical Vehicle (SMV) providers, and common carriers.
- b. Leveraging public transportation when the member has the capacity to use such service.
- c. Providing mileage reimbursement where the member or their representative provided the transportation.

The Supplier shall follow all policy guidelines established in ForwardHealth Online Handbooks <https://www.forwardhealth.wi.gov/WIPortal/Subsystem/KW/Display.aspx> , this RFP and resulting Contract. Additionally, the Supplier must strictly comply with all applicable State and Federal regulations including, but not limited to, 42 CFR 431.53 (<https://www.gpo.gov/fdsys/search/searchresults.action?st=42+CFR+431.53> ) and 42 CFR 440.170 (<https://www.gpo.gov/fdsys/granule/CFR-2012-title42-vol4/CFR-2012-title42-vol4-sec440-170> ).

The Supplier shall implement the requirements of this RFP, and resulting Contract, no later than the mutually agreed upon date. The Supplier agrees that the Department be entitled to assess penalties, if the Supplier fails to comply with the requirements of this RFP and resulting Contract, including a failure to fully implement by the Implementation Date. The Supplier shall, at the sole discretion of the Department, be subject to a penalty, in an amount up to \$20,000 per day of noncompliance, or per day of delay in implementation, not to exceed one-half of the annual value of the Contract. The Department may collect penalties assessed either by deduction from the Supplier's invoices or by direct billing to the Supplier.

#### 3.2.1 Authorization Process

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The Vendor shall develop an authorization process to determine a member's eligibility and need for requested NEMT services.

The Supplier's authorization process must provide the ability for members, members' representatives, healthcare facilities, providers and caseworkers to request NEMT services by phone and through an online reservation system that is mobile responsive. The Supplier may require members to contact the Supplier to request NEMT services at least two (2) business days prior to a scheduled appointment, with the exception of urgent care and follow-up appointments when the timeframe does not allow advance scheduling. The two (2) business day advance scheduling includes the day of the call but, not the day of the appointment.

When requesting NEMT services, the member is responsible for providing:

## Non-Emergency Medical Transportation Services

- a. Accurate and complete information to determine the need for NEMT services.
- b. Information on Medicaid eligibility.
- c. Information, when requested, related to the need for services.

The Supplier shall accept the information provided verbally by the member or the member's representative as valid when determining the need for NEMT services unless the Supplier has cause to doubt the validity of the provided information, in which case the Supplier may require documentation of that information.

Through its authorization process, the Supplier shall:

- a. Verify a member's Medicaid eligibility using a daily ForwardHealth member eligibility file, the ForwardHealth Portal, the ForwardHealth Automated Voice Response system, commercial enrollment verification vendors, 270/271 Health Care Eligibility/Benefit Inquiry and Response transactions, or a phone call to ForwardHealth Provider Services.
- b. Consider the member's needed level of transportation and ability to provide for his or her transportation outside of the NEMT program, pursuant to ForwardHealth NEMT policy.
- c. Notify the member of the authorization decision and provide verbal notice to the member within two (2) business days after the business day on which the service authorization request is received or no later than one (1) business day(s) prior to the requested trip, whichever is sooner.
- d. Notify the member of transportation arrangements and confirm with the member the pick-up time for transportation to healthcare appointments.

Vendor Response #2: Describe your proposed authorization process and how it will meet all of the requirements in Section 3.2.1.

### 3.2.2 Denial Process

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The Supplier may deny requests for NEMT services that meet one (1) or more of the following criteria:

- a. The member is not eligible for NEMT services on the date of service.
- b. The healthcare appointment for which the NEMT service is requested is not a Medicaid-covered service.
- c. The member has access to available transportation and states that they do not require financial assistance.
- d. Transportation to the healthcare appointment for which the NEMT service is requested is covered under another program.
- e. The healthcare appointment is not scheduled or was not kept.
- f. The member did not request the NEMT service timely, as described in this RFP.

## Non-Emergency Medical Transportation Services

- g. Additional documentation was requested to determine the validity of verbally-provided information and was not received timely.
- h. The member refuses the appropriate mode of transportation.
- i. The member refuses the transportation provider assigned to the trip and another appropriate transportation provider is unavailable.
- j. The member refuses to cooperate in determining the status of his or her Medicaid eligibility.
- k. The member exhibits uncooperative behavior or misuses/abuses NEMT services.
- l. The member is not ready to board NEMT transport ten (10) minutes after the scheduled pick-up time.

The Department, at its sole discretion, may add, modify, or delete denial criteria or reasons without additional payment to the Supplier or a contract amendment. Additionally, the Department, at its sole discretion, may review and reverse a denial decision made by the Supplier.

For denied NEMT requests, the Supplier must:

- a. Enter the reason(s) for the denial in its database.
- b. Verbally notify the member of the denial on the same day as the denial decision.
- c. Generate and mail a denial letter to the member no later than the next business day following the date of the denial decision. The denial letter must notify the member of the right to appeal the denial and include appeal and fair hearing information. The Department will work with the Supplier to develop the criteria for sending denial notices and will review and approve the template denial letter. The Supplier must use a current denial letter template that has been approved by the Department.

For transportation requests that the Supplier incorrectly denied, the Supplier must:

- a. Verbally notify the member of the correction on the same day that the correction was made.
- b. Generate and mail a letter to the member to confirm the correction no later than the next business day following the date of the correction.

Vendor Response #3: Describe your process for denying NEMT requests and how your process will meet all of the requirements in Section 3.2.2, including your process for reversing incorrect denials to prevent unsuccessful trips.

### 3.2.3 Scheduling

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The Supplier shall schedule the most appropriate mode of transportation that meets the member's needs pursuant to ForwardHealth policy outlined in the ForwardHealth NEMT Online Handbook. The Supplier must consider the member's current level of mobility and functional independence when determining the most appropriate mode of transportation for a member.

## Non-Emergency Medical Transportation Services

The Supplier must utilize an automated method to schedule authorized NEMT services and must ensure that dispatching activities are performed efficiently. The Supplier must use a scheduling method capable of accommodating recurring trips, one-time trips, advance reservations, hospital and emergency room discharges, and urgent trips.

The Supplier shall assign a transportation provider no less than one (1) business day prior to the appointment date, where the member followed the authorization process described under Section 3.2.1.

The Supplier shall not change a scheduled transportation provider within one (1) business day of the appointment date, except for reasons related to safety, quality, vehicle availability, or urgent transportation.

Vendor Response #4: Describe your proposed scheduling process and how your process will meet all of the requirements in Section 3.2.3.

### 3.2.4 Urgent Transportation

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The Supplier must provide urgent transportation within a maximum of three (3) hours of the time the request is made. Urgent transportation, for the purpose of this RFP, is defined as:

- a. An unscheduled episodic situation in which there is no immediate threat to life or limb but the member must be seen on the day of the request and treatment cannot be delayed until the next day.
- b. A hospital discharge.
- c. Healthcare appointments established by healthcare providers allowing insufficient time for routine two (2) day scheduling.

The Supplier may verify with the healthcare provider that the need for urgent transportation exists.

The Supplier must notify the member immediately of the authorization decision and provide verbal notice to the member for urgent transportation requests.

Vendor Response #5: Describe your proposed process for providing urgent transportation, including if you are able to provide urgent transportation within the designated timeframe.

### 3.2.5 Additional Riders

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The Supplier shall accommodate medically-necessary additional riders, defined as:

- Medically-necessary escorts
- A guardian of a minor member
- A newborn traveling with the member to the member's post-partum visit

## Non-Emergency Medical Transportation Services

The Supplier shall accommodate additional riders who are not medically-necessary under the following circumstances:

- Additional rider(s) requested by a healthcare facility
- Additional rider(s) under the care of the member
- Additional rider(s) who are legal dependents of the member
- An additional rider acting as a support person for the member

Vendor Response #6: Describe your process for accommodating all additional riders.

### 3.3 Transportation Provider Network

The Supplier shall create a transportation provider network that includes ambulance providers, Specialized Medical Vehicle (SMV) providers, and common carriers. Common carriers may include volunteer drivers who are reimbursed for their mileage, but not their services. Standards for each mode of transportation are described in detail within this RFP. Please refer to Section 8, Addenda 1 - 2019 NEMT, Addenda 1.1 – 7.2 for specified trip data.

#### 3.3.1 Transportation Provider Network

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The Vendor must be independent in relationship from the entire population of transportation providers contracted for the provision of NEMT services under this RFP. For purposes of this Contract, independence is defined as the absence of full or partial ownership of, financial investment in, a non-appraisal business agreement with, litigation, or any other relationship, inclusive of immediate family members, to or with a Transportation Provider contracted for the provision of NEMT services under this RFP and/or their parent company(ies) that may affect or be construed to affect the conduct of NEMT services. The Department shall be the sole judge of acceptable degree of independence.

The Supplier shall avoid conflicts of interest. If an unforeseen conflict arises during the course of the Contract, the Supplier shall immediately cease providing trip requests to the Transportation provider, promptly disclose the conflict to the Department, and shall not continue providing trip requests to that Transportation provider without the written consent of the Department.

The Supplier shall negotiate service agreements with ambulance providers, SMV providers, and common carriers within its transportation provider network. The Supplier is not required to negotiate service agreements with volunteer drivers. The Supplier shall maintain in its files a copy of the Supplier's executed service agreement for each contracted transportation provider.

Service agreements must include the minimum following requirements:

- a. Prohibition from sub-contracting NEMT services to a third-party.
- b. Payment administration plan.

## Non-Emergency Medical Transportation Services

- c. Levels of transportation provided.
- d. Attendant services.
- e. Telephone and vehicle communication systems.
- f. Computer requirements.
- g. Scheduling plan.
- h. Pick-up and delivery standards.
- i. Urgent transportation service conditions and availability.
- j. Driver and attendant qualifications.
- k. Driver conduct.
- l. Vehicle requirements.
- m. Back-up service arrangements.
- n. Quality assurance standards.
- o. Non-compliance with standards.
- p. Training for drivers and attendants.
- q. Confidentiality of information.
- r. Indemnification language.
- s. Evidence of adequate insurance.
- t. Ability to interface with the Supplier's electronic tracking system (described later in Section 3.4.2).
- u. Submission of documentation as required by the Department.

All service agreements must also include the following provision:

*“In the instance of default by the Supplier, at the request of the Department of Health Services, the agreement will pass to the Department or its agent for continued provision of transportation services. All terms, conditions, and rates established by the agreement shall remain in effect until or unless renegotiated with the Department or its agent subsequent to default action or unless otherwise terminated by the Department at its sole discretion.”*

The Supplier must submit a finalized Master Service Agreement (MSA) that the Supplier will use with transportation providers within ten (10) business days following issuance of the intent to award the Contract for Department review and approval. The Supplier must submit all amendments to the MSA to the Department for its review and approval.

The Supplier must terminate a service agreement with a transportation provider when substandard performance is identified and when the transportation provider has failed to take satisfactory corrective action within a reasonable period of time. The Department reserves the right to direct the Supplier to terminate any service agreement with a transportation provider when the Department determines it to be in the best interest of the State.

Vendor Response #7: Submit a copy of the proposed Master Service Agreement that addresses all of the requirements listed within Section 3.3.1.

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### 3.3.2 Transportation Providers

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The Supplier shall contract with ambulance providers, Specialized Medical Vehicle providers, and common carrier providers. The Supplier shall ensure and monitor that all transportation providers meet all driver/attendant standards and all vehicle standards. The Supplier shall develop other strategies to improve the quality of Wisconsin's transportation provider network, such as recruitment, screening, training, monitoring, or other strategies. The Supplier shall not permit transportation to be provided where the vehicle or driver does not meet the standards and requirements stated in this RFP and resulting Contract. The Acceptable Service Level (ASL) is one-hundred percent (100%) compliance. Where the Department determines in its sole discretion that the ASL is not met, the Department shall assess a penalty of up to \$1,000 per instance where the ASL is not met.

All vehicles shall display:

- Exterior vehicle signage that identifies the company. Transportation providers receiving more than three (3) total complaints relating to missing exterior vehicle signage must use permanent vehicle signage.
- Interior signage in a conspicuous location that is legible at all times from the rear seat informing members of the call center service lines, including the 'where's my ride' line, reservations line, and complaints line.

The Supplier shall maintain a sufficient number of transportation providers relative to ridership within each county to meet or exceed the standard service level agreement of one (1) hour pick-up for 'will call trips' and three (3) hours for urgent requests.

Owner-operators - Drivers providing services while operating their own vehicles who are non-volunteers are deemed as individual unique transportation providers. Each driver performing trips under the structure of a transportation network company is deemed as a unique provider.

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#### 3.3.2.1 Ambulances

The Supplier shall only contract with ambulance providers that are Medicaid-enrolled and meet all ForwardHealth policy requirements described in the ForwardHealth Ambulance Online Handbook (<https://www.forwardhealth.wi.gov/wiportal/default.aspx>) and the Department Administrative Code ([https://docs.legis.wisconsin.gov/code/admin\\_code/dhs](https://docs.legis.wisconsin.gov/code/admin_code/dhs)). In certain specific instances, the Supplier may use an ambulance for SMV transportation.

If a hospital, clinic, or other originating facility coordinates the transportation directly with an ambulance provider, an ambulance provider must contact the Supplier within two (2) business days of dispatching the trip to obtain a trip

## Non-Emergency Medical Transportation Services

identification number (trip ID). (The ambulance provider must obtain a copy of the physician prescription and submit it to the Supplier.)

The Supplier shall reimburse claims from non-contracted ambulance providers for NEMT services that are directly coordinated by a hospital, clinic, or other originating facility (e.g., provided through the “post-authorization” process as described in ForwardHealth Update 2014-32 -

<https://www.forwardhealth.wi.gov/kw/pdf/2014-32.pdf>). The Supplier shall make a good faith attempt to negotiate a service agreement with any non-contracted ambulance provider that has submitted a claim to the Supplier through the post-authorization process in order to minimize the use of non-contracted providers. Failure to resolve post-authorizations completed by ambulance providers who correctly followed the post-authorization process constitutes non-compliance and will be deemed as the Supplier’s failure to provide transportation.

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### 3.3.2.2 Specialized Medical Vehicles (SMV)

The Supplier shall only contract with SMV providers that are Medicaid-enrolled and meet ForwardHealth policy requirements for SMVs as described in the ForwardHealth SMV Online Handbook

(<https://www.forwardhealth.wi.gov/wiportal/default.aspx>) and the Department Administrative Code ([https://docs.legis.wisconsin.gov/code/admin\\_code/dhs](https://docs.legis.wisconsin.gov/code/admin_code/dhs)).

The Supplier shall have available in its transportation provider network specialized medical vehicles equipped with restraints that secure cots and stretchers to the side and floor for transporting members confined to a cot or stretcher. The transportation provider network must have, at a minimum, one (1) transportation provider with SMVs equipped for cot and stretcher transportation available near major cities. SMVs that are used for cot or stretcher transportation must meet the additional requirements of the Department 107.23 (3) (b) 10. SMV Driver and Attendant Standards

(<https://www.forwardhealth.wi.gov/WIPortal/Subsystem/KW/Print.aspx?ia=1&p=1&sa=60&s=2&c=61&nt>).

The Supplier shall ensure that SMV drivers and attendants meet the following standards at all times:

- a. Drivers must have an appropriate and unrestricted (with the exception of corrective lenses) valid U.S. driver's license, be legally licensed by the State of Wisconsin to operate their assigned vehicle, and must be competent in their driving habits, as described throughout this RFP.
- b. Drivers and attendants must be at least twenty-one (21) years of age, be courteous and helpful to all passengers, and be neat and clean in appearance.

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- c. Drivers and attendants must have received all of the following prior to providing services:
  - i. Basic Red Cross or equivalent training in First Aid and Cardio Pulmonary Resuscitation (CPR) with hands-on training.
  - ii. Specific instructions on care of passengers in seizure.
  - iii. Specific instructions in the use of all ramps, lift equipment, and restraint devices used by the provider.
- d. Drivers and attendants must receive refresher training and remain current at all times in Basic First Aid and CPR.
- e. Drivers must report any citations they receive to the Supplier for recordkeeping and reporting to the Department upon request.
- f. Drivers must pass a criminal background check, with no felony convictions and may not have any felony convictions during the Contract period.
- g. Drivers must pass an initial drug test and random drug test at least once annually. The random drug test must be within 365 days of the last drug testing date.

The Supplier may establish additional standards. Any additional standards require written approval by the Department.

The Supplier shall not utilize, and must immediately remove from service, any driver or attendant in the following circumstances:

- a. Drivers who currently have a suspended, expired, or revoked commercial or other driver's license.
- b. Drivers who receive a citation and are convicted of two (2) moving violations per calendar year while providing transportation provided under this RFP.
- c. Drivers or attendants receiving two (2) or more complaints from passengers concerning the driver and attendant standards included in this RFP within a five (5) business day period until corrective action is taken.
- d. Drivers or attendants receiving a pattern of complaints related to unsafe or inappropriate behavior.

The Supplier shall document all complaints against drivers and attendants, which shall become a part of the driver or attendant's permanent record.

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### 3.3.2.3 Specialized Medical Vehicle Standards

The Supplier shall ensure that all transportation providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this RFP.

Vehicles and all components must comply with or exceed the manufacturers, State, and Federal safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract. Vehicles must

## Non-Emergency Medical Transportation Services

comply with all applicable Federal laws, including the Americans with Disabilities Act (ADA) regulations (<https://www.ada.gov/>).

The Supplier shall inspect the vehicles of contracted SMV providers annually for compliance with TRANS 301

([https://docs.legis.wisconsin.gov/code/admin\\_code/trans/301](https://docs.legis.wisconsin.gov/code/admin_code/trans/301)).

The Supplier shall immediately remove a vehicle from service under any of the following circumstances:

- a. The vehicle is found deficient with the Department's SMV licensing and equipment/restraint device requirements.
- b. The vehicle is found deficient with ADA regulations, Department of Motor Vehicles licensing requirements, safety standards, or the annual vehicle inspections by the Supplier for compliance with TRANS 301.
- c. The vehicle is placed out of service by the Wisconsin State Patrol.
- d. The vehicle's overall condition creates a health or safety hazard for the vehicle occupants.
- e. The vehicle's manufacturer malfunction indicator light is active, including, but not limited to, the check engine light or the brake light.
- f. The vehicle receives two (2) or more substantiated complaints from passengers concerning cleanliness, temperature deficiencies, or other deficiencies within a five (5) day period. The vehicle must be removed from service until the Supplier inspects the vehicle and takes the appropriate corrective actions. Substantiated complaints must be corrected prior to the vehicle re-entering service, and such actions must be documented and become a part of the vehicle's permanent record.
- g. The vehicle is found to be noncompliant with the vehicle standards created under this RFP or any other state or Federal standards (until verified for correction of deficiencies).

