Q.1.1.1. Methods for arranging and reimbursing family members or friends to transport eligible clients when clients have no personal means to transport themselves,

Q.1.1.2. Purchasing and distributing appropriate denominations of bus tickets or passes for eligible clients who would be appropriately served by this mode of transportation,

Q.1.1.3. A livery and ambulance transportation network,

Q.1.1.4. A mechanism for obtaining commercial air transportation and train transportation when necessary and in consultation with the Department, and

Q.1.1.5. Other methods that are approved by the Department prior to utilization.

Q.1.2. Personal Reimbursement - The Contractor shall:

Q.1.2.1. Develop and maintain a process to reimburse eligible clients for the cost of their transportation to and from covered medical services by friends, or other individuals when such transportation is prior approved and:

Q.1.2.1.1. Is available to the client; and

Q.1.2.1.2. the client has no other means of transportation or personal resources to use his or her own vehicle; and

Q.1.2.1.3. the individual offering to transport the client does so voluntarily and the client voluntarily accepts this alternative form of transportation; and

Q.1.2.1.4. the vehicle in which the client is transported has at least the minimum level of liability insurance for operation on Connecticut roads; and

Q.1.2.1.5. the rate of reimbursement is the Department's established rate; and

Q.1.2.1.6. no less expensive mode of appropriate transportation is available.

Q.1.2.1.7. For purposes of determining the mileage to be reimbursed, the Contractor shall utilize the lesser of the mileage submitted by the transportation provider or mileage as determined by a standard or commercial mileage calculator. When a client requires multiple stops, the Contractor may utilize a statement from the client indicating vehicle odometer readings at the beginning and at the end of the trip. The methodology will be subject to the Department's approval

Q.1.2.2. Require, as conditions of reimbursement, that the individual submit the following with his or her request for reimbursement:

Q.1.2.2.1. A statement including the client's name, client identification number, date of service, residential location of the client, name of medical provider, service location of the medical provider, mileage between the client's residence or pick up location (whichever is closer to the medical provider), total amount owed for reimbursement;

Q.1.2.2.2. A statement signed by the medical provider or other documentation from the provider that the client was seen by the provider on the date of service; and

Q.1.2.3. Maintain personal reimbursement client based data and report to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements: _ or as may be required by the Department.

Q.1.2.4. Reimburse the individual in accordance with usual and customary standards applied to other modes of transportation in the Contractor's system.

Q.1.2.5. Coordinate reimbursement to individuals who have been erroneously billed and have paid for NEMT transportation by livery or ambulance providers.

Q.1.2.5.1. The Contractor shall establish and maintain procedures that will require its contracted ambulance and livery providers to reimburse clients for transportation charges the erroneously billed to the client by the provider and for which the client paid. This provision applies to all NEMT Clients;

Q.1.2.5.2. The Contractor will reimburse the Transportation Provider for the NEMT services provided to the client at the Department's fixed fee schedule in effect as of the date of service;

Q.1.2.5.3. The Transportation Provider will be prohibited from balance billing the client.

Q.1.2.6. Invoice the Department for actual personal reimbursements made in accordance with the provisions in this section.

R. Bus Tickets and Passes - The Contractor shall:

R.1. Purchase various denominations of bus tickets for the NEMT needs of clients, but distribute the lowest denomination of bus passes available for the requested and verified trips as of the date of the request. The Contractor shall not utilize more bus passes or a higher denomination of trip pass than is necessary to meet the NEMT needs of eligible clients. At its option, the Department may seek alternative methods to purchase the passes. In either case, the Contractor shall prepare lists of individuals for whom specific denominations of passes are required from the following transit companies: Connecticut Transit, Bridgeport Transit, Estuary Transit, Housatonic

Transit, Middletown Transit, Milford Transit, Northeast Transit, Norwalk Transit, Northwestern Transit, Southeast Transit, Windham Transit

R.2. Evaluate the appropriateness of bus transportation for clients based on current ADA use requirements of ¾ of a mile. The evaluation shall include:

R.2.1. An assessment when required by a qualified medical professional of the medical appropriateness of bus transportation for the client including whether the client has any physical, medical or intellectual barrier to travel by bus.