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### 3.3.2.4 Common Carrier Driver Standards

The Supplier shall ensure that common carrier drivers meet the following standards at all times:

- a. Drivers must be legally licensed by the State of Wisconsin to operate their assigned vehicle.
- b. Drivers must be competent in their driving habits, courteous and helpful to all passengers, and neat and clean in appearance.
- c. Drivers must pass a criminal background check, with no felony convictions and may not have any felony convictions during the Contract period.

## Non-Emergency Medical Transportation Services

- d. Drivers must pass an initial drug test and random drug test at least once annually.

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### 3.3.2.5 Common Carrier Vehicle Standards

The Supplier shall ensure that all common carrier transportation providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this RFP. Vehicles and all components must comply with or exceed the manufacturers, State and Federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract. Vehicles must comply with all applicable Federal laws, including the Americans with Disabilities Act (ADA) regulations (<https://www.ada.gov/>).

The Supplier shall immediately remove a vehicle from service under any of the following circumstances:

- a. The vehicle is found deficient with ADA regulations (<https://www.ada.gov/>), Wisconsin Department of Transportation licensing requirements (<http://wisconsin.gov>), Wisconsin insurance requirements (<https://oci.wi.gov/Documents/Consumers/PI-233.pdf>), safety standards (<http://wisconsin.gov/Documents/safety/veh-inspect/reconst-veh/305.pdf>), or TRANS 301 requirements([https://docs.legis.wisconsin.gov/code/admin\\_code/trans/301](https://docs.legis.wisconsin.gov/code/admin_code/trans/301)).
- b. The vehicle is currently placed out of service by the Wisconsin State Patrol.
- c. The vehicle's overall condition creates a health or safety hazard for the vehicle occupants.
- d. The vehicle's manufacturer malfunction indicator light is active, including, but not limited to, the check engine light and the brake light.
- e. The vehicle receives two (2) or more substantiated complaints from passengers concerning cleanliness, temperature deficiencies, or other deficiencies within a five (5) day period. The vehicle must be removed from service until the Supplier inspects the vehicle and takes the appropriate corrective actions. Such actions must be documented and become a part of the vehicle's permanent record.
- f. The vehicle is found to be noncompliant with the vehicle standards created under this RFP or any other State or Federal standards (until verified for correction of deficiencies).

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### 3.3.2.6 Unannounced Inspections

Separate from annual vehicle inspections, the Supplier shall perform at least one (1) unannounced vehicle inspection and trip compliance audit within each four (4)-month period for each unique transportation provider onsite at scheduled pick-

## Non-Emergency Medical Transportation Services

up and drop-off locations. The Supplier shall also perform additional unannounced inspections on transportation providers and service areas as requested by the Department.

Secret Rider Program: At no cost to the State, the Supplier shall develop and maintain a secret rider program that transports Supplier staff posing as members, to objectively evaluate the performance of contracted transportation providers in real-time.

Vendor Response #8: For each subsection, 3.3.2.1 through 3.3.2.5, respectively, describe your process for contracting with ambulance providers, Specialized Medical Vehicle providers, and common carrier providers. Describe your strategies to improve the quality of Wisconsin's transportation provider network, such as recruitment, screening, training, monitoring, or other strategies. Describe your process for performing unannounced vehicle inspections and how it will meet all of the requirements in Section 3.3.2.6.

### 3.3.3 Provider Training

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The Vendor shall develop an Orientation Plan for all contracted transportation providers that includes, at a minimum:

- a. An overview of the NEMT program and division of responsibilities between the Supplier and transportation providers.
- b. An overview of applicable State statutes, Wisconsin Administrative Code, and ForwardHealth policies.
- c. Vehicle requirements.
- d. Procedures for handling accidents, moving violations, and vehicle breakdowns.
- e. Driver qualifications and conduct.
- f. The proper use of attendants.
- g. Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the member.
- h. Scheduling procedures for after hours, weekends, and holidays.
- i. Procedures for handling requests for urgent transportation.
- j. Criteria for trip assignments.
- k. Dispatching and delivery of services.
- l. The process for reporting trip issues and deviations from the scheduled pick-up time.
- m. Procedures for obtaining reimbursement for authorized trips.
- n. Driver standards and requirements during pick-up, transport, and drop-off.
- o. Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs.
- p. Procedures for handling complaints from members or providers.

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- q. Procedures for notifying members when services are denied or terminated by the Supplier.
- r. Criteria and procedures for documenting and notifying members when services are denied or terminated by the transportation provider.
- s. Procedures, sensitivity, and awareness training surrounding trips for dialysis, cancer treatment, and day treatment for children, including emphasis that timeliness is critical for dialysis and cancer treatment trips.
- t. A written policy that includes all of the above items.

In addition, the Orientation Plan must address ongoing training required to educate the transportation providers of any changes in State statutes, Wisconsin Administrative Code, and ForwardHealth policies.

The Supplier shall submit a final Orientation Plan to the Department Contract Administrator, listed within the eventual Contract, one (1) month prior to Contract implementation.

The Supplier shall establish and implement its own SMV driver, attendant, and personnel training standards in addition to the standards established in this RFP, subject to advance review and approval by the Department. If the Supplier elects to expand the training requirements of this RFP, Basic First Aid and CPR training must meet or exceed the minimum course standard of the American Red Cross.

Vendor Response #9: Submit a copy of the proposed Orientation Plan that addresses, at a minimum, all of the requirements listed in Section 3.3.3.

### 3.3.4 Provider Payment Administration

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The Supplier shall make full payment of undisputed claims to transportation providers for all authorized trips as agreed to between the parties through written terms of the service agreement or, otherwise, within the following guidelines:

- a. Ninety percent (90%) of all transportation provider, and member claims must be processed and paid or denied within ten (10) business days of receipt of a complete and valid claim form.
- b. Ninety-five percent (95%) of all transportation provider, and member claims must be processed and paid or denied within fifteen (15) business days of receipt of a complete and valid claim form.
- c. One-hundred percent (100%) of all transportation provider, and member claims must be processed and paid or denied within twenty (20) business days of receipt of a complete and valid claim form. One-hundred percent (100%) shall be considered the monthly Acceptable Service Level (ASL). Where the Department determines in its

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sole discretion that the Supplier does not meet this ASL, the Department may require the Supplier to pay a penalty of up to \$10,000 for each month the ASL is not met.

The Supplier shall validate that paid transportation services are properly authorized and actually rendered.

Vendor Response #10: Describe in detail your proposed process for provider payment and how it will meet all of the requirements in Section 3.3.4, including any process for the electronic processing of claims.

### 3.4 Service Requirements

#### 3.4.1 Service Delivery Requirements

The Supplier shall meet all of the following service delivery requirements, including Supplier service delivery requirements, transportation provider service delivery requirements, and driver/attendant service delivery requirements. The Supplier shall prevent unsuccessful and late trips. Additionally, the Supplier shall leverage group rides and public transportation when possible.

##### 3.4.1.1 Vendor Service Delivery Requirements

The Supplier shall comply with the following minimum service delivery requirements:

- a. The Supplier shall prevent unsuccessful trips. For purposes of this RFP, an unsuccessful trip is defined as a requested trip that did not occur because the Supplier was unable to locate and schedule an appropriate vehicle for transport or the assigned transportation provider did not arrive for the scheduled pick-up or return ride. A trip leg without a member signature confirming completion of the trip will be deemed as an unsuccessful trip. Zero (0) unsuccessful trips shall be considered the Acceptable Service Level (ASL). Where the Department determines in its sole discretion that the Supplier does not meet this ASL, the Department may require the Supplier to pay a penalty of \$1,000 for each unsuccessful trip and/or enter into a Corrective Action Plan with the Department.
- b. The Supplier shall prevent late trips. For purposes of this RFP, a late trip is defined as any deviation from the scheduled pick-up time of more than fifteen (15) minutes. Zero (0) late trips shall be considered the Acceptable Service Level (ASL). Where the Department determines in its sole discretion the Supplier does not meet this ASL, the Department may require the Supplier to pay a penalty of one-hundred dollars (\$100) for each late trip and/or enter into a Corrective Action Plan with the Department.

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- c. For the return pick-up from an appointment without a pre-scheduled pick-up time (a “will call”), the vehicle must arrive within one (1) hour from time of notification.
- d. In multiple passenger situations, the Supplier must 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 the point of pick-up to the destination.
- e. The Supplier shall monitor trips to ensure members are delivered to their homes in a timely manner from appointments.
- f. The Supplier shall arrange for back-up vehicles and/or personnel when notified by a member, a provider, or the Department that a vehicle is excessively late, is otherwise unavailable for services, or when specifically requested by the Department. The vehicle is considered excessively late if it is twenty (20) minutes late in meeting its assigned schedule. The Supplier must have a back-up vehicle in place within thirty (30) minutes after a vehicle has been deemed unavailable or excessively late.
- g. The Supplier shall not use any driver or attendant receiving two (2) or more substantiated complaints from passengers concerning the driver and attendant standards included in this RFP within a ninety (90) day period until corrective action is taken. The Supplier must document all complaints to include in the driver's or attendant's permanent record.

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### 3.4.1.2 Transportation Provider Service Delivery Requirements

The Supplier shall ensure that transportation providers comply with the following minimum service delivery requirements when providing NEMT services:

- a. The transportation provider must establish the specific pick-up time and location with the member at least twenty-four (24) hours ahead of the scheduled healthcare appointment. The transportation provider must notify the Supplier of the specific pick-up time prior to the trip.
- b. The driver or attendant must properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent.
- c. The driver must not require a member to board the vehicle before the scheduled pick-up time. The driver is not required to wait more than ten (10) minutes after the scheduled pick-up time.
- d. The driver or attendant must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination.
- e. The driver or attendant, while on board, must assist the passengers in the process of being seated, including the fastening of the seat belts and securing

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of infants and children under age five in properly installed and functioning child safety seats. The member is responsible for providing child safety seats for the trip.

- f. The driver must confirm, prior to allowing any vehicle to proceed, that wheelchairs or cot/stretchers are properly secured and that all passengers are properly seat-belted or secured/restrained in their wheelchair or cot/stretcher. The member is responsible for providing their own wheelchair for the trip.
- g. The driver or attendant must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger's destination.
- h. The driver and attendant must confirm prior to vehicle departure that the delivered passenger is safely inside the destination.
- i. The driver and attendant must provide adequate support and visual/oral directions to passengers. Such assistance must also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance must also include stowage by the driver of mobility aids and folding wheelchairs. Drivers and attendants are not responsible for passenger's personal items.
- j. The driver or attendant must prohibit smoking and use of E-Cigarettes or Personal Vaporizers in the vehicle while providing NEMT services. "No Smoking" signs must be visible to all passengers. The Supplier must require drivers and attendants to contact the Supplier immediately if passengers fail to comply with this prohibition.
- k. Drivers must deliver members to their destinations on time for their healthcare appointments.
- l. The driver must report late arrivals as soon as possible to the transportation provider and Supplier for providing advance notice to the healthcare provider of the late arrival. The transportation provider must contact the member at his or her pick-up location to inform them of the delay. The transportation provider must advise the member of alternate pick-up arrangements when appropriate.

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### 3.4.1.3 Driver/Attendant Service Delivery Requirements

The Supplier shall include the following driver and attendant standards within all service agreements for transportation providers and must ensure that all drivers and attendants adhere to the following required standards when providing NEMT services:

- a. Drivers and attendants must not use or be under the influence of alcohol, narcotics, illegal drugs or drugs that impair their ability to perform while on duty.

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- b. Drivers and attendants must not touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained.
- c. Drivers and attendants must not smoke at any time while in the vehicle, while involved with member assistance, or in the presence of any member.
- d. Drivers and attendants must not wear any type of headphones or earphones at any time while on duty.
- e. Drivers must not use a cell phone, unless it is operated as a hands-free device.
- f. Drivers must not text while driving.
- g. Drivers must be flexible in maintaining a temperature that is considered comfortable to the member at all times while the vehicle is occupied by a member or an attendant.
- h. Drivers and attendants must wear or have visible easily readable official company identification.
- i. Drivers and attendants must not eat or consume any beverage at any time while in the vehicle or while involved with or in the presence of a member.

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### 3.4.1.4 Group Rides and Public Transportation

The Supplier may leverage group rides for members with similar pick-up and drop-off locations with recurring appointments at around the same times. The Supplier shall only assign members to group rides when the mode of transportation is medically appropriate for the individual member.

The Supplier may arrange for public transportation for members who meets the eligibility criteria for public transportation as described in the [ForwardHealth NEMT Online Handbook](#).

If assigning public transportation, the Supplier shall:

- a. Have procedures for timely distribution of public transportation passes to the member.
- b. Provide the member with the tracking or delivery information for public transportation passes sent fewer than two (2) business days from the appointment time and require signature at delivery.
- c. Send the member replacements for reloadable public transportation passes that are defective or unusable.
- d. Ensure that the public transportation schedule is compatible with the member's healthcare appointment time. The Supplier must not require the member to use public transportation when the public transportation schedule:

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- a. Requires the member to arrive at the drop-off location more than ninety (90) minutes prior to the scheduled appointment time.
- b. Allows the member fewer than forty-five (45) minutes after the appointment's estimated end time to arrive at the pick-up location for the return trip.
- c. Requires three (3) or more transfers.
- d. Leads to a total travel time, including wait time between transfers, that is more than forty-five (45) minutes longer than the average travel time for direct transport from the point of pick-up to destination.

Please review Section 8, Addenda 1 - 2019 NEMT, Addendum 4.1 and Addendum 4.2 for previous year's data.

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### 3.4.1.5 Dialysis, Cancer Treatment, Hospital, and Dental

The Supplier shall create and maintain a management unit for urgent and critical transportation, as defined in the RFP, dedicated only to Wisconsin under this Contract. This unit shall have the ability to:

- Correct issues to prevent unsuccessful and untimely trips
- Perform outreach to stakeholders
- Develop and coordinate transportation plans to improve quality of NEMT services
- Develop the transportation provider network
- Monitor trips daily
- Provide the Department with performance analysis and reports

Vendor Response #11: Describe your process for meeting all of the preceding service delivery requirements, including Vendor service delivery requirements, transportation provider service delivery requirements, and driver/attendant service delivery requirements. Highlight how you will prevent unsuccessful and late trips. Additionally, describe your plan for leveraging group rides and public transportation. Describe your plan and process for meeting the requirements for Section 3.4.1.5

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### 3.4.2 Electronic Tracking System

The Supplier shall provide an electronic tracking system to track vehicles in real-time that are providing NEMT services under this Contract. The Supplier's electronic tracking system shall be capable of capturing the actual pick-up time and location and the actual drop-off time and location for each assigned trip. The Supplier shall use data from the electronic tracking system to monitor the timeliness and success of assigned trips and to provide monthly reports to the Department that measure unsuccessful and late trips.

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The Supplier shall comprehensively test the electronic tracking system in vehicles in various service areas no less than thirty (30) days prior to the implementation date. The Department reserves the right to require additional testing to ensure the electronic tracking system provides appropriate and accurate data. Testing is deemed complete once the Supplier receives written acceptance from the Department.

The Supplier shall have the electronic tracking system in place on the date of implementation.

Vendor Response #12: Describe your proposed electronic tracking system and how it will meet all of the above minimum requirements. Include how you will ensure the electronic tracking system is accurate and has minimal down time or loss of connectivity. Describe the information that the electronic tracking system will capture and report. Describe your proposed process for adequately testing the electronic tracking system, including testing in rural areas of the State.

### 3.4.3 Trip Log

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The Vendor shall maintain a daily electronic Trip Log for members receiving NEMT services, which documents the following data elements, at a minimum:

- a. Member name and ID number.
- b. Requester name (if different than member).
- c. Date/time of request and date/time of healthcare appointment.
- d. Mode of transportation requested and authorized.
- e. Scheduled time and actual time of pick-up/drop-off.
- f. Pick-up and drop-off locations.
- g. Referral, approval, or denial (including reason) of transportation.
- h. Ancillary services authorized (parking, attendant, children).
- i. Date/time of notification to transportation provider.
- j. Transportation provider name and provider ID/NPI.
- k. Vehicle information or number provided allowing the vehicle number to be crossed referenced to the vehicle's Vehicle Identification Number (VIN), License Plate Number and the registered owner.
- l. Odometer readings.
- m. Mileage and waiting time.
- n. Staff member referring/authorizing/denying request.
- o. Notes (e.g., cancellations, incomplete requests, no-shows, abusive behavior occurrences)
- p. Other data elements not listed above, from the Specialized Medical Vehicle Trip Ticket found on the ForwardHealth website, <http://dhs.wisconsin.gov/forms/F0/F01050.pdf>.

Vendor Response #13: Describe your proposed process for maintaining a daily electronic Trip Log for members that captures all of the required information listed above.

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### 3.4.4 Service Complaints and Appeals

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The Supplier shall have a formal written complaint process to record and respond to all complaints and appeals about the delivery of services required under this Contract made by members, providers, or other individuals or groups who contact the Supplier.

Through its complaint process, the Supplier shall:

- a. Provide the ability for members, providers, and other individuals and groups to initiate complaints through an online complaint web page, by phone, or in writing.
- b. Acknowledge a complaint within twenty-four (24) hours of receipt.
- c. Provide the complainant with an update of its review of the complaint within ten (10) business days.
- d. Deem all complaints as substantiated or unsubstantiated within thirty (30) business days.
- e. Send all complainants a letter documenting disposition within thirty (30) business days.
- f. Upon request, provide the Department a written record of the complaint and resolution, including any corrective action within three (3) working days of receipt of the Department request.

The Department shall approve all documentation used in the Supplier's complaint process for content and format before they are put into use. Resolution of complaints by the Supplier is subject to the discretionary review of the Department and may be overridden. The Supplier may be required to implement and submit proof of any corrective policies or procedures as a result of the Department review.

The Supplier shall remove from public contact or retrain service personnel who receive two (2) substantiated complaints within a ninety (90) day period. The Supplier must remove from public contact any personnel who have received four (4) substantiated complaints within a twelve (12) consecutive month period. The Supplier shall comply with the request of the Department to investigate, remove from public contact, or retrain any personnel deemed in need of retraining.

The Supplier shall designate an individual within the Supplier's organization to act as a liaison with the Department to ensure prompt action regarding all complaints.

The Supplier shall maintain a database of all complaints received that includes, at a minimum, the following information:

- i. Name and contact information of complainant.
- ii. Date complaint filed.
- iii. Member information, if applicable.
- iv. Narrative explaining the details of the complaint.
- v. Relevant trip information and provider information pertaining to the complaint.
- vi. Trip log information, if applicable.
- vii. Outcome/resolution of the complaint.

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viii. Date of response and resolution.

The Supplier shall ensure that the average percentage of trips without substantiated complaints meets or exceeds 99.7%. 99.7% shall be considered the monthly Acceptable Service Level (ASL). Where the Department determines in its sole discretion that the Supplier does not meet this ASL, the Department may require the Supplier to pay a penalty of up to \$10,000 for each month the ASL is not met.

Members may appeal an adverse decision of the Supplier to the Supplier, the Department, or directly to the Division of Hearings and Appeals in the Wisconsin Department of Administration. The Supplier's denial process may not be a prerequisite to, or a replacement for, the member's right to use the State's appeal process. For appeals to the Division of Hearing and Appeals, the Supplier shall prepare a hearing summary and present its case. The decision of the Division of Hearing and Appeals is a final and binding decision.

At no additional cost to the State, the Supplier shall provide a third party review process in which members may be given the option to be transferred directly without being disconnected, to speak with live representatives immediately for review of adverse decisions or denials for reconsideration. The Department shall approve the third party entity.

Vendor Response #14: Describe your complaint process and how it will meet all of the requirements in Section 3.4.4. Include how you plan to receive, resolve, and ensure that complaints are tracked and reported correctly. Describe how you plan to analyze complaints and ensure the information is used to improve business practices.

### 3.4.5 Fraud and Abuse

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The Supplier shall develop safeguards against fraudulent activity and abuse by transportation providers and Medicaid members.

The Supplier shall continually monitor the U.S. Department of Health and Human Services (DHHS) Office of Inspector General's (OIG) excluded provider list located at <https://oig.hhs.gov/fraud/exclusions.asp>.

The Supplier shall monitor criminal prosecutions by the Wisconsin Medicaid Fraud Control Unit (MFCU) and removal of a transportation provider from Medicaid enrollment.

The Supplier shall not contract with any provider or any business identified on any of the above named lists. The Supplier shall immediately terminate its service agreement with any transportation provider identified on any of the above named lists during the term of a service agreement.

Vendor Response #15: Describe your proposed process for meeting the requirements in Section 3.4.5. Additionally, describe any creative solutions or approaches you intend to leverage to help identify and minimize NEMT fraud, such as verification of member appointments or verification of trip mileage.

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### 3.5 Communications

The Supplier shall create a Member Communications Plan and a Partner Communication Plan to inform and educate members and partners, respectively, about the NEMT program. Additionally, the Supplier shall inform the Department of all forms of media, legislature or executive level inquiries within one (1) day of receipt following Department-defined guidelines.

#### 3.5.1 Member Communication

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The Supplier shall create a Member Communications Plan to inform and educate members about the NEMT program.

The Member Communication Plan must include, at a minimum:

- a. Provisions to mail, at the Supplier's own cost and in a manner specified by the Department, a ForwardHealth Member update and other materials reviewed and approved by the Department to inform members of the availability of NEMT services during implementation. The materials must be mailed thirty (30) days prior to implementation and must include the Supplier's name, address, telephone numbers, and hours of operation; a brief description of how to arrange for NEMT services; and member rights and responsibilities for use of NEMT services.
- b. A member education policy for members who are chronically late or absent for scheduled trips, members who do not comply with established policies and procedures, and members whose behavior on route threatens the safety of others or the safe operation of the vehicle. The Supplier must promptly document incidents in the transportation database.
- c. Information on outreach, education, and marketing.

All member materials must:

- i. Be multilingual and include culturally sensitive materials produced in English, Spanish, Hmong and/or any other languages when that language is used by at least five percent (5%) of the population in the service region.
- ii. Be written at a sixth grade reading level.

The Supplier is encouraged to develop supplemental written materials for members.

The Department must approve in writing all materials developed by the Supplier for distribution under this RFP at least ten (10) business days before distribution. The Department requires ten (10) business days to review and approve materials.

Vendor Response #16: Provide your proposed Member Communication Plan that address all of the requirements listed in Section 3.5.1, including a description of your approach for creating and

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maintaining a collaborative working relationship with members. Include examples of culturally sensitive materials produced in English, Spanish, and Hmong written at a sixth grade reading level.

### 3.5.2 Partner Communication

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The Supplier shall create a Partner Communication Plan to inform and educate counties, HMOs, healthcare providers, provider associations, community-based organizations, and consumer representatives about the NEMT program.

The Partner Communication Plan must include, at a minimum:

- a. Provisions to arrange and hold a minimum of six (6) regional training sessions throughout the State prior to implementation. The Department must approve the training presentation and materials and the Department may participate in these trainings. The Department has ten (10) business days to review and approve all training presentations and materials. Training presentations and materials must be approved at least ten (10) business days before the first scheduled training.
- b. Provisions to conduct multiple webinar training sessions prior to implementation and ensure they are archived and made available online for future viewing.
- c. Provisions to staff and organize meetings of the Transportation Advisory Council, which is comprised of stakeholders selected by the Department from around the State. The Department established the Council to act in a non-binding advisory capacity to provide feedback and suggestions to the Supplier and the Department regarding methods of enhancing the NEMT program. The Supplier shall meet with this Council as requested by the Department in various geographical regions of the State to ensure diverse input. Department staff may attend each Council meeting.
- d. Provisions to participate and provide transportation-related information at other community and regional meetings as specified by the Department. Information provided may include details on how to access services, member and provider rights and responsibilities, complaint procedures, and other information as specified by the Department.
- e. Examples of other educational materials that emphasize the availability of NEMT services, eligibility for these services, the authorization process for single trips and standing orders, medical documentation of need, and how to access and use these services properly.
- f. Information on outreach, education, and marketing.

The Supplier is encouraged to develop supplemental written materials for partners.

The Supplier shall submit its Partner Communication Plan no later than five (5) days after Contract award and begin conducting training no later than thirty (30) days prior to the implementation date.

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The Department shall approve in writing all materials developed by the Supplier for distribution under this RFP at least ten (10) business days before distribution. The Department requires ten (10) business days to review and approve materials.

Vendor Response #17: Provide your proposed Partner Communication Plan that addresses all of the requirements listed in Section 3.5.2, including a description of your approach for creating and maintaining a collaborative working relationship with partners. Your plan should also include information on outreach and educational marketing.

### 3.5.3 Website

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The Supplier shall provide and maintain a website for members, healthcare providers, and transportation providers to access information about the NEMT program. The website must be functional upon the Implementation date. Content will be approved by the Department and any changes accepted by the Supplier prior to upload. The website design and content must be compliant with [Section 508](#) of the Rehabilitation Act of 1973, presented in a user-friendly, intuitive manner and provide for the information and content to be viewed and/or downloadable.

The Supplier shall update the website as needed to reflect changes to the NEMT program and to reflect Department-specific requirements. The Supplier must apply updates to the website within three (3) business days of receipt of Department-approved content changes.

The Supplier shall correct any non-availability of the website within one (1) hour of discovery.

The Supplier shall submit any website content specific to Wisconsin's NEMT program to the Department for review and acceptance one (1) month prior to posting the information on the website.

The website must provide, at a minimum, the following information for transportation providers:

- a. Central business office address, phone, and fax number.
- b. Directions to the Supplier's central business office and office hours.
- c. Frequently asked questions (FAQ).
- d. NEMT policies, procedures, and manuals.
- e. Transportation provider meeting/training dates, times, and locations.
- f. Sample reporting requirements, instructions, and templates, as applicable.
- g. Transportation provider education and training plan updates.

The website must provide, at a minimum, the following information for members:

- i. Call center contact information, including information for after-hours assistance.
- ii. Description of NEMT services available and how to access them.
- iii. How to file a complaint or appeal.
- iv. Member responsibilities.
- v. Links to other websites as determined by the Department.

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- vi. Frequently asked questions (FAQ), including definitions.
- vii. The ability to submit a complaint.
- viii. The ability for members and healthcare facilities to schedule rides for members.
- ix. Overview of the reservation process and expectations produced in English, Spanish, Hmong, and other languages where the language is used by at least five percent (5%) of the population in the service region and written at a sixth grade reading level.
- x. Information about the online reservation system.

The Supplier shall ensure the website has been developed and populated with the required information and available to the public prior to the start of education, trainings, and communication to members and partners.

Vendor Response #18: Describe your plan for developing and maintaining a website that meets the requirements in Section 3.5.3, including how you may leverage the website to allow members and healthcare facilities to manage scheduled trips, submit forms and claims, and receive notifications. Provide links to any similar websites you currently maintain.

### 3.6 Business Operations

#### 3.6.1 Wisconsin Business Office

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The Supplier shall establish a duly licensed, non-residential Wisconsin Business Office that is located within fifteen (15) miles of the Department's Central Office at 1 West Wilson Street, Madison, Wisconsin to ensure accessibility by the Department for monitoring purposes. The Vendor must show willingness at the time of submission of proposal under this RFP to establish a Wisconsin based office if awarded the Contract.

The Vendor's Wisconsin Business Office must:

- a. Have a secured entry.
- b. Be open to conduct the general administrative functions of the business between the hours of 7:00 a.m. and 6:00 p.m., Central Time, Monday through Friday, except on legal State holidays.
- c. Have the capacity to send and receive facsimiles at all times during business hours.
- d. Be equipped with an adequate high-speed Internet connection.

The Supplier may establish a satellite office in the Milwaukee area or other regions for the purpose of managing the local transportation provider network and collaborating with county agencies, HMOs, healthcare providers, provider associations, community-based organizations and consumer representatives.

Vendor Response #19: Describe the proposed Wisconsin Business Office to be used for this Contract, including the geographic location (contact details such as address) and how the Wisconsin Business Office will meet the requirements in Section 3.6.1.

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### 3.6.2 Key Staff

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Vendor Response # 20: Provide a proposed organizational chart that includes all key staff positions described in this Section. Describe the role and qualifications for all key staff members, including either resumes for key staff that are already identified or position descriptions that describe needed qualifications for key staff that are not yet identified. Describe your plan for meeting all of the following requirements, including requirements regarding key staff diversion and other key staff changes.

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#### 3.6.2.1 General Manager

The Supplier shall appoint and maintain, subject to written Department approval, a fulltime General Manager for this Contract. The General Manager must have sufficient authority for resource control to manage the allocation of resources to meet all RFP requirements without service interruption to members. Where the Department determines at its sole discretion that the General Manager's performance is inadequate, the Department may require the Supplier to remove and replace the appointed General Manager.

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#### 3.6.2.2 Member Advocate

The Supplier shall employ a full-time and dedicated Member Advocate (Ombudsman) for purposes of assisting and advocating on behalf of members with the goal of quicker resolution of member concerns. The Member Advocate shall:

- a. Answer member questions about problems obtaining NEMT services.
- b. Assist members in solving any problems that may arise from interaction with the Supplier.
- c. Help members through the complaint process.
- d. Advocate on behalf of the member.
- e. Work directly and collaboratively with third parties and the Department regarding the adjudication of complaints.
- f. Be free from conflict of interest and have the ability to advocate independently on behalf of members free of interference and influences from the Supplier that may cause an adverse decision.
- g. Attend all meetings, trainings, and workshops requested by the Department.
- h. Investigate and resolve special assignments from the Department.

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#### 3.6.2.3 Other Key Staff

The Supplier shall hire or assign qualified key staff to the following other positions:

- a. Assistant General Manager/Director of Operations.
- b. Senior Manager of Transportation Network.
- c. Senior Manager of Call Center Operations.
- d. Call Center Supervisor.

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- e. Senior Manager of QA, Complaints, and Grievances.
- f. Senior Manager of Facilities, Outreach, Education, and Training.
- g. Senior Manager of Information Systems.
- h. Reporting Manager.
- i. Transportation Provider Ombudsman.
- j. Project/Implementation Manager - This function and its incumbent must be located at the Wisconsin Business Office, Monday through Friday, during the entire transition phase and a minimum of sixty (60) days after the implementation date. The incumbent shall work directly with Department staff.
- k. Manager of Urgent and Critical Transportation

The Supplier shall maintain sufficient levels of other supervisory and support staff at its Wisconsin Business Office with appropriate training and work experience to perform all Contract requirements on an ongoing basis. The Supplier shall maintain staff, representative of, or consistent with, the demographic pattern of the State.

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### 3.6.2.4 Key Staff Work Requirements

The Supplier shall submit three (3) letters of reference, each from a different source, for each proposed key staff if the proposed key staff possess fewer than two (2) years of experience performing activities similar to the key position. The letters of reference shall be from entities that employed the person in a similar position and must describe how the employee is qualified for the key position. The Supplier shall not have key staff begin work without prior written approval from the Department.

The General Manager and all other key staff must be located full time at the Wisconsin Business Office for the duration of this Contract.

The Supplier shall provide the Department with urgent contact numbers for key staff and with an administrative phone number to contact key staff without having to go through the call center. In case of an urgent situation, the Supplier shall ensure that staff will be available to answer the administrative phone number twenty-four (24) hours a day and seven (7) days per week.

Supervisory personnel shall be available to the Supplier's staff in person or by telephone within a fifteen (15) minute response time during all hours of administrative operation.

The Supplier shall provide all staff with Department-approved training that includes, but is not limited to, NEMT policy, call center procedures, HIPAA, PHI, cultural sensitivity training, customer service skills, and training for handling difficult callers.

The Supplier's key staff shall be available to meet with Department representatives at the Department's Central Office at least monthly and upon request by the Department to discuss

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the NEMT program and to answer pertinent inquiries regarding the program, its implementation, and its operation. The Supplier may be required to attend other meetings as requested by the Department. The Supplier shall be required to document and provide meeting minutes within two (2) business days following the meeting.

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### 3.6.2.5 Key Staff Diversion

The Supplier shall not divert key staff for any period except in accordance with the procedure identified in this section. For purposes of this RFP, “diversion” is defined as the transfer of key staff by the Supplier to another assignment within the control of the Supplier.

“Diversion” does not include the resignation, death, disablement, or dismissal for cause of key staff which is beyond the control of the Supplier.

The Supplier shall provide a notice of proposed diversion to the Department at least sixty (60) calendar days in advance, together with the name and qualifications of the person(s) who will replace the diverted key staff. At least thirty (30) calendar days before the proposed diversion, the Department will notify the Supplier whether the proposed diversion is approved or rejected. The Supplier shall ensure replacement staff is on-site at least two (2) weeks prior to the departure date of the diverted key staff. The Supplier shall provide the Department with reasonable access to any diverted staff.

Unapproved diversion of key staff will cause damage to the Department that would be difficult to determine. Where the Department determines, in its sole discretion, that the Supplier fails to meet the requirements of the RFP, the Department may require the Supplier to pay a penalty of up to \$2,000 per business day for any such unapproved diversion of Supplier key staff. The penalty shall begin on the first business day of the diversion and will continue until the Supplier’s replacement is accepted by the Department and begins work. The maximum assessable penalty, under this provision, per each unapproved diversion, is \$60,000.00 per Contract year.

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### 3.6.2.6 Other Key Staff Changes

The Supplier shall replace key staff members, which have left employment for reasons other than diversion, with people of equal ability and qualifications. The Department shall have the right to conduct separate interviews for proposed replacements for key staff. The Department has the right to approve, in writing, the replacement of key staff. If the replacement of key staff is not accepted by the Department and beginning work by a date previously determined by the Department, the Supplier will be subject to liquidated damages in the same manner as provided in the event of unapproved diversion of key staff.

The Supplier shall remove any Supplier staff member that is reasonably determined by the Department to be non-cooperative, inept, incompetent, or otherwise unacceptable, after such problematic behavior has been documented by the Department, and the Supplier has been

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given reasonable time, not less than thirty (30) calendar days, to remedy the problems identified with the staff member and has failed to do so. In the event that a staff person is removed pursuant to a request by the Department, the Supplier must fill the vacancy within thirty (30) calendar days with another employee with acceptable experience and skills subject to the prior written approval of the Department. The Department will not unreasonably withhold or delay such approval.

### 3.6.3 Call Center

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The Supplier shall operate a call center for members, providers, healthcare facilities, and other stakeholders that meet all of the following staffing standards, performance standards, phone line and equipment standards, and tracking standards.

The Supplier shall establish a duly licensed call center dedicated to Wisconsin members to:

- a. Intake and process requests for NEMT services for members.
- b. Resolve problems that may arise during a trip.
- c. Respond to reports of fraud and/or abuse.
- d. Respond to other telephone and written inquiries from members and their representatives, healthcare providers, transportation providers, and other stakeholders.

The Supplier shall:

- i. Develop operational procedures, manuals, forms, and reports necessary for the efficient operation of the call center.
- ii. Comply with all Federal and State confidentiality policies and procedures in the operation of the call center.
- iii. Develop Department-approved protocols/scripts for call management and use the Department-approved protocols/scripts for responding to telephone inquiries.

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#### 3.6.3.1 Call Center Staffing Standards

The Supplier shall provide a sufficient number of call center staff to handle all calls and contacts. 'Live' agent positions must be staffed during all hours of operation. The Supplier shall maintain this level of call center staffing, at a minimum, at all times.

The Supplier shall staff:

- a. The reservation line for urgent and non-urgent trips and the complaint line Monday through Friday from 7 a.m. to 6 p.m. Central Time at its Wisconsin Call Center.
- b. The reservation line, for urgent trips, twenty-four (24) hours per day, three-hundred and sixty-five (365) days per year, preferably at its Wisconsin dedicated Call Center.
- c. The complaint line, twenty-four (24) hours per day, three-hundred and sixty-five (365) days per year, preferably at its Wisconsin dedicated Call Center.

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The Supplier shall provide all call center staff with Department-approved training that includes, but is not limited to, NEMT policy, call center procedures, HIPAA, PHI, cultural sensitivity training, customer service skills, and training for handling difficult callers.

The Supplier shall ensure all staff:

- i. Treat callers with dignity and respect the caller's right to privacy and confidentiality.
- ii. Relay emergency requests to 911 or an appropriate local emergency (ambulance) service.

The Supplier shall have available sufficient qualified staff on site to communicate with callers who speak Spanish and shall have available interpretive telephone service (language lines) for callers who speak other languages. A member may request interpretive services by a family member or acquaintance. Members shall not incur a cost for interpretation services.

The Supplier shall identify for the Department, and include in their policy and procedures manual, an on-call process by which 'live' staff will be available to respond to after-hours phone reservations for NEMT services. The after-hours reservation system shall be seamlessly integrated into the daily reservation system and include the ability to offer the member a confirmation for their ride. The Supplier shall also maintain a backup plan for after-hours transportation no-shows.