R.2.2. An evaluation of the utilization constraints of bus transport, ensuring that for those clients directed to use bus transportation that:

R.2.2.1. The client lives within 3/4 of a mile from a bus stop given the physical, emotional and intellectual limitations of the client; and

R.2.2.2. The bus also stops within 3/4 of a mile from the medical provider given the physical, emotional and intellectual limitations of the client; and

R.2.2.3. The bus route to and from the medical provider is available within a reasonable time from the appointment time; and

R.2.2.4. The route schedule provides additional runs in the event that the client misses a scheduled and intended run; and

R.2.2.5. Inter-city bus schedules permit reasonable times for transfer to and from the appointment.

R.2.3. Prepare all bus passes for distribution to clients in sufficient time for the client to receive such passes. Preparation will include:

R.2.3.1. Verifying the mailing address of recipients;

R.2.3.2. Inserting the pass in an envelope addressed appropriately; and

R.2.3.3. Sorting the envelopes by zip code if appropriate for postal discount.

R.2.3.4. Documenting undeliverable returned bus passes for follow-up.

R.2.3.5. The Contractor shall mail the passes and the cost of postage shall be a pass through cost to the Department. Any corporate allocation, profit margin, or fee shall not be calculated with the inclusion of postage in the total value on which the margin is taken. The Contractor shall submit to the Department an invoice for its cost for the passes and its cost for the postage and envelopes. The Department and the Contractor will pursue optimum purchasing and refund arrangements for non-used passes.

R.2.4. Maintain bus ticket/pass data including client, trip, and bus pass specific data and report to the Department in a form and in a frequency required by the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements_ or as may be required by the Department.

R.2.5. Provide the Department bus ticket/pass purchases and distribution comparison report in accordance with Section CC of this Contract Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department.

R.2.6. On a monthly basis identify the number of tickets and passes of various denominations purchased, the number of tickets and passes distributed and document bus passes returned as undeliverable.

R.3. Paratransit and Dial-A-Ride

R.3.1. Paratransit van services are provided in all areas of Connecticut with local fixed route bus services for people who are unable to use the local bus system due to their disability in compliance with the terms of the Americans with Disabilities Act (ADA) of 1990. Dial-A-Ride services are available throughout the Connecticut for individuals who are elderly.

S. Train and Commercial Air Tickets - The Contractor shall:

S.1. Purchase train and commercial air tickets when such transportation is the least expensive and appropriate mode of transportation;

S.2. Obtain the Department's prior approval for such purchases;

S.3. Maintain train and commercial air ticket purchase data and report to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit E: Reporting Requirements or as may be required by the Department; and

S.4. Invoice the Department for the cost of the actual tickets purchased.

T. Livery and Ambulance Network - The Contractor shall:

T.1. Perform all necessary transportation network development and management functions to meet all of the NEMT needs of NEMT Clients, including non-English speaking clients and disabled individuals who require assistance from attendants or service animals, within the promptness standards defined in this contract.

T.2. Evaluate and determine the capacity need for livery vehicles;

T.3. Develop Transportation Provider files including HP enrollment documents for each Transportation Provider in the Contractor's network. The Transportation Provider file shall include, but not be limited to, the following:

T.3.1. Broker/Transportation Provider Agreement which shall include the provider's enrollment with the MMIS payment system;

T.3.2. List of DOT permitted (livery) vehicles by provider with description and Vehicle Identification Number including a copy of the DOT issued permit;

T.3.3. List of DPH certified or licensed ambulances and invalid coaches by Provider and a copy of the DPH issued certificate or license;

T.3.4. Inspection reports and communication for each vehicle listed in the network;

T.3.5. A copy of each vehicle's registration (ambulance, invalid coach, livery);

T.3.6. A copy of vehicle insurance with the Contractor named as an additional insured on all policy documents and insurance certificates;

T.3.7. A copy of DPH ambulance license and DPH rate schedule (service authorization);

T.3.8. A copy of the Transportation Provider's W-9 form;

T.3.9. Electronic funds transfer agreement. All in-state Transportation Providers paid by Contractor must have an electronic funds transfer (EFT) agreement with both Contractor and HP. The EFT agreements must be a condition of the Provider Agreement;

T.3.10. List of authorized drivers with notices from either party updating the list of approved drivers with dates of acceptance and dates of exclusion;

T.3.11. Driver background check review with date of review conducted by the Contractor; and

T.3.12. Copies of all formal communication between the Contractor and the Transportation Provider involving payment adjustments and sanctions; performance notices and corrective action; notice of commendation.