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### 3.6.3.2 Call Center Performance Standards

The call center shall meet the following performance standards:

- a. Callers shall never receive a busy signal.
- b. Calls shall be answered by a 'live' operator within two-hundred and forty (240) seconds, as measured on a daily average basis. The daily average shall be calculated by totaling the hold time for all calls each day and dividing it by the total number of calls answered each day. Ninety (90%) of the daily average basis equaling or less than two-hundred and forty (240) seconds per month shall be considered the monthly Acceptable Service Level (ASL). Where the Department determines in its sole discretion that the Supplier does not meet this ASL, the Department may require the Supplier to pay a penalty of up to \$15,000 for each month the ASL is not met.
- c. During the business operating hours of 7AM to 9:59AM, calls must be answered by a 'live' operator on average within two-hundred and forty (240) seconds. The daily average shall be calculated by totaling the hold time for all calls between 7AM to 9:59AM and dividing it by the total number of calls answered between 7AM to 9:59AM. Ninety (90%) of the daily average basis equaling or less than two-hundred and forty (240) seconds per month shall be considered the monthly Acceptable Service Level (ASL), if the Supplier does not meet this ASL. Where the Department determines in its sole discretion that the Supplier does not meet this ASL the Department may require the Supplier to pay a penalty of up to \$15,000 for each month the ASL is not met.

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- d. During the business operating hours of 10:00AM to 1:00PM, calls must be answered by a live operator on average within two-hundred and forty (240) seconds. The daily average shall be calculated by totaling the hold time for all calls between 10:00AM to 1:00PM and dividing it by the total number of calls answered between 10:00AM to 1:00PM. Ninety (90%) of the daily average basis equaling or less than two-hundred and forty (240) seconds per month shall be considered the monthly Acceptable Service Level (ASL). Where the Department determines in its sole discretion that the Supplier does not meet this ASL, the Department may require the Supplier shall pay a penalty of up to \$15,000 for each month the ASL is not met.
- e. The call abandonment rate must be no more than five percent (5%) on an average daily basis. If the average daily hold time performance requirement is met, the call abandonment rate requirement will not be enforced for that same date.
- f. Average call time required to schedule a trip must be no more than seven (7) minutes.
- g. Provide a finalized response to written inquiries within five (5) business days of receipt.
- h. Respond to calls/contacts referred from the Department to the Supplier within one (1) business day of receipt.

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### 3.6.3.3 Call Center Phone Line and Equipment Standards

The Supplier shall use a single toll-free telephone number for the call center for caller convenience and communication purposes. The Supplier shall agree to relinquish ownership of the toll-free number to the Department upon Contract termination.

The Supplier must supply a sufficient number of toll-free telephone lines to handle all calls.

The Department shall approve call flow routing and phone system queues during the transition phase. The Department may require additional queues with written notice to the Supplier. The Supplier shall obtain Department approval prior to implementing any queue not required by the Department. The Supplier shall maintain and operate a telephone device (TDD) for the deaf and hard of hearing callers who need such a device.

The Supplier's call center shall have an Automatic Call Distribution (ACD) telephone and reporting system that supports traditional call processing such as call routing, volume tracking and reporting, call forwarding and caller connection to a customer service representative. The system should include, but not be limited to, the following features:

- a. An automatic phone call attendant function that uses hierarchical menu-driven capability to direct calls to appropriate customer service staff.
- b. A PBX (Public Branch Exchange) system and companion applications that provide a minimum of twenty (20) ACD groups. This system should have the capability to add, change and delete ACD categories and hunt groups; change routing between auto-attendant, ACD groups and/or hunt groups; and manipulate reporting structure to provide the necessary data on the system performance.

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- c. Voicemail capability.
- d. Capability to record calls for quality assurance. Callers must be advised that calls are monitored and recorded for quality assurance purposes.
- e. Interactive supervisory monitoring devices that continuously monitor call volumes, performance levels and staffing.
- f. Capability to route a caller based on the incoming telephone number.
- g. Capability to modify recorded announcements in thirty (30) minutes.
- h. Capability to report a full range of call history statistics, including hourly, daily, weekly, and monthly summary views. The system should have the capability of reporting by ACD group on the following call statistics, at a minimum:
  - i. Total number of incoming and outbound calls;
  - ii. Number of incoming calls answered;
  - iii. Average handle time;
  - iv. The number of calls answered per pre-defined interval;
  - v. Abandoned call statistics such as number of abandoned calls, length of time until call is abandoned, and abandoned call rate percent;
  - vi. Agent statistics such as number of agents, number of calls answered by agent and agent available times (hours logged on), talk time per agent, and amount of after-call work per agent;
  - vii. Average queue time;
  - viii. Average talk time (minutes);
  - ix. Busiest hour;
  - x. Total calls received after hours;
  - xi. Number of messages left on voice mail;
  - xii. Trunk group usage reports;
  - xiii. Number of busy signals in minutes; and
  - xiv. Average line time per call.

The Supplier shall examine data collected from its phone system as requested by the Department on a quarterly basis and as necessary to perform quality assurance and improvement, fulfill the reporting and monitoring requirements of the Contract, and ensure adequate staffing.

The Supplier shall have a back-up system, in the event of a power failure, that is capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of services or data collection. The Supplier shall notify the Department when its phone system is on a back-up system or is inoperative. The Supplier shall have a manual back up procedure to allow requests to continue being processed if the system is down.

The Supplier shall have the capacity to reproduce all documents relating to the phone system upon request, at no cost to the Department.

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### 3.6.3.4 Call Center Tracking Standards

The Supplier's call center shall implement and maintain an automated call/contact management tracking system that tracks call/contacts with basic identifying information, including, but not limited to:

- a. Time and date of call/contact.
- b. Unique number or ID for each recorded call or contact.
- c. Caller name and ID number, if applicable.
- d. Nature and details of the call/contact.
- e. Type of inquiry (telephone, written, email,).
- f. Customer service correspondent name and ID.
- g. Response given by customer service correspondent and the format in which the response was given (written, telephone, email).
- h. Status of inquiry (closed, follow-up needed).
- i. Capacity for free form text to describe problems and resolutions.

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.

The Supplier shall create Department-defined extract files that contain summary information on all calls/contacts received during a specified timeframe. The Supplier shall generate other reports and data, as required and at a time pre-determined by the Department, that are available in the format specified by the Department with export and import functions. The Supplier shall purge calls/contacts from the call/contact management system, as directed by the Department.

Vendor Response #21: Describe your plan for operating a call center for members, providers, healthcare facilities, and other stakeholders that meets all of the above staffing standards, performance standards, phone line and equipment standards, and tracking standards. Describe any experience and demonstrated abilities in operating similarly-sized call centers, including experience meeting similar performance standards, handling peak caller periods, and maintaining call center resources and training. Include sample scripts that will be used by call center staff and describe how you will handle urgent calls.

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### 3.6.4 Policy and Procedure Manual

The Supplier shall develop a Policies and Procedures Manual (PPM) that details all policies and procedures for scheduling and delivering transportation services. The PPM shall include policies for operations, services, personnel, and equipment; the reservation call script; and vehicle maintenance procedures. The Supplier shall submit a final version of the PPM to the Department for review and approval at least thirty (30) calendar days prior to the implementation date and will be a binding document through the duration of the Contract. The Department reserves the

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right to require modifications to the PPM throughout the life of the Contract. The Supplier must incorporate modifications required by the Department within ten (10) working days of notification. The Supplier shall not begin operations without written approval from the Department of its PPM.

The Supplier shall incorporate the PPM into its training program for new employees and into its Orientation Plan for transportation providers. The Supplier shall ensure that all providers are trained and educated with all applicable manual policies and procedures and with any subsequent policy updates.

The Supplier shall update the PPM whenever changes in the operation of the business are made. The Supplier shall obtain written approval for updates to the PPM from the Department before distribution. The Department reserves the right to require modifications to the PPM throughout the life of the Contract. The Supplier shall submit required updates to the Department for approval within ten (10) working days of the request.

The PPM developed as part of this Contract will become the property of the Department.

Vendor Response #22: Include a copy of your proposed Policy and Procedure Manual that addresses all of the requirements listed in Section 3.6.4.

### 3.7 Technological Capabilities

The Supplier shall maintain an adequate computer system to support all operational and reporting functions under this RFP.

#### 3.7.1 Computer Systems and Data

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The Supplier shall maintain sufficient computer hardware, software, and Internet capability to support service authorization, trip scheduling/dispatch, provider reimbursement, complaint monitoring, as well as to meet all data capture, data storage, and reporting requirements established under this RFP.

The Supplier's computer system shall comply with the American Disabilities Act (ADA) development standards for user screens.

The Supplier shall possess and maintain a claims processing system that:

- a. Assures only claims for appropriate services provided by authorized providers for eligible members are paid.
- b. Has appropriate edits and audits to monitor, detect, and correct duplicate billings and/or services, service and/or coverage limitations, and fraudulent billings or billing practices.
- c. Accepts and processes HIPAA 837 electronic claims, CMS 1500 claim forms ([https://www.cms.gov/Medicare/Billing/ElectronicBillingEDITrans/16\\_1500.html](https://www.cms.gov/Medicare/Billing/ElectronicBillingEDITrans/16_1500.html)), and

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proprietary claim forms. Proprietary claim forms must have the minimum data elements necessary to pay the claim and support submission of encounter data for the services provided by non-traditional providers such as common carriers.

The Supplier shall obtain maintenance contracts with equipment and software suppliers for the duration of the Contract. Maintenance contracts shall ensure the efficient operation of the system in compliance with this RFP. Software maintenance contracts shall include upgrades, enhancements, and bug fixes. The Supplier shall maintain adequate licensing agreements for all software used under this Contract. Hardware maintenance contracts shall include service and replacement or repair for all hardware used under this Contract.

The Supplier shall ensure that all hardware, software, and firmware products, individually and in combination, are compatible with and able to exchange data with the Department and the Department's Fiscal Agent, including member enrollment data, provider data, encounter data, and other information and/or reports.

The Supplier shall perform all file and system maintenance functions to the system. The Supplier shall provide, at no additional cost to the Department, data processing expertise, data processing equipment, programmers and operators, and other related technical support associated with the operation and maintenance of the computer system(s) used under this Contract.

Vendor Response #23: Describe in detail your proposed computer system and how it will meet all of the above system and data requirements.

### 3.7.2 Security

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The system shall:

- a. Provide user access through role-based security. The application must provide tests for authentication (generally a login process) and role based security, authorization (determines whether a user has the required role to access a resource).
- b. Provide data protection and recovery plans.
- c. Ensure unauthorized users do not gain access to records.
- d. Be configurable to allow multiple access rights and security levels based on the user account.
- e. Allow for authentication through username and password. The systems may allow for authentication through a shared core service (that also provides authentication for other applications).
- f. Provide secure data transmission (e.g., SSL encryption for communication over the Internet). This includes data transmitted via the internet, email, or other electronic transmission.
- g. Provide 24-7 system maintenance and support service for system failures that would prevent a member from getting services.

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- h. Ensure that scheduled system maintenance hours occur between midnight and 4:00 a.m. Central Standard Time. This applies to any maintenance that could interrupt services to members.
- i. Back up the database on a regular schedule, at least once each day. Back-up data must be stored at an off-site location approved by the Department.
- j. Employ user-configurable online and batch audit trail functionality that provides electronic capture and storage of audit trail information related to all data inputs and uploads, changes and modifications, inquiries, authorizations, access requests, archive and retrieval processes, and log files, and makes them available for inquiry. This must include:
  - i. Identification of the date and time of any input, change, and access request, and the date and time the change is to become effective;
  - ii. Identification of User IDs of any individuals accessing, inquiring, making, or approving any changes to the proposed solution;
  - iii. Identification of the changed data by element name;
  - iv. Identification of changed data, both before and after the change;
  - v. Identification of edits encountered and their outcomes for all proposed solution processes;
  - vi. Documented reasons for inputs, changes, inquiries, access requests, and other functions (when applicable), including standard codes and free form text fields;
  - vii. Online real-time querying, retrieving, and report generation of all audit trail and audit history information by authorized users; and
  - viii. Online real-time viewing and printing of all audit trail and audit history information by authorized users.
- k. Meet or exceed all other applicable Federal and State requirements for security and privacy, including but not limited to, HIPAA  
(<https://www.csoonline.com/article/2126072/compliance/compliance-the-security-laws-regulations-and-guidelines-directory.html> ).

Vendor Response #24: Describe how your proposed system will meet all of the security requirements described above. List any experience in meeting similar security requirements under other contracts.

### 3.7.3 Software

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The Supplier shall use reservation/scheduling/NEMT software that:

- a. Maintains or interfaces with a database of contracted transportation providers, including reimbursement and other information needed to determine trip assignments.
- b. Automatically validates addresses, calculates distances, and prices trips, if applicable.
- c. Has standing order subscription trip and random trip reservation capability.
- d. Can determine if public transportation or other fixed route services are available to the member.
- e. Can capture all data elements required by the electronic member worksheet.

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- f. Is currently commercially available, or, if proprietary or a modified commercial product, is currently operational in at least one site and available for demonstration to the Department.

Vendor Response #25: Describe your proposed software and how it will meet all of the requirements in Section 3.7.3.

### 3.7.4 Databases

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Vendor Response #26: Describe your plan for, and experience with, establishing, maintaining, and enhancing a member database and a provider database that meet all of the following requirements and capture all of the following information.

#### 3.7.4.1 Member Database

The Supplier shall establish and maintain a Member Database capable of maintaining such information as basic demographic information, Medicaid eligibility, and special transportation needs. The member database shall include, but not be limited to:

- a. Member name and ID.
- b. Member address, sex, and date of birth.
- c. Contact information (telephone, email).
- d. Program eligibility information.
- e. Third party liability information.
- f. Special needs (e.g., medical condition, language).
- g. Required or preferred mode of transportation (e.g., wheelchair, cot/stretchers).
- h. Notes (e.g., abusive behavior, complaint history, no-shows).

The member database shall have the ability for the Department to query member trip history and access other reports online through secure internet access.

Prior to implementation of the Contract, the Department will provide the Supplier with a list of all member names and addresses for members eligible for services under this RFP that have recently used NEMT services. The Supplier must manage this list through regularly updating their data files and adding individual member case notes designed to indicate specific transportation needs and other pertinent case facts required for ongoing transportation transactions.

#### 3.7.4.2 Provider Database

The Supplier shall establish and maintain a transportation provider network database that includes, but is not limited to:

- a. Provider ID (assigned by the Department for SMV providers) and NPI (for ambulance providers). The Supplier shall maintain the provider ID and NPI for identification purposes. In addition, the Supplier shall assign a unique provider ID for non-Medicaid

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enrolled providers including common carriers. The format of the ID must be such as to not cause duplicates of the Medicaid-assigned ID, NPI or ID assigned by the Supplier.

Measures must be put in place to ensure no duplicate provider IDs are assigned or reused.

- b. Provider demographic information (e.g., name, address, phone).
- c. Effective and end dates of contract period and/or Medicaid enrollment dates.
- d. The following documentation for each vehicle, at a minimum:
  - i. Provider name, address, and county code;
  - ii. Type of vehicle, such as car or minivan;
  - iii. Manufacturer, model year, Vehicle Identification Number, and license plate number;
  - iv. Fleet number, if assigned;
  - v. Odometer reading at the time the vehicle entered service under this Contract;
  - vi. Capacity (number of passengers and/or wheelchair capacity);
  - vii. Insurance certifications;
  - viii. HSV registration, Yes/No;
  - ix. Special equipment, such as lift, cot/stretchers/stanchions/sidewall tie-downs; and
  - x. Date, odometer reading, and description of inspection activity including verification that the vehicle meets all RFP vehicle requirements and inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, and air conditioning/heating.
- e. The following documentation for each driver, at a minimum:
  - i. Driver's name and date of birth;
  - ii. Copy of the Wisconsin driver's license;
  - iii. First aid training certificates and CPR training certificate;
  - iv. Driver training course certificate; and
  - v. Documentation of any complaints received about the driver and any accidents or moving violations involving the driver.
- f. Driver information.
- g. Other information that may be necessary to support transportation operations and reporting.

The Department shall provide the Supplier with a file of Medicaid-enrolled SMV and ambulance providers in a format to be determined. The Supplier shall load this provider data into the system and utilize the data when scheduling and dispatching transportation. The Supplier shall obtain and maintain data for all non-Medicaid enrolled providers (e.g., common carriers, and public transportation).

### 3.7.5 Encounter Data

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The Supplier shall submit encounter data to the Department on a monthly basis within ten (10) business days after the close of the month for all NEMT services provided on behalf of a

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member. The encounter data shall be created from paid claims data and other data created or maintained by the Supplier on services, providers, and members.

The data elements on the encounter record will be based on the Centers for Medicare and Medicaid Services (CMS) 1500 claim form data elements. Other data elements may be specified by the Department, such as trip log data, network provider information, and reimbursement amounts. The content and layout of the encounter data are subject to change to accommodate the needs of the Department. The Supplier shall update subsequent versions of the encounter data format, at no additional cost.

The Supplier shall establish quality control procedures and edits to allow for the detection and correction of errors prior to submission of encounter data to the Department.

The Supplier shall electronically submit encounter data via Secure File Transfer Protocol (SFTP) using Department-defined standardized naming conventions and in a format specified by the Department. Files must be compressed using a standard zip program (e.g., WinZip, Kip).

The Department shall process the Supplier's encounter file against established validation criteria and create an error file of those records that fail the validation process. The Supplier shall review the error file to determine the need for changes and resubmission. In the event the data submission contains erroneous data as determined by the Department, the Supplier shall correct the errors and resubmit to the Department within thirty (30) days.

The Supplier shall test encounter data submission until the State is satisfied that the Supplier is capable of submitting valid, accurate, and timely encounter data according to the requirements of this RFP.

The Supplier shall have a computer processing and reporting system that is capable of following or tracing an encounter within its system using a unique encounter record identification number (RIN) for each encounter.

As part of the monthly encounter data submission, the Supplier shall reconcile the data of paid trips within the encounter data file with data on associated scheduled rides. The Department will consider any scheduled ride without a reconciled paid trip an unsuccessful trip unless otherwise documented by the Supplier. If a scheduled trip did not have an associated paid trip due to a member no-show, the Department will still consider the trip as an unsuccessful trip unless the Supplier provides confirmation from its electronic tracking system that the assigned transportation provider was present at the pick-up location at the scheduled pick-up time.

The Acceptable Service Level (ASL) for the Supplier to report encounter data in an accurate and timely manner is one-hundred percent (100%) compliance. Where the Department determines in its sole discretion that the ASL is not met, the Department shall assess a penalty of up to \$1,000 per instance.

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Vendor Response #27: Describe your process for and experience with submitting accurate encounter data that meets all of the requirements in Section 3.7.5. Describe any experience with validating encounter data, correcting encounter data when errors are identified, and reconciling encounter data with associated data on scheduled rides. Additionally, include a detailed process map that shows how trip data will move from completed trips to paid trips to encounters. The detailed process map must include the process cycles for reconciling encounters records with paid trips.

### 3.7.6 Disaster Recovery

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The Supplier shall develop and maintain a Disaster Recovery Plan designed to minimize any disruption to NEMT services. It is the sole responsibility of the Supplier to maintain adequate backup to ensure continued scheduling and transportation capability.

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

- a. Measures taken to minimize the threat of a disaster at the Supplier's central business office and other facilities, including physical security and fire detection and prevention.
- b. Provisions for accepting member telephone calls and scheduling transportation in the event of a disaster at the Supplier's central business office or the failure of the Supplier's telephone system.
- c. Procedures utilized to minimize the loss of required records in the event of fire, flood or other disaster.
- d. Off-site storage.

The Supplier shall submit a final disaster recovery plan to the Department for review and approval at least thirty (30) calendar days prior to the start of operations. The Supplier shall incorporate modifications required by the Department within ten (10) calendar days of notification. In no case will a Supplier be allowed to begin operations without an approved disaster recovery plan.

The Supplier shall update the Disaster Recovery Plan on an annual basis and submit a complete revised plan within fifteen (15) working days following the end of the Contract year. The Supplier shall complete interim updates within ten (10) working days of change in procedures.

Vendor Response #28: Provide your proposed Disaster Recovery Plan that addresses all of the requirements listed in Section 3.7.6. Describe any experience with implementing and maintaining a similar plan. Include information on how data will remain safe and accessible at all times.

### 3.7.7 Archiving

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The Supplier shall maintain and make available for review by authorized Federal and State personnel all records during the entire term of the Contract and for a period of three (3) years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are

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unresolved, the Supplier shall keep records for a period of five (5) years after the date of issuance of the final report.

Vendor Response #29: Describe your plan for archiving records that meets all of the requirements in Section 3.7.7.

### 3.8 Implementation

Vendor Response #30: Provide your proposed Implementation Plan and schedule that meet all of the requirements for implementation and readiness testing listed below. Additionally, state the number of days you will need to complete the transition to operate the NEMT program. Provide details supporting how you will meet the nominated date. Describe any experience and demonstrated abilities in the implementation of similar statewide NEMT programs.

#### 3.8.1 Implementation Plan

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The Supplier shall develop and submit for Department approval an Implementation Plan within fifteen (15) working days of Contract execution that includes all the activities required to begin operations successfully under this Contract. The Implementation Plan shall be sufficiently detailed to enable the Department to be satisfied that the work is to be performed in a logical sequence, in a timely manner, and with an efficient use of resources. Each activity listed in the Implementation Plan shall include a description of the task, a scheduled start date, and a scheduled completion date.

The Implementation Plan shall include, but not be limited to, the following types of activities:

- a. Acquisition of office space, furniture, and telecommunications and computer equipment for the Wisconsin Business Office and call center.
- b. Hiring of key staff and call center staff.
- c. Staff training plan and installation calendar for the trip scheduling and reservations systems.
- d. Recruitment of current and new transportation providers.
- e. Completion of all transportation service agreements.
- f. Provider education.
- g. Verification that transportation provider vehicles, drivers, and attendants meet RFP standards.
- h. Operational readiness testing, to ensure systems and processes adequately meet RFP standards.
- i. Member education.
- j. Development of required deliverables, including reports, policy and procedure manual, encounter data submission procedures, quality assurance plan, and disaster recovery plan.
- k. Handling member calls with questions resulting from sending member communications out prior to implementation.

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- l. Handling questions and providing assistance to providers resulting from trainings and education prior to implementation.
- m. Go live website.
- n. Telephone systems.
- o. Computer Systems.

Implementation staff of the Contract shall be located at the Wisconsin Business Office.

### 3.8.2 Readiness Testing

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The Supplier shall meet with the Department as needed but, at a minimum, weekly, during the implementation phase of the Contract, to inform the Department of the Supplier's progress to provide a seamless transition to the Supplier's assumption of the day-to-day operations of the NEMT program. The Supplier shall develop and submit a written status report to the Department one (1) business day prior to the meeting. The Supplier shall also record and distribute the minutes of each status meeting.

The Supplier shall pass an operational readiness test ten (10) business days prior to the start of full execution.

#### 3.8.2.1 Testing

During the test, the Supplier shall ensure that:

- a. Telephone systems and computer systems are fully operational.
- b. Staffing is compliant with the RFP and the Supplier's proposal.
- c. All deliverables required in the RFP are available for review and approval.
- d. The transportation provider network is sufficient to meet the requirements of the RFP.

#### 3.8.2.2 Demonstration

The Vendor shall demonstrate readiness of the following systems and processes:

- a. Central Office operations including telephone and computer systems.
- b. Member NEMT authorization process.
- c. Scheduling and trip notification procedures.
- d. After-hours coverage arrangements.
- e. Service delivery protocols.
- f. Denial process.
- g. Quality assurance.
- h. Grievance process.
- i. Model service agreements.
- j. Encounter data submission procedure.
- k. Reporting procedures.

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- l. Successful use of options available for member eligibility verification.
- m. Process to accept, load, and utilize the provider file.
- n. Electronic tracking system.
- o. Any other items or functions as deemed necessary by the Department.

The Department may visit the Supplier's facilities and determine whether all systems are operational and ready for full-time service.

### 3.9 Turnover Phase

Prior to the conclusion or non-renewal of the Contract, or in the event of a termination for any reason, the Supplier shall provide assistance in turning over the Supplier functions to the Department or its agent.

#### 3.9.1 Turnover Plan

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The Supplier shall provide a Turnover Plan to the Department for approval no later than six (6) months after the Contract is awarded or upon a date approved by the Department. The objectives of the Turnover Plan is to provide for an orderly and controlled turnover of the Supplier's responsibilities to a successor at the conclusion of the Contract period or for any other reason the Supplier cannot complete the responsibilities of the Contract.

The Turnover Plan shall include, but will not be limited to:

- a. Proposed approach to ensure transportation services will be maintained throughout the transition process to avoid any disruption in member services.
- b. Proposed approach to transition, in paragraph form, along with a work plan, including the tasks and timeline schedule for the turnover.
- c. An estimate of the number of full-time equivalents (FTEs) and type of personnel needed to operate all functions of the turnover plan.
- d. A statement of all resources currently required to operate the Supplier functions, including, but not limited to, data processing equipment, reservation/scheduling software, system and special software (database and telecommunications), office space, and other equipment. The Supplier shall base the statement of resource requirements on its experience in the operation of the Supplier functions and shall include actual Supplier resources devoted to the operation of all tasks required by the RFP.

The Supplier shall provide an updated Turnover Plan to the Department six (6) months prior to the conclusion of the Contract or as requested by the Department.

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### 3.9.2 Resource Turnover

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The Supplier shall, at a date determined by the Department, provide all current reference files and all other records as will be required to perform the duties of the Contract. This includes, but is not limited to:

- a. Recruiting and negotiating with transportation providers.
- b. Payment administration.
- c. Reservations and trip assignments.
- d. Quality assurance.
- e. Administrative oversight/reporting.
- f. Any inventory of training manuals, operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/contract activity.
- g. Release and transfer the toll-free telephone number(s) to the Department or a successor Supplier.

Additionally, the Supplier shall at no additional cost to the Department:

- i. Upon request by the Department, begin training the staff of the Department or its designated agent in the required Supplier operations. Such training must be completed at least one (1) month prior to the end of the Contract or on a date specified by the Department.
- ii. Follow specific instructions from the Department regarding boxing, labeling, and shipment of all records utilized under this Contract.
- iii. Assist the Department with obtaining appropriate software licenses which may include allowing the Department to utilize the Supplier's software until a new Supplier can be selected and become operational.

Vendor Response #31: Provide your proposed Turnover Plan that describes how you will successfully meet the turnover requirements listed in Section 3.9.

### 3.10 Quality Assurance Planning

#### 3.10.1 Quality Assurance Plan

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The Supplier shall develop and maintain an ongoing Quality Assurance Plan to support the provision of high-quality NEMT services to members.

The Quality Assurance Plan must include, at a minimum:

- a. Key quality indicators related to scheduling and delivery of NEMT services.
- b. A description of how the Supplier plans to monitor these key quality indicators.
- c. Descriptions of how the Supplier will develop, implement, and evaluate corrective actions, or modifications to overall operations, as necessary, to address quality concerns.

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- d. A description of how the Supplier will monitor the quality of transportation providers.
- e. A description of the staffing resources responsible for quality assurance activities.
- f. Samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them.

The Supplier shall submit a final Quality Assurance Plan to the Department for review and approval at least thirty (30) working days prior to the start of operations. In no case will a Supplier be allowed to begin operations without an approved Quality Assurance Plan.

The Supplier shall incorporate any Department-required modifications to the Quality Assurance Plan within ten (10) working days of notification.

The Supplier shall review the quality assurance plan at least annually and submit any revisions to the Department for review and approval at least thirty (30) days prior to implementation.

### 3.10.2 Department Quality Monitoring

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The Supplier shall allow the Department to conduct onsite monitoring at its business locations and provide access for the Department to conduct a review of the Supplier's records or to conduct an on-site review at any time to ensure compliance with RFP requirements.

The Supplier shall agree to make all electronic or other records related to services available for such reviews by the Department or its agent who may monitor the Supplier's performance under this Contract by telephone contact, record reviews, customer service satisfaction surveys, and other means. The Department reserves the right to audit the Supplier's records to validate service delivery reports and other information.

The Department staff or their official agent reserves the right to ride on trips to monitor services. The Supplier shall make all transportation provider vehicles available to the Department or its agent(s) for inspection at any time. The Supplier may be required to provide transportation and provide support for the Department's staff or their official agent to monitor NEMT services in the field.

The Department staff or its official agent shall review reports of complaints from members, providers, or any individuals or groups who contact the Supplier regarding the delivery of services under this RFP.

The Supplier shall acknowledge inquiries from the Department within thirty (30) minutes and provide an acceptable response within twenty-four (24) hours or sooner, as requested.

During on-site monitoring of the Supplier's locations, the Supplier shall provide the Department's staff:

- a. Unrestricted access into the Wisconsin Business Office(s) and regional offices.
- b. Dedicated secure private office space with a door, a desk and chair, and full print capabilities.

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- c. A secure land line telephone and technology, including, but not limited to, reliable secure wireless internet access.
- d. Free Parking.

Vendor Response #32: Provide your proposed Quality Assurance Plan that addresses all of the requirements listed in Section 3.10. Describe how you plan to utilize quality assurance information to facilitate any changes necessary to improve services required of this RFP and ensuing Contract. Describe any experience and demonstrated abilities in monitoring quality. Include any examples of how you have used a similar Quality Assurance Plan to improve service in a documented and measurable way.

### 3.11 Reports

The Supplier shall provide the reports described in the RFP and any additional reports the Department deems necessary at a frequency determined by the Department.

The Supplier shall work with the Department during implementation to determine the design of reports. The Supplier shall provide reports in accordance with the specifications and format approved by the Department

The Supplier shall provide a secure internet site to post reports for access by the Department.

The Supplier shall submit correct and complete reports as identified by the Department and in this section to the Department by the stated deadlines. Timely Supplier delivery of the correct and complete reports shall be considered the monthly Acceptable Service Level (ASL). Where the Department determines in its sole discretion that the Supplier does not meet this ASL the Department may require the Supplier to pay a penalty of up to one-hundred dollars (\$100) per day until the correct and complete report is submitted for each instance of each report the ASL is not met.

Vendor Response #33: Submit sample reports related to the NEMT program that will demonstrate your ability to ensure you comply with the reporting requirements of the RFP. Each report for which a sample shall be submitted is identified and described below.

- a) Provider and Driver Reports.
- b) Accident and Moving Violation Report.
- c) Vehicle Reports.
- d) Complaints Summary Reports.
- e) Telecommunications Systems Reports.
- f) Annual Fiscal Audit Report.
- g) Weekly HMO Advanced Trip Notice Report.
- h) Graphical Relationship Report.
- i) Unannounced Vehicle Inspection Report.

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- j) Daily Report.
- k) Monthly Report.

### 3.11.1 Provider and Driver Reports

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The Supplier shall provide a report listing the entities providing transportation services on behalf of the Supplier and a roster of all drivers before the start of operations. The roster shall indicate, at a minimum, the driver's name and license number and shall list drivers separately for each transportation provider. The report shall be updated to reflect additions and deletions in carriers and personnel. The report shall be delivered to the Department each calendar quarter by the 30th calendar day of the month, following the end of the reporting quarter.

### 3.11.2 Accident and Moving Violation Report

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The Supplier shall notify the Department, or its agent, immediately of any incident or accident resulting in driver or passenger injury or fatality while delivering services under this Contract. The Supplier shall file a written incident or accident report with the Department within seventy-two (72) hours of the accident and within twenty-four (24) hours if the incident or accident involved an injury. The Supplier shall cooperate with the Department during any ensuing investigation. The Supplier shall submit a police report as supporting documentation. The Supplier shall maintain copies of each accident report in the files of both the vehicle, and the driver involved in the accident.

The Supplier shall notify the Department immediately of any moving violations that occur while delivering services under this Contract. The Supplier shall provide a copy of the police report within ten (10) working days of the moving violation. The Supplier shall maintain police reports associated with moving violations in the file of the responsible driver.

### 3.11.3 Vehicle Reports

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The Supplier shall provide the Department with a report of all vehicles (excluding public transportation), placed in service under this RFP, before the start of operations. The report shall include the following information for each vehicle:

- a. Name, address, and county code of the transportation provider.
- b. Manufacturer, model, and model year.
- c. Vehicle Identification Number, plate number, and fleet number (if assigned).
- d. Type of vehicle (car, minivan, wheelchair van or non-emergency ambulance).
- e. HSV registration current YES/NO.
- f. Proof of insurance.

The Supplier shall update the report to reflect vehicle additions and deletions. The Supplier shall deliver the report to the Department no later than the 30th calendar day of each month.

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### 3.11.4 Complaint Summary Reports

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The Supplier shall provide a report that compiles and analyzes complaints, including the number of complaints by type, a brief description of each complaint, details of corrective actions taken, and patterns or trends of the complaints received. The Supplier shall deliver the report to the Department on a monthly basis, by the 30th calendar day of the month, following the month of activity.

### 3.11.5 Telecommunications Systems Reports

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The Supplier shall provide reports from the telephone system used in scheduling appointments. The Department will determine the included elements and frequency of the reports.

### 3.11.6 Annual Fiscal Audit Report

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The Supplier shall submit an annual certified financial audit through the close of each organizational fiscal year, calendar year, or tax-reporting year, within six (6) months of the close of the year just ended. The Supplier shall inform the Department of the Supplier's choice of reporting year within thirty (30) calendar days of Contract execution. The Supplier shall also submit un-audited quarterly financial reports forty-five (45) calendar days following the end of each quarter of the Supplier's reporting year.

### 3.11.7 Weekly HMO Advanced Trip Notice Report

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The Supplier shall provide each HMO with a report listing all trips scheduled for the coming two (2) weeks for the HMO's members. The Supplier must supply the report on a weekly basis. Each week, the report must be updated to show the next two (2) weeks. Data elements must include, but are not limited to:

- a. HMO Name.
- b. Trip date and trip ID.
- c. Member name, ID, address, and phone number.
- d. Pick-up time and pick-up address.
- e. Drop-off time and drop-off address.
- f. Drop-off facility name and type.
- g. Transportation provider name.
- h. Transportation level of service.

### 3.11.8 Graphical Relationship Maps

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The Supplier shall provide accurate and precise graphical representations (heat maps) of the following data on a monthly basis using colors to indicate the level of activity from data that is provided and collected under this Contract:

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- a. Unsuccessful trips by mode of transportation.
- b. On-time and late trips by mode of transportation.
- c. Complaints by appointment location.
- d. Trip denial reasons by appointment locations and appointment reasons.
- e. Trips to and from an address location or locations based on appointment reasons.

### 3.11.9 Unannounced Vehicle Inspection Report

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The Supplier shall provide a monthly ‘unannounced vehicle inspections’ report that summarizes findings to the Department within thirty (30) days after the close of the reported-upon calendar month. The report shall include, at a minimum, the following:

- a. Transportation provider.
- b. Driver name.
- c. Vehicle credential status at time of inspection.
- d. Documentation of non-compliances.
- e. Re-inspection follow-up date, if applicable.
- f. Date and location of inspection.
- g. Name of inspector.
- h. Inspection time.
- i. Timeliness, if applicable.
- j. Vehicle information.

### 3.11.10 Daily Report

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The Supplier shall provide a daily report detailing NEMT program performance and quality data. The report shall include the following metrics for all trips, reported both Statewide and by each Medicaid-contracted HMO:

- a. Gross trips by level of service, net authorized trips by level of service, and number of unique members having a trip.
- b. Number of cancelled trips by level of service, cancellation percentage by level of service, and cancelled trip details (count of trips cancelled by each reason).
- c. Number of complaints (both substantiated and unsubstantiated) and complaint details (count of complaints by each complaint reason).
- d. Number of trip denials, percentage of trips denied, and denial details (count of trip denials by each denial reason).

### 3.11.11 Monthly Report

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The Supplier shall provide a monthly report detailing NEMT program performance and quality data. The report shall include, but is not limited to:

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- a. Number of eligible members, number of unique members utilizing transportation, and the utilization rate.
- b. Number of reservations and number of trips scheduled with less than twenty-four (24) hour notice.
- c. Number of completed trips, number of cancelled trips, number of trip denials, and number of standing order trips.
- d. Number of trips, broken down by transport mode (ambulatory, wheelchair vehicle, stretcher van, Advanced Life Support ambulance, Basic Life Support ambulance, air, mass transit, gas reimbursement and any other modes not listed herein).
- e. Cost and number of reimbursed lodging nights and meals.
- f. Number of calls received, average hold time per call, average talk time per call, and average abandonment rate.
- g. Number of complaints, complaint percentage, and complaint free rate (percentage of trips without a complaint).
- h. Number of unsuccessful trips (the provider did not show or a vehicle was not available), the number of late trips, and the number of trips where the rider did not show.
- i. Trip and complaint counts by county.