T.4. Provide documentation to the Department of Transportation to support livery providers participation in the Department's NEMT program. Inform the Department of Transportation of adjustments in network composition including, but not limited to, vehicle loss, sale or transfers of business, or disenrollment in the NEMT program;

T.5. Recruit, enroll, and maintain an adequate network of NEMT Transportation Providers available 24 hours a day, including evenings, weekends and holidays with sufficient vehicle capacity. The Contractor shall not, however allow any Transportation Provider

in the network if the Centers for Medicare & Medicaid Services (CMS) has sanctioned or the Department has prohibited the Provider from participating in the Medicaid program;

T.6. Utilize livery vehicles (wheelchair vans and cars, and other vehicles) permitted by Connecticut DOT for the purpose of Connecticut's Medicaid NEMT Program;

T.7. Utilize wheelchair vans (or other vehicles) approved by the Connecticut Department of Public Health (Office of Emergency Services) to provide NEMT services when DOT permitted livery vehicles are not available or are not medically appropriate for the transport of Connecticut's Medicaid NEMT Clients;

T.8. Utilize other vehicles, including "stretcher" vans and wheelchair accessible taxis or other vehicles as regulated or permitted by appropriate agencies and as permitted by the Department;

T.9. Contract with ambulance and livery providers to perform such services within acceptable performance standards and at rates established by the Department. The agreements shall include provisions as detailed in Section U of this Contract, Subcontracts / Agreements: Transportation Providers and Support Services;

T.10. Develop and maintain a regular and on-going process to communicate to Transportation Providers all necessary information concerning trips, quality of service feedback, and necessary problem solving, as applicable;

T.11. Evaluate the performance of the Transportation Providers according to standards of timeliness, efficiency and customer service;

T.12. Recommend disenrollment to the Department when livery or ambulance providers fail to perform according to established standards;

T.13. For purposes of determining mileage, the Contractor shall utilize the lesser of the mileage submitted by the transportation provider or mileage as determined by a standard or commercial mileage calculator.;

T.14. Provide the Department annual data on the network vehicle capacity including number, condition and mileage of each vehicle by type in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements: or as may be required by the Department;

T.15. Designate a senior manager to act as the liaison between the Contractor and Transportation Providers and establish regular communication with the Transportation Providers to identify and address outstanding issues;

T.16. Provide quarterly data to the Department on the network driver capacity Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department;

T.17. Provide a Transportation Provider additions and deletions report to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements on a monthly basis or as may otherwise be required by the Department;

T.18. Monitor "on time" Transportation Provider performance and issue sanctions when their performance fails to meet performance standards, and provide the Department network performance data including a list of and an examination of delays and missed pick-ups with the causes of such and report to the Department in accordance with Section CC of this Contract Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as otherwise may be required by the Department.

U. Agreements: Transportation Providers and Subcontracts Support Services – The Contractor shall:

U.1. Clearly identify the performance requirements to achieve the standards and requirements of the NEMT Program and payment procedures in all agreements between the Contractor and Transportation Providers, including ambulance and livery providers. The Transportation Agreements shall clearly describe the functional relationship between the Department's NEMT Contractor, the Department's fiscal intermediary, HP (when applicable), and the Transportation Provider and shall describe the requirements for authorization, claims verification, and claims payment processes. The Contractor shall act on behalf of the Department to perform various functions to administer the NEMT program. The Contractor shall:

U.1.1. Determine and authorize the most appropriate and economical mode of transportation for each eligible client requesting non-emergency medical transportation services;

U.1.2. Provide network capacity data in a format and in accordance with a schedule approved by the Department;

U.1.3. Require all Transportation Providers to comply with all applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act and applicable laws and regulations related to appropriate certification or licensure requirements for vehicles and drivers;