### 3.12 Administrative Functions

Vendor Response #34: Describe in detail the elements in your budget plan. The actual dollar amounts should go in to Table 3: Administrative Cost Schedule in Attachment A - Cost Proposal. Identify the items in your budget plan, and where the costs are located in Table 3: Administrative Cost Schedule:

#### Administrative Costs in Wisconsin

- A. Total Payroll Expense.
- B. Total Employee Benefits.
- C. Total Intake and Dispatch.
- D. Total Operating Expense.
- E. Total Computer Systems.
- F. Total Utilities.
- G. Total Interest and Depreciation.

#### Allocated Central Service Costs

- A. Total Payroll Expense.
- B. Total Employee Benefits.
- C. Total Intake and Dispatch.
- D. Total Operating Expense.

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- E. Total Computer Systems.
- F. Total Utilities.
- G. Total Interest and Depreciation.

Do not include dollar amounts in this response, any dollar amounts will be redacted prior to evaluation.

### 3.13 Vendor Demonstrations

During the Vendor demonstration phase of the Request for Proposals (RFP) process, the Department expects Vendors to be able to demonstrate the Vendor's NEMT system as it relates to the Vendor's proposal submission. In evaluating a Vendor's presentation, the Department Evaluation Committee will be looking to confirm that the Vendor's solution performs as the Vendor described in their responses to the requirements in the RFP technical requirements 3.4.2 Electronic Tracking System and 3.7.5 Encounter Data.

All Vendors who submit proposals in response to this solicitation are required to provide in-person demonstrations at the Department. No video demonstrations will be permitted. Vendors must agree to allow a recording of the demonstrations by the Department. Failure to agree to any of these stipulations will disqualify the Vendor's proposal submitted in response to this solicitation.

While on site for the demonstrations, Vendors will only communicate with the Procurement Manager, Diana I. Cleven, or her designee. Vendors shall not be permitted to talk with the Department staff, with any member of the evaluation committee, or with any other attendees. Vendors must sign-in upon arrival at the Department's front desk and will adhere to the following rules:

1. Vendors must agree to the terms stipulated in the Department [Legal Waiver to Protest Evaluator Absence](#). The purpose for recording the demonstrations is to afford an Evaluator the opportunity to view the demonstrations in the event of an emergency or other circumstance which prevents the Evaluator from attending the in-person demonstration. The Vendor must submit the signed copy of the Legal Waiver with the proposal.
2. Demonstrations will be limited to two (2) hours on the specific dates yet to be determined. On or about September 5, 2019, Vendors will be notified of the available dates. Vendors will be permitted to choose a date and time from the options offered. Appointments for demonstrations will be scheduled on a first come first served basis.
3. Vendors will have up to two (2) hours to complete the demonstration. No questions from the Evaluation Committee will be allowed during the demonstrations as time permits. The Vendor will be responsible for pacing the presentation. No additional time past the two (2) hours will be permitted for the overview, demonstration and questions.
4. The first ten (10) minutes of the demonstration time will be allocated for the Vendor to present a brief overview of their company. No other advertising, sales, or other discussion which does not relate to RFP requirements 3.4.2 and 3.7.5 will be permitted.
5. Vendors will be permitted thirty (30) minutes prior to the start of their demonstration for setup

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and connectivity testing. Vendors are responsible for all equipment necessary to present their demonstration.

6. Any Vendor who does not abide by these rules may have their proposal submission disqualified.

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## 4.0 CONTRACT TERMS AND CONDITIONS

The Department reserves the right to negotiate the following terms and conditions when it is in the best interest of the State to do so. Vendors may not submit their own Contract document as a substitute for the State's Terms and Conditions.

**Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point.** The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

### 4.1 Order of Precedence

In the event of Contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the Proposal response from the successful Vendor as accepted by the Procuring Agency, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Vendor to accept these elements into the Contract will result in the cancellation of the Contract award.

In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

1. Business Associate Agreement (if applicable, see Section 4.11).
2. Final Signed Contract, including all exhibits and attachments.
3. Official Purchase Order.
4. The State's RFP, including all attachments, addenda, and revisions.
5. The Vendor's RFP Response as accepted by the State of Wisconsin.

### 4.2 Modifications of Contract

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Proposal. Any modifications made to the resulting Contract must fall within the scope of the Proposal. All modifications must be made in writing and signed by both parties.

### 4.3 Standard Terms and Conditions

The State of Wisconsin Standard Terms and Conditions ([DOA – 3054](#)) and Supplemental Standard Terms and Conditions for Procurements for Services ([DOA – 3681](#)) shall apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation.

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### 4.4 Payment Terms and Schedule

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

#### 4.4.1 Prompt Payment Law

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The Department shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to the Department have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Contract and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528.

#### 4.4.2 State Tax Exemption

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The Department is exempt from payment of Wisconsin sales or use tax on all purchases.

#### 4.4.3 Payment Offset for Supplier's Delinquency

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The State of Wisconsin may offset payments made to the Supplier under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. The Department reserves the right to cancel this Contract as provided in Section 35.4, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the Contract term.

#### 4.4.4 Refund of Credits

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The Department may request a refund of credits owed at any time. Supplier agrees to refund credits owed within sixty (60) days of the Department's request.

### 4.5 Requesting Price Adjustments

In the sole determination of the department that a rate modification may be necessary to maintain stability of NEMT services, special rate setting provisions may be considered during a contract period.

#### 4.5.1 Price Decreases

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Any price decreases from a manufacturer or third party that are passed through to the Supplier are required to be passed on to the Department within thirty (30) days of the effective date of the price decreases.

#### 4.5.2 Price Increases

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PMPM Base Rates shall be rebased annually by the Department per the Contract year schedule.

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### 4.6 Background Checks

Prior to the commencement of any Services under this Contract, in order to ensure safety and security at its premises, the Department may request a background or criminal history investigation of contracted personnel at any time during the term of this Contract for any of Suppliers' contracted personnel and Subcontractor's employees, who will be providing Services to the Department under the Contract. If any contracted personnel, including Subcontractor's employees, providing Services to the Department under this Contract are not acceptable to the Department to ensure safety and security in its premises, in its sole discretion as a result of the background or criminal history investigation, the Department shall provide notice to the Supplier that the contracted personnel do not meet the Department's safety and security needs and that the personnel will not be allowed on the Department premises. Supplier shall as soon as practicable replace the contracted personnel with another of its contracted personnel in order to ensure compliance with this Contract.

### 4.7 Supplier Compliance and Responsibility for Actions

The Supplier shall at all times comply with and observe all Federal, State, and local laws, ordinances, regulations, and the Department work rules that are in effect during the term of this Contract that may affect the Supplier's work or obligations hereunder. The Supplier shall be solely responsible for its actions and those of its agents, employees, or Subcontractors.

### 4.8 Use of Subcontractors

Vendors must identify any potential Subcontractors in their Proposal. The resulting Contract will be between the Department and the awarded Supplier. The Supplier will be responsible for its Subcontractors' performance of the pertinent Contract obligations and ensure Subcontractors abide by all terms and conditions of the RFP and resulting Contract. All Subcontractors must be approved in writing by the Department. Upon written approval of the Department, the Vendor may subcontract part of this Contract. When the Vendor enters into a sub contractual relationship, the Department reserves the right of approval of the following:

- i. The process used by the Vendor to solicit proposals or bids.
- ii. The criteria used by the Vendor in choosing a subcontractor,
- iii. The terms and conditions of the subcontract(s), and
- iv. The subcontractor(s) selected.

Approval of the processes used by the Vendor to select a subcontractor and of the subcontractor(s) chosen by the Vendor will not be unreasonably withheld, nor will the Vendor invoke its approval right in order to reject procedures or subcontractors on unlawful grounds.

The Vendor retains responsibility for fulfillment of all terms and conditions of this Contract when it enters into sub contractual contracts. The Vendor continues to be subject to the enforcement of all terms

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and conditions of this Contract, even when issues of noncompliance are attributable to the Vendor's subcontractor rather than the Vendor.

### 4.9 Replacement of Vendor Personnel

The Department shall make Supplier aware of any business concerns with Supplier's/Subcontractor's personnel and Supplier shall take necessary action to insure that its employees do not interfere with the operations of the Department, including removing Supplier's/Subcontractor's personnel from the Department facility or site, if necessary. The Department's right to do so does not implicate the Department as a party to any of the Supplier's obligations in the Contract. The Department may request that key personnel or personnel that will perform Services on-site at the Department facility be replaced within timeframes listed within Section 3.0 of this RFP.

### 4.10 Confidentiality, Proprietary, and Personally Identifiable Information

In connection with the performance of work hereunder, it may be necessary for the Department to disclose to the Vendor certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information ("Confidential Information"). The Vendor shall not use such confidential information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations herein. The Vendor shall hold all confidential information in confidence, and shall not disclose such confidential information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

The Vendor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the confidential information while in its possession or control including transportation, whether physically or electronically.

The Vendor shall ensure that all indications of confidentiality contained on or included in any item of confidential information shall be reproduced by the Vendor on any reproduction, modification, or translation of such confidential information. If requested by the Department, the Vendor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain confidential information of the Department, as directed.

If requested by the Department, Vendor shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Contract.

The Business Associate Agreement (BAA) incorporated into the eventual Contract must be completed by the Supplier. The BAA specifies additional details that apply to this Section 4.10.

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### Legal Disclosure

If Vendor or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, Vendor shall give the Department prompt notice thereof (unless it has a legal obligation to the contrary) so that the Department may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, Vendor and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

### Unauthorized Use, Disclosure, or Loss

1. If Vendor becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Contract, or if any Confidential Information is lost or cannot be accounted for, Vendor shall notify the Department (Contract Manager/Contact Liaison/Privacy Officer) within the same business day the Vendor becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the Vendor's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.
2. The Vendor shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Vendor shall reasonably cooperate with the Department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan.
3. If the unauthorized use, disclosure, or loss is of Personally Identifiable Information, or reasonably could otherwise identify individuals, Vendor shall, at its own cost, take any or all of the following measures that are directed by the Department as part of a Corrective Action Plan.
  - a. Notify the affected individuals by mail or the method previously used by the Department to communicate with the individual. If the Vendor cannot with reasonable diligence determine the mailing address of the affected individual and the Department has not previously contacted that individual, the Vendor shall provide notice by a method reasonably calculated to provide actual notice.
  - b. Notify consumer-reporting agencies of the unauthorized release.
  - c. Offer credit monitoring and identity theft insurance to affected individuals from a company, and under terms, acceptable to the Department for one (1) year from the date the individual enrolls in credit monitoring.
  - d. Provide a customer service or hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by the Department.

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- e. Adequately staff customer service telephone lines to assure an actual wait time of less than five (5) minutes for callers.
4. If the unauthorized use, disclosure, or loss is of Individually Identifiable Health Information, Vendor shall, at its own cost, notify the affected individuals by mail or the method previously used by the Department to communicate with the individual. If the Vendor cannot with reasonable diligence determine the mailing address of the affected individual and the Department has not previously contacted that individual, the Vendor shall provide notice by a method reasonably calculated to provide actual notice. In addition, the Vendor will take other measures as are directed by the Department as part of a Corrective Action Plan.

### Indemnification, Equitable Relief, Liquidated Damages

#### 1. Indemnification

In the event of a breach of this section by the Vendor, the Vendor shall indemnify and hold harmless the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Vendor, and its subcontractors, employees and agents, in violation of this section, including but not limited to, costs of monitoring the credit of all persons whose confidential information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the Department in the enforcement of this section.

#### 2. Equitable Relief

The Vendor acknowledges and agrees that the unauthorized use, disclosure, or loss of confidential information may cause immediate and irreparable injury to the individuals whose information is disclosed and to Vendor, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that the Department, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

#### 3. Liquidated Damages

The Vendor agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Contract. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Contract and as provided in law or equity. The Department shall assess reasonable damages as appropriate and notify the Vendor in writing of the assessment. The Vendor

## Non-Emergency Medical Transportation Services

shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:

- i. \$1,000 for each individual whose Confidential Information was used or disclosed;
- ii. \$2,500 per day for each day that the Vendor fails to substantially comply with the Corrective Action Plan under this Section

The Department may conduct a compliance review of the Vendor's security procedures to protect Confidential Information under Section 4.17 of this RFP.

This Section shall survive the termination of the Contract.

### 4.11 Business Associate Agreement

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA) the Supplier must complete the Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Contract performance begins.

### 4.12 Security of Premises, Equipment, Data, and Personnel

During the performance of services under this Contract, the Supplier may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the Department. The Supplier shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the Department, in accordance with the instruction of the Department. The Supplier shall be responsible for damage to the Department's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Supplier, contracted personnel, or Subcontractors, and shall reimburse the Department accordingly upon demand. This remedy shall be in addition to any other remedies available to the Department by law or in equity.

### 4.13 Affirmative Action Plan and Civil Rights Compliance

- A. Affirmative Action Plan. As required by Wisconsin's Contract Compliance Law, Wis. Stat. §16.765 and Wis. Admin. Code §50.04, the Vendor must agree to equal employment and affirmative action policies and practices in its employment programs:

The Vendor agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the Department finds that the Vendor is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Vendor to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the

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relevant labor markets based on data prepared by the Department of Workforce Development, the office of Federal contract compliance programs or by another appropriate government entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least two percent (2%) for whom the Vendor must make a reasonable accommodation.

The Vendor must submit an Affirmative Action Plan within fifteen (15) working days of the signed contract. Exemptions exist, and are noted in the instructions for the Vendor posted on the following website:

<http://vendornet.state.wi.us/vendornet/DOAforms/DOA-3021P.pdf>.

The Vendor must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Strategic Sourcing  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 655  
P.O. Box 7850  
Madison, WI 53707  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

- B. Civil Rights Compliance (CRC). As required by Wis. Stat. §16.765, in connection with the performance of work under this Contract, the Vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat §51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Vendor further agrees to take affirmative action to ensure equal employment opportunities. The Vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. §18116), Title VI of the Civil Rights of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. §1601 et seq.), and regulations implementing these Acts, found at 45 CFR Parts 80, 84, and 91 and 92. The Vendor shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of

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sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by Vendor directly or through a subcontractor or any other entity with which the Vendor arranges to carry out its programs and activities.

Furthermore, in accordance with Section 1557 of the Affordable Care Act and its implementing regulations found at 45 CFR Part 92, the Vendor agrees to all of the following:

1. The Vendor will provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to Limited English Proficiency (LEP) individuals, as required by 45 CFR §92.8 and 92.201. The Vendor will design and implement an LEP plan to ensure meaningful access to individuals who need LEP language assistance.
2. The Vendor will communicate effectively with people who have vision, hearing, or speech disabilities, in compliance with Title II of the Americans with Disabilities Act and Section 1557 of the Affordable Care Act and provide auxiliary aid and services when needed to individuals with communications disabilities at no cost to the person with a disability, as required by 45 CFR §§92.204 and 92.207. The Vendor will ensure that any newly constructed and altered facilities are physically accessible to individuals with disabilities, as required by 45 CFR §92.203.
3. The Contactor shall have in place a discrimination complaint process that meets the requirements of 45 CFR §92.7 and the Vendor shall provide notices of its complaint process and other notices required under 45 CFR §92.8, translated into the major primary languages of the LEP individuals in their service area. The Vendor will post nondiscrimination statements and taglines in its significant publications and significant communications, in conspicuous physical locations and on its website in the top 15 languages spoken by LEP individuals in the State, as required by 45 CFR §92.8.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of

2008 (7 USC §2020), the Age Discrimination Act of 1975 (42 USC §6101 et. Seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §701 et. Seq.), the Americans with Disabilities of 1990 (42 USC §12101 et. Seq.), and Title VI of the Civil Rights Act of 1964 (42 USC §2000d et. Seq.), and the regulations implementing these Acts, found at 7 CFR, Parts 15, 15a and 15b and Part 16, 28 CFR, Part 35 and 45 CFR, Part 91, the Vendor shall not discriminate based on race, color, national origin, sex, religious creed,

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disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United State Department of Agriculture.

- C. Civil Rights Compliance Plan. The Vendor must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of January 1, 2014 through December 31, 2017, within 15 working days of the effective date of the contract. If the Vendor employs 50 or more employees and receives at least \$50,000 in funding, the Vendor must complete a Civil Rights Compliance Plan (CRC Plan). The CRC Plan must be kept on file by the Vendor and made available upon request to any representative in the Department. The Civil Rights Compliance Requirements are published by the Department of Health Services, either on its own or in conjunction with other state agencies, and includes the Civil Rights Compliance Requirements and all appendices here to. The current Civil Rights Compliance Requirements and all appendices for the civil Rights Compliance period of January 1, 2014 to December 31, 2017 is hereby incorporated by reference into this Agreement and is enforceable as if reinstated herein in its entirety. The Civil Rights Compliance Requirements, including the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services  
Civil Rights Compliance  
Attn: Attorney Rhiannon E. Buehler  
1 West Wilson Street, Room 651  
P.O. Box 7850  
Madison, WI 53707-7850  
Telephone: (608) 267-4955 (Voice)  
711 or 1-800-947-3529 (TTY)  
Fax: (608) 267-1434  
Email: [DHSCRC@dhs.wi.gov](mailto:DHSCRC@dhs.wi.gov)

If the Vendor subcontracts to administer its Federally-funded (through the Department) programs, services and/or activities, it must require its subcontractor to provide the Vendor CRC LOA within fifteen (15) working days of the effective date of the subcontract. If the Vendor employees fifty (50) or more employees and receives at least \$50,000 in funding, the Vendor must require its subcontractor to complete a Civil Rights Compliance Plan (CRC Plan) as a term of its sub-contract. The CRD Plan must be kept on file by the Vendor and made available upon request to any representative of the Department, Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services  
DES/BSS – AA/CRC Coordinator  
1 West Wilson Street, Room 655  
P.O. Box 7850

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Madison, WI 53707-7850

Email: dhscontractcompliance@dhs.wi.gov

The Vendor agrees to cooperate with the Department in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Vendor or its sub-contractor under this Contract.

The Department agrees to coordinate with the Vendor in its efforts to comply with the Vendor's responsibilities under these non-discrimination provisions.

### 4.14 Indemnification

Supplier shall hold the Department harmless and shall defend and indemnify the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Supplier, its agents, officers, employees or Subcontractors.

In addition, the Supplier shall indemnify the Department for any Federal funding disallowances or sanctions imposed on the Department for reasons attributable to the Vendor's failure to perform in compliance with this Contract.

### 4.15 Liquidated Damages

The Department may suffer damages due to the Supplier's lack of performance of certain terms and conditions of the resulting Contract. The Department reserves the right to negotiate liquidated damages, as required by the State, at the time of Contract.

The Supplier agrees that the Department shall have the right to liquidate such damages through deduction from the Supplier's invoices in the amount equal to the damages incurred, or by direct billing to the Supplier.