U.1.4. Cooperate in the performance of financial, quality or other audits conducted by the Department or its agent(s);

U.1.5. Provide a copy of all subcontracts and provider agreements at least thirty days prior to execution of the agreement for the Department's review and approval;

U.1.5.1. All subcontracts shall be written;

U.1.5.2. All subcontracts shall include any general requirements of Contractor's contract with the Department that are appropriate to the services provided by the subcontractor;

U.1.5.3. All subcontracts shall provide for the right of any Department staff or other governmental entity to enter the subcontractor's premises to inspect, monitor or otherwise evaluate the work being performed as a delegated duty by the Contractor.

U.1.6. Obtain NEMT services from out-of-state Transportation Providers if by doing so the Contractor is obtaining appropriate and least expensive transportation service for an eligible client;

U.1.7. Offer Transportation Providers the opportunity to submit authorization requests electronically and to submit invoices electronically;

U.1.8. Require Transportation Providers to submit claims and appeal any claims dispute to the Contractor within 90 days from the provision of service, except that in the instance of retroactive authorization, the provider shall have 90 days from the date of the authorization;

U.1.9. Require the Ambulance Providers to enter into an Electronic Funds Transfer Agreements to receive electronic payments from HP and require the Transportation Providers to enter into a provider agreement with HP;

U.1.10. Prohibit subcontractors from exercising any fraudulent or abusive practices including but not limited to the provision or receipt of gratuities or kickbacks; offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the Contractor in order to influence referrals or subcontracting for non-emergency medical transportation provided to a Medicaid recipient.

V. NEMT Provider Enrollment in HP - The Contractor shall:

V.1. Supply NEMT provider enrollment data and documents as outlined in Exhibit B: NEMT Provider Enrollment Data Requirements or as may be required by the Department;

V.2. Assist NEMT providers, as necessary, to complete provider enrollment documents;

V.3. Supply to the Department all enrollment and supplemental documents required prior to the start date of the contract;

V.4. Submit a signed certification page from the Contractor's subcontract with the Transportation Provider that contains the minimum compliance provisions and assurances. Transportation Providers will not be enrolled in HP without signed contracts with the Contractor:

V.4.1. Following the enrollment of a Transportation Provider, HP will provide the Contractor the livery providers' Medicaid provider number to be used in submitting encounter data the Department or claims to HP.

W. Licensure Requirements - The Contractor shall:

W.1. Continually monitor enrolled Transportation Providers, drivers and vehicles, and document that they meet licensure or certification requirements and the non-emergency transportation requirements established by the Department of Transportation, Department of Public Health and the Department of Motor Vehicles;

W.2. Require the drivers of livery vehicles meet livery certification and have a "P" license endorsement by the Department of Motor Vehicles for NEMT payment purposes;

W.3. Report to the Department those vehicles that are not appropriately licensed, certified, permitted or insured and drivers who are not appropriately licensed. See Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements and;

W.4. Report to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements any trips that were provided in vehicles that were not appropriately licensed, certified, permitted or insured or by drivers who were not appropriately licensed. The Department will recover from the Contractor payments made for individuals transported in inadequately licensed, permitted or insured vehicles or driven by individuals who are inadequately licensed or certified and may seek other fines and penalties as allowed by law.

X. Ride Assignment and Dispatching - The Contractor shall:

X.1. Assign each ride to an appropriate Transportation Providers;

X.2. Implement and require providers to utilize an electronic trip assignment/reservation system through which the providers are able to receive and confirm trip reservations and commitments;

X.3. Assign and monitor rides to ensure that all rides meet promptness and timeliness standards. The Transportation Provider may "multi-load" (transport more than one client at a time); however, the provider may only transport those individuals who have been assigned by the Contractor when transporting HUSKY Health. The provider shall not transport NEMT Clients with non-client passengers, except for those individuals who are required to assist the client and have been identified by the Contractor. The provider shall not transport restricted clients with other clients when the Contractor has restricted or limited clients in multi-loading circumstances;

X.4. Maintain immediate contact capability with provider dispatchers or other Transportation Provider personnel with the ability to contact and locate drivers and vehicles;

X.5. Report on trip data in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as otherwise may be required by the Department; and

X.6. Evaluate pick-up, drop off and ride duration performance of Transportation Providers and utilize data to influence ride assignments.