### 4.16 Certificates of Insurance

The Supplier shall maintain the following insurance coverage:

- a) Worker's compensation insurance, as required by Wis. Stat. ch. 102 or applicable State law where contracted personnel are employed, for Supplier's contracted personnel engaged in work performed under this Contract with no exemptions;
- b) As the employer of the contracted personnel, Supplier shall fund an account with the Wisconsin unemployment reserve fund or, if the Supplier employs contracted personnel to work under this Contract in another state, the reserve fund in the state where the contracted employees are employed, as required by applicable statutes and regulations;
- c) Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars

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(\$1,000,000) General aggregate including liability for bodily injury and property damage including products liability and completed operations a minimum coverage of one million dollars (\$1,000,000) for each occurrence;

- d) Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of two million dollars (\$2,000,000) per occurrence combined single limit for automobile liability and property damage within the State of Wisconsin, combined single limit;
- e) Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of five million dollars (\$5,000,000) per occurrence combined single limit for automobile liability and property damage outside the State of Wisconsin, combined single limit; and
- f) The vendor shall add the “State of Wisconsin, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

The Supplier shall maintain a Certificate of Insurance, showing up-to-date coverage, and shall be made available to the Department upon request.

### 4.17 Audits

An Audit is required for the resulting Contract. Please find the requirements of the required audit in the Department Audit Guide here: <https://www.dhs.wisconsin.gov/publications/p01714.pdf>

#### a. Requirement to Have an Audit

Unless waived by the Department, the Vendor shall submit an annual audit to the Department if the total amount of annual funding provided by the Department (from any and all of its Divisions taken collectively) for all contracts is \$25,000 or more. In determining the amount of annual funding provided by the Department the Vendor shall consider both: (1) funds provided through direct contracts with the Department; and (2) funds from the Department, passed through another agency which has one (1) or more contracts with the Vendor.

#### b. Audit Requirements

The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statute s. 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office and other provisions specified in this Contract. In addition, the Vendor is responsible for ensuring that the audit complies with the other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete Department audit requirements:

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- 2 Code of Federal Regulations (CFR), Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 lists the required conditions.
- The Department's Audit Guide is an Appendix to the SSAG and contains additional Department-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with the Department Vendor audit requirements. An audit report is due to the Department if a Vendor receives more than \$25,000 in pass-through money from the Department, as determined by Wisconsin Statute s. 46.036.

The Department shall provide funding information to all Vendors for audit purposes, including the name of the program, the Federal agency where the program originated, the CFDA number, and the percentages of Federal, State, and local funds constituting the contract.

### c. Audit Reporting Package

A Vendor that is required to have a Single Audit based on 2 CFR Part 200, Subpart F and the State Single Audit Guide is required to submit to the Department a reporting package which includes the following:

- i. General Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
- ii. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
- iii. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards.
- iv. Report on compliance for each major program and a report on internal control over compliance.
- v. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Options.

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- vi. Settlement of the Department's Cost Reimbursement Award. This schedule is required by the Department if the Vendor is a non-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the Vendor receives funding directly from the Department, if payment is based on or limited to an actual allowable cost basis; and if the Vendor reported expenses or other activity resulting in payments totaling \$100,000 or more for all its grant(s) or contract(s) with the Department.\*
- vii. Reserve Supplemental Schedule is only required if the Vendor is a non-profit and paid on a prospectively set rate.\*
- viii. Allowable Profit Supplemental Schedule is only required if the Vendor is a for-profit entity.\*
- ix. Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.\*

**\*NOTE:** These schedules are only required for certain types of entities or specific financial conditions.

For the Vendor that does not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to the Department shall include all of the above items, except Items IV and V.

In limited situations, the Vendor may be allowed to have a program audit rather than an agency-wide audit. If applicable, please reference SSAG, Section 1.3 and the Department's Audit Guide, Illustration 1.4 to find the audit reporting package requirements for program audits.

d. Audit Due Date

Audits that comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine (9) months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six (6) months from the end of the fiscal period unless a different date is specified within the contract.

e. Submitting the Reporting Package

The Vendor or auditor must send a copy of the audit report to all granting agencies that provided funding to the Vendor. Check the contract or contact the non-Department funding agencies for information on where to send the audit report and the proper submission format.

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The Department no longer accepts paper copies of audit reports. Audit reports must be electronically-created PDF documents that are text searchable, unlocked, and unencrypted. To ensure that PDF files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your PDF creator. The reports must be sent by either the Vendor or auditor to [dhsauditors@wisconsin.gov](mailto:dhsauditors@wisconsin.gov) and a copy also sent to the auditor or Vendor respectively.

f. Access to Vendor's Records

The Vendor must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The Vendor shall permit appropriate representatives of the Department to have access to the Vendor's records and financial statements as necessary to review the Vendor's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of the Department to conduct or arrange for other audits or review of Federal or State programs. The Department shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

g. Access to Auditor's Work Papers

The auditor shall make audit work papers available upon request to the Vendor, Department or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

h. Failure to Comply with Audit Requirements

The Department may impose sanctions when needed to ensure that Vendors have complied with the requirements to provide the Department with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

- i. The Vendor did not have an audit.
- ii. The Vendor did not send the audit to the Department or another granting agency within the original or extended audit deadline.
- iii. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.

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- iv. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  - v. The Vendor does not cooperate with the Department or another granting agency's audit resolution efforts; for example, the Vendor does not take corrective action or does not repay disallowed costs to the granting agency.
- i. Sanctions

The Department will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

- i. Requiring modified monitoring and/or reporting provisions;
  - ii. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Vendor is in compliance;
  - iii. Disallowing the cost of audits that do not meet these standards;
  - iv. Conducting an audit or arranging for an independent audit of the Vendor and charging the cost of completing the audit to the Vendor;
  - v. Charging the Vendor for all loss of Federal or State aid or for penalties assessed to the Department because the Vendor did not comply with the audit requirements;
  - vi. Assessing financial sanctions or penalties;
  - vii. Discontinuing contracting with the Vendor; and/or
  - viii. Taking other action that the Department determines is necessary to protect Federal or State pass-through funding.
- j. Close-Out Audits

A contract specific audit of an accounting period of less than twelve (12) months is required when a contract is terminated for cause, when the Vendor ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by the Department upon written request from the Vendor, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Vendor shall ensure that its auditor contacts the Department prior to beginning the audit. The Department, or its representative, shall have the opportunity to review the

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planned audit program, request additional compliance or internal control testing and attend any conference between the Vendor and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Department, is the responsibility of the Vendor.

The Department may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, the Department may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major Federal financial assistance programs. This information shall be disclosed in a note within the schedule of Federal awards. All other provisions in 2 CFR Part 200 Subpart F – Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

### 4.18 Lobbying Activity Certification

Supplier shall certify to the Department that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Supplier shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF>. A completed disclosure must be provided upon Department request.

### 4.19 Cancellation and Termination

#### 4.19.1 Non-Appropriation

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The Department reserves the right to cancel this Contract in writing, in whole or in part, without penalty, if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.

#### 4.19.2 Transition Due to Contract Cancellation /Termination

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Any termination of contract must include a transition / turnover requirement as noted below:

The Vendor and the Department acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a turnover from the Supplier to the State or to a successor Supplier, if any, at the expiration or termination of the eventual Contract. Accordingly, the Supplier will cooperate fully in providing for an orderly and

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controlled transition to the Department or to a successor Supplier and will minimize any disruption in the services to be performed under the eventual Contract.

Notwithstanding any other provision in the eventual Contract, the Supplier shall continue providing Contracted services until the Department determines that the Department or a successor Supplier is prepared to fully assume the Supplier's duties and obligations under the eventual Contract. All the terms and conditions of the eventual Contract will apply during this continuation period.

The Supplier shall maintain the staffing requirements in the eventual Contract until the Department or a successor supplier fully assumes the Supplier's responsibilities under the eventual Contract.

The Department's Contract Administrator will oversee the turnover by coordinating turnover activities and approving the turnover plan. The Supplier shall designate a person responsible for coordinating its turnover responsibilities and will assign staff as the Department determines is necessary to assist in the turnover. Status meetings including staff from all parties involved in the turnover will be held as frequently as the Department determines is necessary.

The Supplier shall provide the Department with a plan for the complete turnover of its responsibilities under the eventual Contract in a manner to allow for uninterrupted continuation of services and will revise the plan until acceptable to the Department. The Supplier shall submit the plan at one of the following times, depending upon which applies: no less than ninety (90) days prior to the eventual Contract's expiration; within 10 working days of notice of termination by the Department; or, along with Supplier's notice of termination. The plan will include provisions for the transfer of all client related information held by the Supplier or its subcontractors and not also held by the Department.

### 4.19.3 Termination for Convenience

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Either party may terminate this Contract at any time, without cause, by providing a written notice to the other party at least one-hundred twenty (120) calendar days in advance of the intended date of termination.

In the event of termination for convenience by the Vendor, the Vendor shall be entitled to receive compensation for any payments owed under the contract only for deliverables that have been approved and accepted by the Department. In the event of termination for convenience by the Department, the Vendor shall be entitled to receive compensation for any payments owed under the contract for deliverables that have been approved and accepted by the Department and may be compensated for partially completed services that have value for the Department going forward. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the Department, multiplied by the corresponding payment for completion of such services as set forth in the

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contract. Alternatively, at the sole discretion of the Department, the Vendor may be compensated for the actual service hours provided. The Department shall be entitled to a refund for services paid for but not received or implemented, such refund to be paid within thirty (30) days written notice to the Vendor requesting the refund.

### 4.19.4 Termination for Cause

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The Department may terminate this Contract after providing the Supplier with thirty (30) calendar days written notice of the Supplier's right to cure a failure of the Supplier to perform under the terms of this Contract.

- i. The Supplier may terminate this Contract after providing the Department with thirty (30) calendar days written notice of the Department's right to cure its failure to perform under the terms of this Contract.
- ii. Upon the termination of this Contract for any reason, or upon contract expiration, each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.
- iii. All terms of the contract will survive through the transition / turnover phase.

In the event of termination for cause by the Department, due to Supplier breach, the Supplier shall be entitled to receive compensation for any payments owed under the contract only for deliverables that have been approved and accepted by the Department. In the event of termination for cause by the Supplier, due to Department breach, the Supplier shall be entitled to receive compensation for any payments owed under the contract for deliverables that have been approved and accepted by the Department and may be compensated for partially completed services that have value for the Department going forward. In the event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the Department, multiplied by the corresponding payment for completion of such services as set forth in the contract. Alternatively, at the sole discretion of the Department, the Supplier may be compensated for the actual service hours provided. The Department shall be entitled to a refund for services paid for but not received or implemented, such refund to be paid within thirty (30) days written notice to the Supplier requesting the refund.

### 4.19.5 Contract Cancellation

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The Department reserves the right to immediately cancel this Contract, in whole or in part, without penalty and without an opportunity for Supplier to cure if the Supplier:

- i. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;

## Non-Emergency Medical Transportation Services

- ii. Makes an assignment for the benefit of creditors;
- iii. Fails to follow the sales and use tax certification requirements of s. 77.66, Wisconsin Statutes;
- iv. Incurs a delinquent Wisconsin tax liability;
- v. Fails to submit a non-discrimination or Affirmative Action Plan as required herein;
- vi. Fails to follow the non-discrimination or affirmative action requirements of Chapter 111, subch. II, Wisconsin Statutes (Wisconsin's Fair Employment Law);
- vii. Becomes a State or Federally debarred Vendor;
- viii. Is excluded from Federal contracts;
- ix. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- x. Fails to maintain the confidentiality of the State's information that is considered to be confidential information, proprietary, or containing Personally Identifiable Information, or otherwise breach the terms of the Business Associate Agreement (Attached);
- xi. If at any time the Vendor's performance threatens the health or safety of a State employee, citizen, or customer.

### 4.20 Default and Remedy

If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from the Department to do so, the Contractor shall reimburse the Department for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction.

In case of failure to deliver services in accordance with this Contract, the Department, upon written notice to the Contractor, may procure such services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the Department. Prior written notice shall not be required where, in the opinion of the Department, the public health, safety, or welfare is endangered by the act or omission of the Contractor.

### 4.21 Debarment

The Primary Contractor certifies to the best of its knowledge and belief, that it and its principals:

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- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three (3) year period preceding this Contract 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 a public transaction; 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;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of certification; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transaction (Federal, State, or local) terminated for cause or default.

If the prospective primary Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this response.

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### 5.0 PROPOSAL PROCEDURE AND INSTRUCTIONS

#### 5.1 Calendar of Events

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

Date	Event
07/23/2019	Date of issue of the solicitation - Posted to eSupplier
08/05/2019	Written Questions Due
08/09/2019	Responses to Questions Posted on eSupplier - <i>Estimated</i>
08/16/2019	Intent to Respond
<b>08/30/2019</b>	<b>Proposals Due - late submissions will not be accepted</b>
10/11-10/15/2019 - <i>Estimated</i>	Vendor Demonstrations
12/01/2019 - <i>Estimated</i>	Notification of Intent to Award - <i>Estimated</i>
08/01/2020 - <i>Estimated</i>	Contract Start Date - <i>Estimated</i>

#### 5.2 Intent to Respond

The Vendor should submit a letter via email to the Procurement Manager indicating their intent to submit a response to this solicitation by Intent to Respond Date. See Section 1.7 for contact information.

#### 5.3 Vendor Questions and Clarifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in section 5.1. Questions must be submitted to the Procurement Manager in writing using the Questions Template provided in Attachment C.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor must immediately notify the

## Non-Emergency Medical Transportation Services

Procurement Manager of the issue in writing and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be posted on eSupplier (<https://esupplier.wi.gov>).

### 5.4 Faxed or Emailed Proposals

Faxed or Emailed proposals will **NOT** be accepted.

### 5.5 Proposal Response Organization, Content, and Formatting

#### 5.5.1 Proposal Response Organization and Content

Vendor's response must contain all required documentation organized and labeled in the sections and order described in Attachment B, the Vendor Checklist. Use folders to separate sections for digital copies, and tabs to separate sections for hard copies, as explained in Attachment B.

Elaborate submissions (e.g., extensive artwork, illustrations, advanced modeling techniques, promotional statements) beyond what is sufficient to present a complete and effective Vendor submission are neither necessary nor desired. Audio and/or videotapes are not allowed.

No mention of the content of Vendor's cost proposal is permissible in the response to any other section of this Request for Proposal other than in the cost proposal itself.

#### 5.5.2 Format of Proposal Response

- a) The responses should be formatted and submitted in an 8.5 x 11 format. Font size and style throughout the Proposal must be 12-point font or greater with the exception of any diagrams, footnotes, resumes (if requested), and page headers and footers.
- b) The Proposal should be well organized and through-numbered with each page clearly marked with a page number, the name of the responding Vendor, and the solicitation number 10953.
- c) "Through-numbered" for purposes of this solicitation means Folder/Tabs 1 through 15 use one set of numbers. For example, if Folder/Tab 2 is comprised of 14 pages, Folder/Tab 3 starts with page number 15.
- d) Do not restate prompts, requirements, and/or other RFP text. Instead, cite relevant RFP sections as needed. Where requested, Table of Contents should include bookmark links if so directed in Attachment B.
- e) All digital copies, whether submitted through eSupplier or on CD, should be in a searchable Word, Excel, or PDF format.
- f) The State reserves the right to disqualify any proposals that do not follow the required formatting.

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### 5.6 eSupplier Proposal Submittal

Vendors should use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall, and affords Vendors a higher degree of control versus the Hard Copy Proposal Submittal process described later. The eSupplier Sourcing Event number for this solicitation is **10953**.

If submitting an electronic copy via eSupplier, **DO NOT ALSO SUBMIT A HARD COPY PROPOSAL**. The date stamp for eSupplier Proposal Submittal is the submittal date and time applied by the eSupplier system at the time of submission and serves as documentation of a timely submittal. Vendors should allow ample time to enter their eSupplier response.

Please Note: When all responses to event sections have been entered and saved, click the **Submit** button to send your response to the State. Click **Submit** on the pop-up window to confirm. You should receive a confirmation message that it has been submitted.

The awarded Supplier may be required to provide all digital submittals in Word, Excel or other mutually agreeable format if requested by the Department.

#### 5.6.1 eSupplier Proposal Submission

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Proposer must follow instructions in response to all Response Sections. This will include both a complete technical response, as well as a redacted response with all confidential information excluded. The Department may additionally require financial statements. If required, these will be a separate Response Section from the technical requirements.

#### 5.6.2 eSupplier Cost Proposal

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The Cost Proposal must be completed in full and uploaded to the eSupplier system in response to the appropriate Response Section. Completion of the Cost Proposal is mandatory. Vendors may not alter or add to the Worksheet in any manner. Prices submitted shall be in U.S. dollars.

It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total cost worksheet proved accurately reflects costs. Estimated proposal prices are not acceptable.

All pricing must remain firm for the initial term of the contract. Exceptions to this would include increases in discounts and/or reductions in pricing.

Inclusion of the cost information in any part of the response to the RFP is prohibited. Further instructions for entering cost data are included in the worksheets.

#### 5.6.3 eSupplier Multiple Proposals

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Multiple Proposals from a single Vendor will be permissible; however, each Proposal must conform fully to the requirements for response.

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To submit multiple proposals via eSupplier, you must create an additional Bidder ID, using a different email address for each proposal. More information can be found on the eSupplier Portal [Responding to an Event](#).

### 5.6.4 eSupplier Modifying a Proposal

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Bidders may modify a submitted proposal response if the modifications are made prior to the due date and time. Please see [Responding to an Event](#) for detailed instructions on modifying a previously submitted proposal.

### 5.6.5 eSupplier Withdrawal of Proposals

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Proposals shall be irrevocable until Contract award unless the Proposal is withdrawn. Vendors may withdraw a response at any time up to the Proposal closing date and time.

The Withdraw button on the Bidder Home Page “My Responses” should be active for any event before the event due date. If you are electing to withdraw before the due date, you can do so, but withdrawing completely means you will not be considered at all for the event; as you cannot re-submit a response. If you intend to withdraw your proposal the Procurement Manager must additionally be notified in writing of the withdrawal.

## 5.7 Alternative Proposal Submittals

Hard copy (paper) and emailed proposals are also allowed in lieu of an eSupplier response to sourcing events. However, the State has no liability for errors made in inputting any information submitted via these submission methods (e.g., State employees entering proposal information into the Strategic Sourcing system as a proxy for the Vendor). If a Vendor submits their proposal via hard copy, Vendors must also submit their materials in digital format.

### 5.7.1 Hard Copy of Technical Proposal

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Vendors must submit **one original signed Technical Proposal**. (No additional copies are needed for this solicitation.)