Y. Coordination of Service Provision with Volunteer or Service Providers with Transportation Resources - The Contractor shall:

Y.1. Establish relationships with community programs to coordinate transportation for eligible clients served in those community programs;

Y.2. Recruit, contract and establish payment arrangements with traditional and non-traditional Transportation Providers, (providers of transportation as a secondary activity) and volunteers, where feasible and advantageous, including but not limited to Transportation Providers that meet the following requirements:

Y.2.1. Access to permitted vehicles;

Y.2.2. Licensed and approved drivers;

Y.2.3. Transportation service that complies with applicable regulations;

Y.2.4. The cost of such service does not exceed comparable cost for commercial transportation services; and

Y.2.5. Such Transportation Providers meet the Contractor's standards for qualification and performance that are no less stringent than those of the Department.

Z. Safety and Risk Management - The Contractor shall:

Z.1. Implement procedures that will ensure the safety of passengers and drivers;

Z.2. Provide vehicle status and maintenance data in a frequency and format approved by the Department; and

Z.3. Authorize the use of escort(s) or attendant(s) to accompany a client or group of clients who have a need or disability that necessitates the assistance of an escort or attendant including, but not limited to, blindness, deafness, mental illness, or developmental disability.

Z.4. Require escorts or other behavior management conditions when the Contractor has evidence of or a reason to believe that a client has exhibited behavior that may cause a disruption to the transportation service.

AA. NEMT Trip Payment Authorization - Processing and Payment of Claims

AA.1. The Contractor shall:

AA.1.1. Utilize the Departments established reimbursement rate schedules for NEMT services to be paid to the transportation provider by Contractor;

AA.1.2. Establish timely filing standards for the payment of NEMT clean claims;

AA.1.3. Reserve the right to recover payments made for incorrect or fraudulent claims; and

AA.1.4. Pay for the least expensive, appropriate mode of bus or livery transportation to be reimbursed by the Department.

AA.1.5. The Contractor (or Department) shall not pay for cancelled calls; no shows for ambulance, invalid coach, wheelchair accessible livery or taxi services; however, the Department and the Contractor shall jointly develop strategies to establish provider specific performance measures of client "no-shows" and to reduce client "no-shows."

AA.2. Non-emergency ambulance transport criteria:

AA.2.1. The client is bed-confined and a qualified medical professional certifies that the beneficiary's condition is such that other methods of transportation are contra-indicated; or,

AA.2.2. The client's medical condition, regardless of bed confinement, is such that transportation by ambulance is medically required:

AA.2.2.1. The patient's condition requires medical attention during transit which may include, but is not limited to, intravenous drip or suctioning during transport;

AA.2.2.2. The patient's diagnosis indicates that the patient's condition might deteriorate in transit to the point where medical attention would be needed; or

AA.2.2.3. The patient's condition requires hand and/or feet restraints; or

AA.2.2.4. The patient is comatose; or

AA.2.2.5. No alternative less expensive means of transportation is available as determined by the Department.

AA.2.3. Documentation requirements:

AA.2.3.1. The Contractor shall obtain documentation of medical necessity from a physician or physician's assistant (PA), nurse practitioner (NP), clinical nurse specialist (CNS), or registered nurse (RN), that attests that they have personal knowledge of the client's condition at the time the ambulance transport is ordered or the service is furnished. The certifying individual must be employed

by the client's attending physician or by the hospital or facility where the beneficiary is being treated and from which the beneficiary is transported;

AA.2.3.2. In all cases, the Contractor must keep the medical necessity documentation on file and, upon request, present it to the Department;

AA.2.3.3. The presence of the signed certification statement or signed return statement does not alone demonstrate that the ambulance transport is/was medically necessary. All other program criteria must be met in order for payment to be made;

AA.2.3.4. The Contractor's medical necessity assessment must concur with the physician's certification of need. In instances where the Contractor's medical personnel disagree with the physician's certificate of need, the Contractor shall seek approval from the Department's Medical Director or designee, unless the Department approves an alternate review process as proposed by the Contractor.