### 5.7.2 Digital Copies of Hard Copy Proposal

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Vendors must submit **two (2) non-password protected CDs**, one containing the entire proposal response **including** any proprietary information, and the other containing the entire proposal response **excluding** the proprietary information reported on the Designation of Confidential and Proprietary Information form DOA-3027. The CDs must be labeled as follows:

## Non-Emergency Medical Transportation Services

### **DISC ONE**

Proposal Response  
Proprietary Information INCLUDED  
NEMT  
[Name of Vendor]  
RFP #S-0832 DMS-20

### **DISC TWO**

Proposal Response  
Proprietary Information EXCLUDED  
NEMT  
[Name of Vendor]  
RFP #S-0832 DMS-20

- a) NOTE: Only information that is identified as a proprietary and confidential on form DOA-3027 will be treated as such by the Department. Vendors may not label or identify their entire submission as confidential. Vendors are responsible to verify that the information provided on Disc Two omits only the proprietary information designated on DOA-3027.
- b) The awarded Supplier may be required to provide all digital submittals in Word, Excel or other mutually agreeable alternate format if requested by the Department.

### 5.7.3 Hard Copy of Cost Proposal

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Completion of the Cost Proposal is mandatory. Vendors may not alter or add to the Worksheet in any manner. Prices submitted shall be in U.S. dollars.

It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total cost worksheet proved accurately reflects costs. Estimated proposal prices are not acceptable.

All pricing must remain firm for the initial term of the contract. Exceptions to this would include increases in discounts and/or reductions in pricing.

Inclusion of the cost information in any part of the response to the RFP is prohibited. Further instructions for entering cost data are included in the worksheets.

Vendors must submit **one (1) signed hard copy of completed the Cost Proposal** in a separate, sealed envelope labeled with the following information:

### **COST PROPOSAL**

NEMT  
[Name of Vendor]  
RFP #S-0832 DMS-20

***\*Optional text: Remove if not applicable (Travel expenses will be reimbursed pursuant to the State of Wisconsin Uniform Travel Schedule. [DOA Pocket Travel Guide](#))***

## Non-Emergency Medical Transportation Services

### 5.7.4 Digital Copy of Cost Proposal

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In the same sealed envelope with the hard copy cost proposal, Vendors must submit one (1) non-password protected CD containing the cost proposal labeled with the following information:

**DISC THREE**  
Cost Proposal  
NEMT  
[Name of Vendor]  
RFP #S-0832 DMS-20

### 5.7.5 Digital Copy of Financial Statements (*Optional language*)

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As part of a Hard Copy Proposal Submittal, Vendors must submit one (1) non- password protected CD containing financial statements as described in RFP Section 7.3 Financial Statements and labeled with the following information:

**DISC FOUR**  
Financial Statements  
NEMT  
[Name of Vendor]  
RFP #S-0832 DMS-20

### 5.7.6 Delivery of Hard Copy Submittals

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Materials may be submitted via Common Carrier, US Postal Service, or hand delivered. Please use the appropriate address below depending on your chosen submission method.

<b><u>COMMON CARRIER ADDRESS:</u></b>	<b><u>USPS ADDRESS:</u></b>	<b><u>HAND DELIVERED PROPOSALS</u></b>
Department of Health Services Attn: Diana I. Cleven 1 West Wilson Street Madison, WI 53703	Department of Health Services Attn: Diana I. Cleven 1 West Wilson Street PO Box 7850 Madison, WI 53707-7850	Department of Health Services Main Reception Desk, First Floor Attn: Diana I. Cleven 1 West Wilson Street Madison, WI 53703 <a href="#">Directions to the 1 W. Wilson St. building</a>

All proposals **MUST** be received and time-stamped no later than Submission Due Date and Time. **Proposals that are not time-stamped will be considered late and rejected.** Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the Department.

All materials must be packaged, sealed, and clearly marked with the following information on the **outside** of the package. Failure to put this information on the outside of the package may delay routing to the correct room and Procurement Manager.

# Non-Emergency Medical Transportation Services

[Vendor's name and address]

NEMT

RFP #S-0832 DMS-20

08/30/2019 2:00 P.M. CT

Diana I. Cleven

For Hand Delivered Proposals, please note that the Department has building security and access to the Purchasing Office is restricted. Allow ample time for security clearance if using this submission method.

## 5.7.7 Email Submittal of Proposals

If a Vendor is submitting their Bid through email, the submittal must include all required documentation organized and named as detailed on Attachment B – Checklist and:

1. A Complete Bid Response with Proprietary Information Included
2. A Complete Bid Response with Proprietary Information Excluded

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All Bids **MUST** be received no later than Submission Due Date and Time. The timestamp on the email as it is received by the Department will be the submittal time. **Bids received after the submittal time will be considered late and rejected.**

## 5.8 Submitting a Proposal

Materials may be submitted via Common Carrier, US Postal Service, or hand delivered. Please use the appropriate address below depending on your chosen submission method.

<u>COMMON CARRIER ADDRESS:</u>	<u>USPS ADDRESS:</u>	<u>HAND DELIVERED PROPOSALS</u>
Department of Health Services Attn: Diana I. Cleven 1 West Wilson Street Madison, WI 53703	Department of Health Services Attn: Diana I. Cleven 1 West Wilson Street PO Box 7850 Madison, WI 53707-7850	Department of Health Services Main Reception Desk, First Floor Attn: Diana I. Cleven 1 West Wilson Street Madison, WI 53703 <a href="#">Directions to the 1 W. Wilson St. building</a>

All proposals **MUST** be received and time-stamped no later than Submission Due Date and Time.

**Proposals that are not time-stamped will be considered late and rejected.** Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the Department.

## Non-Emergency Medical Transportation Services

All materials must be packaged, sealed, and clearly marked with the following information on the **outside** of the package. Failure to put this information on the outside of the package may delay routing to the correct room and Procurement Manager.

Vendor's name and address

NEMT

S-0832 DMS-20

08/30/2019

Procurement Manager Name: Diana I. Cleven

For Hand Delivered Proposals, please note that the Department has building security and access to the Purchasing Office is restricted. Allow ample time for security clearance if using this submission method.

## Non-Emergency Medical Transportation Services

### 6.0 SELECTION AND AWARD PROCESS

#### 6.1 Preliminary Review and Acceptance of Proposal

All Proposals will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Department shall be the sole judge as to Vendors' compliance with the Proposal instructions.

Proposals that do not comply with Vendor Qualifications or Mandatory Specifications **will be** disqualified. Proposals that do not comply with Contract Terms and Conditions **may** be disqualified. the Department in its sole discretion retains the right to accept or reject any or all Proposals, or accept or reject any part of a Proposal, if deemed to be in the best interest of the State.

#### 6.2 Evaluation Criteria

Proposals will be scored using the following criteria:

Solicitation Section	Points
Technical Proposal	6000
Cost Proposal	1200
<b>Total</b>	<b>7200</b>

#### 6.3 NEMT Payment Structure for NEMT Services

The payment structure for Non-Emergency Medical Transportation Services (NEMT) under this request for proposal is a risk-based, prospective capitated payment structure. Capitation payments shall be made monthly based on per-member, per-month (PMPM) rates for populations eligible for NEMT services. The department shall pay the selected Vendor a separate PMPM payment rate for each eligible population group. The specific populations eligible for NEMT services for which the department calculates individual PMPM payment rates include Wisconsin Medicaid recipients who are: (1) children (2) parent and caretaker adults (3) childless adults and (4) elderly, blind or disabled. Monthly payments are calculated by multiplying each population payment rate times the number of eligible members enrolled for each group in a given month. The base rate is the rate developed annually by the Department to cover trip costs (see Section 8, Addenda 1 - 2019 NEMT).

The payment rate for each population includes a direct cost component and an administration component. Note that under this request for proposal, Vendors will submit only administrative rate proposals to be scored as the proposed administrative component of the capitation rate. No proposal is requested for the direct cost component.

## Non-Emergency Medical Transportation Services

The direct cost component reflects the actual costs paid by the selected Vendor for direct transportation service provision. This rate component is calculated according to each population's respective trip utilization and cost per trip and will be re-established annually by the Department in advance of the contract period based on transportation encounter data submitted by the current contract Supplier. Based on this payment structure, the Department does not seek cost proposals for the direct cost component associated with each population's direct transportation cost. Rather, the Department is providing one (1) years of recent direct cost data for Vendors to evaluate direct transportation cost trends for each covered population as well as the current direct cost component paid under the current contract. While the current direct cost rates are subject to change, the detailed data provided in the addendum is intended for Vendors to understand recent trends in order to evaluate the ability to competitively perform and provide services in this current direct cost environment.

Vendors who provide proposals agree to rate setting for direct cost based on the terms described above and understand that, while the detailed data trends provided in the attached addenda, are intended to inform prospective Vendors, evolving data used for future rate setting is subject to change. In the sole determination of the Department that a rate modification may be necessary to maintain stability of NEMT services, special rate setting provisions may be considered during a Contract period.

To establish the administrative rate component, prospective Vendors are asked to provide their proposed administrative payment rate (administrative load) stated as a single percentage of direct cost. This single percentage submitted as the bid will represent the amount by which the PMPM capitated rate is calculated above the Department's established based rates for each of the four (4) populations. Please note that the current administrative load used for the current contract period's rate setting was provided using an admin load representing twenty-five percent (25%) of the total capitation rate for each population. Vendors are strongly encouraged not to exceed this administrative load level in their proposals. The cost calculation for administrative services must consist of an all-inclusive proposal for all costs associated with this Contract, and all costs to perform the requirements enumerated in the RFP.

In order to complete the financial bid portion of this RFP, Vendors must also complete the Wisconsin – NEMT Administrative Services Percentage and Administrative Cost Schedule in Attachment A, Table 3 in order for the Department to understand the reimbursement levels required for Vendors according to their cost structure. Please note a template is being provided to ensure adequate detail is reported for this purpose. If certain cost categories are not reflected based on a Vendor's unique operation, space is provided for respondents to include additional cost detail. Any allocated costs based on home office or central headquarter expenditures need to include supporting documentation describing the detailed basis of the allocation. This pricing will be informational only, and not part of the bid award. The schedule in Table 3 does not guarantee or represent any level of payment under this Contract.

## Non-Emergency Medical Transportation Services

### 6.4 Method of Award

Proposals accepted through the preliminary review process will be evaluated by a committee and scored against established evaluation criteria. Scores will be given in accordance with the points referenced in section 6.2. Award(s) will be made on the basis of the highest point score received by a responsive, responsible Vendor.

Cost points awarded will be added to the technical points awarded to arrive at each Vendor's total score. Award will be made on the basis of the highest point score by a responsive and responsible Vendor.

The Vendor shall enter their proposal cost on Table 2: Administrative Services Percentage in Attachment A – Cost Proposal.

The Department will use the following formula to score Vendor cost proposals Attachment A – Cost Sheet:

$$(Lowest\ proposal\ cost\ (constant) / Proposal\ cost\ being\ scored \times 1200\ maximum\ cost\ points) \\ rounded\ to\ nearest\ integer = Cost\ Points\ Awarded.$$

State of Wisconsin certified MBE and DVB Vendors may receive up to a five percent (5%) preference on their Proposal. See Sections 6.8.1 and 6.8.2 for more information.

### 6.5 Right to Reject Proposals

The Department reserves the right to reject any and all proposals and may negotiate the terms of the Contract, including the award amount, with the selected Vendor prior to entering into a Contract. If Contract negotiations cannot be concluded successfully with the highest scoring Vendor, the Department may negotiate a Contract with the next highest scoring Vendor.

### 6.6 Best and Final Offer (BAFO)

After the initial scoring of the proposals, the highest scoring Vendors may receive requests to provide a best and final offer (BAFO). BAFOs can be related to either the cost proposal, technical proposal, or both and will be evaluated against the original criteria by the evaluation committee. The BAFO scores will be used to adjust the points given, and the award will be granted to the highest scoring Vendor.

Vendors should **NOT** assume that the BAFO process will be used when submitting their initial proposals.

### 6.7 Vendor References

The proposal response must include a completed Vendor Reference Form ([DOA-3478](#)) listing at least four (4) names or companies with whom the Vendor has done business similar in size and scope as required by this RFP within the last five years preceding the issue date of this solicitation. Identify one

## Non-Emergency Medical Transportation Services

(1) or more references on the Vendor Reference Form [DOA-3478](#) who can verify your firm meets the requirements of Section 2.0 Vendor Qualifications.

The Department will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should the Department determine that one or more references are unsatisfactory, inadequate, or inappropriate.

### 6.8 Supplier Diversity

#### 6.8.1 Minority-Owned Business Enterprise

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Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive five percent (5%) price preference for certified MBEs that compete for State contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified proposal when that qualified proposal is not more than five percent (5%) higher than the apparent low proposal. A MBE preference will not be considered on a printing or stationery procurement. Policy provides that MBEs should have the maximum opportunity to participate in the performance of its contracts. The Supplier is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide commodities and services incidental to this agreement.

If applicable, the Vendor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the Department. A listing of certified MBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>

#### 6.8.2 Disabled Veteran-Owned Business

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Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive five percent (5%) price preference for certified DVBs that compete for State contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified proposal when that qualified proposal is not more than five percent (5%) higher than the apparent low proposal. (A preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its contracts. The Vendor is strongly urged to use due diligence to further this policy by awarding

## Non-Emergency Medical Transportation Services

Subcontracts to DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

If applicable, the Vendor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their contract amount. A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

### 6.8.3 Veteran-Owned Business

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The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants must complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us/Pages/home.aspx> . There is no price preference for certified VBs that compete for State contracts.

### 6.8.4 Woman-Owned Business Enterprise

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Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State contracts. A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

## 6.9 Intent to Award Notification

All Vendors who respond to this solicitation will be notified in writing of the Department's intent to award the Contract as a result of this RFP.

## 6.10 Protest and Appeals Process

The protest and appeals process applies to Requests for Proposals for services that result in a Contract greater than \$50,000. Any protest of this solicitation or intent to award must be made in writing and based on an alleged violation of a Wisconsin State Statute or a provision of the Wisconsin Administrative Code.

## Non-Emergency Medical Transportation Services

### 6.10.1 Protest

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The **Notice of Intent to Protest** must be filed in writing and received no later than five (5) business days after the Notice of Intent to Award is issued.

The **actual Protest** must be filed in writing and received within ten (10) business days after the Notice of Intent to Award is issued.

Protest documents must be sent to the Department Secretary with a copy to the Department Director of the Bureau of Strategic Sourcing at the following addresses:

Secretary's Office  
Wisconsin Department of Health Services  
1 West Wilson Street, Room 650  
Madison, WI 53703

*Copy to:*  
Director, Bureau of Strategic Sourcing  
Wisconsin Department of Health Services  
1 West Wilson Street, Room 672  
Madison, WI 53703

### 6.10.2 Appeals

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The decision of the Department Secretary may be appealed to the Department of Administration (DOA) within five (5) business days of issuance. Appeals must be made in writing and as specific as possible.

Appeals documents must be sent to the DOA Secretary with a copy to the Department Director of the Bureau of Strategic Sourcing at the following addresses:

Secretary's Office  
Wisconsin Department of Administration  
101 East Wilson Street, 10<sup>th</sup> Floor  
P.O. Box 7864  
Madison, WI 53703-7864

*Copy to:*  
Director, Bureau of Strategic Sourcing  
Wisconsin Department of Health Services  
1 West Wilson Street, Room 672  
Madison, WI 53703

## Non-Emergency Medical Transportation Services

### 7.0 REQUIRED FORMS AND ADDITIONAL DOCUMENTATION

The following section contains forms and additional documentation pertaining to this RFP that must be submitted at the time of Proposal.

#### 7.1 Required Forms

Attachment B – Vendor Checklist contains a list of forms that must be submitted as a part of the Proposal response. Links to each form are provided within Attachment B.

#### 7.2 Disclosure Statements

Any Vendor other than a political subdivision of the State must include a written statement with their Proposal that discloses and provides relevant information on any of the following conditions should they exist:

- A. An officer or an employee of the contracting or procuring agency or his or her immediate family owns or controls, directly or indirectly, any equity, or is associated with the Vendor.
- B. The Vendor currently employs, or has offered or agreed to employ, any person who is or has been an officer or employee of the contracting or procuring agency within the twelve (12) month period preceding the solicitation.
- C. The Vendor has a contract for materials, supplies, equipment, or contractual services with the contracting or procuring agency or provides or anticipates providing materials, supplies, equipment, or contractual services during the term of the Contract to, a person or organization that is regulated by, or receives State funds from, the contracting or procuring agency.
- D. Any administrative action or lawsuit, threatened or pending, that involves:
  - i. A financial matter that could significantly affect the organization's solvency or financial ability to successfully perform under this Contract.
  - ii. A matter that has been or would be brought against the organization as a party to a Contract by another party to that Contract.
  - iii. A licensing or regulatory matter that would affect the organization's credentials or ability to perform under this Contract.
- E. Any past Contract actions brought against the organization for breach of Contract, or any Contracts that were terminated because of the organization's breach or financial instability within the last ten (10) years.

**If none of the above conditions exist, the Vendor must include a written statement to that effect.**

If the Vendor is a subsidiary, this information must also be submitted for all parent companies. If the Vendor will use Subcontractors, associated companies, or others to complete the work of the project, the Vendor's responses must include pertinent Subcontractor information.

## Non-Emergency Medical Transportation Services

### 7.3 Financial Statements

Vendors and Subcontractors must be able to substantiate their financial stability. Independently audited financial statements for the last three (3) completed fiscal years, along with additional supporting documentation (Income Statement, Statement of Cash Flows, Balance Sheet, and Statement of Change in Financial Position along with all auditors' notes) must be submitted with the Proposal response. If the Vendor is a subsidiary, the parent company must be identified and the consolidated audited financial statements of the parent company must be submitted. The State may request reports on financial stability from independent financial rating services to substantiate the Vendor's stability. Vendor name is to be included on each page submitted.

If no audit was required, please explain why and submit two (2) years of financial statements.

## Non-Emergency Medical Transportation Services

### 8.0 ADDENDA

#### 8.1 Addenda

Addenda 1 – 2019 NEMT posted with this RFP (in a separate Excel document) is provided for reference only and are an estimate. This level of detail is provided for information purposes only and is there to assist the Vendor in understanding the current projected member populations and to use in preparing the fiscal component of your proposal. Please refer to <https://www.dhs.wisconsin.gov/nemt/data.htm> for member enrollment, utilization, reservation, mode of transportation, call center statistics, and quality management information. \*Please note: The information provided in the link above is based on reservation data and does not reflect paid encounter data. The data provided in the addenda below reflects only paid encounter data for calendar years 2016, 2017 and 2018.