AA.2.4. Origin and destination requirements - Medicaid covers the following ambulance transportation when otherwise appropriate and least expensive mode of transportation is insufficient. This may require prior authorization for the medical service:

AA.2.4.1. From any point of origin to the nearest hospital, Critical Access Hospital (CAH) or Skilled Nursing Facility (SNF) that is capable of furnishing the required level and type of care for the beneficiary's illness or injury. The hospital or CAH must have available the type of physician or physician specialist needed to treat the beneficiary's condition;

AA.2.4.2. From a hospital, CAH, or SNF to the beneficiary's home or residence;

AA.2.4.3. From an SNF to the nearest supplier of medically necessary services not available at the SNF where the beneficiary is a resident, including the return trip;

AA.2.4.4. For a client who is receiving renal dialysis for treatment of End Stage Renal Disease, (ESRD), from the client's home or residence to the nearest facility that furnishes renal dialysis, including the return trip;

AA.2.4.5. Other transport destinations as prior approved by the Department.

AA.2.5. The client requires transportation while prone, but less expensive modes including stretcher van are not available or medically appropriate. The Contractor shall adhere to the following:

AA.2.5.1. Authorization Protocol for Non-Emergency Ambulance

AA.2.5.1.1. Develop, subject to the Department's prior approval, a protocol establishing the criteria for ambulance and livery utilization; and

AA.2.5.1.2. Apply a Department approved PA review protocol to authorize ambulance trips. The protocol shall conform to Medicare ambulance utilization guidelines issued by CMS.

AA.2.5.2. Authorization/Claims Mechanism

AA.2.5.2.1. Establish a secure electronic (e-mail) authorization methodology that will enable ambulance providers to request authorization electronically and which will allow the Contractor to provide the ambulance company a response to authorization requests in a timely manner and will allow the Contractor to record subsequent changes in the request including, but not limited to, address changes, number of service (trip) units, days of service, etc.;

AA.2.5.2.2. Provide the Transportation Providers the ability to reconcile trip data and to invoice the Contractor electronically "on-line" for actual trips provided; and

AA.2.5.2.3. Provide the opportunity for Transportation Providers to utilize other methods if they do not have the capability to invoice electronically.

AA.2.5.3. Authorization Standards

AA.2.5.3.1. Respond to prior authorization requests from clients and individuals or transportation providers acting on behalf of clients including ambulance providers as expeditiously as possible, including the ability to respond to PA requests on weekends and after normal business hours. When appropriate, the Contractor will authorize round trip authorizations. The Contractor shall respond to NEMT ambulance PA requests within three hours of the request;

AA.2.5.3.2. Review ambulance PA requests and all decisions regarding the utilization of ambulance transportation based on medical necessity and least expensive mode of transportation. The Contractor will document and record all reasons for both approval and denial of ambulance and livery PA requests;

AA.2.5.3.3. The Contractor may authorize "complete" round trips to and from the medical provider and multiple trips to the same healthcare provider for a continuation of the service for the initial need. Trips to regularly scheduled dialysis treatments or regularly scheduled methadone treatments are examples of ongoing trips where the Contractor may approve multiple trips in advance for the same clinical need. The

Contractor must, however, re-evaluate the client's eligibility at the beginning of each month if the multiple trips span multiple months;

AA.2.5.3.4. Apply the Department's rate schedule when providing prior authorization for NEMT services; and

AA.2.5.3.5. Obtain the Department's approval of all out of state requests for NEMT authorizations as expeditiously as possible.

AA.2.5.4. Schedule, as necessary, non-emergency ambulance and livery services. The Contractor will not authorize or arrange emergency ambulance services.

AA.2.5.5. Transportation Provider - Claims Submissions to the Contractor

AA.2.5.5.1. Staff a dedicated phone line for providers Fax Capabilities and require transportation providers to have a fax line to communicate with the Contractor, and for the Contractor to send daily trip lists or single trip assignments to transportation providers; provide a Transportation Provider Web Portal to help manage the flow of information between the Contractor and transportation providers. including: download trip assignments, accept and reject trips, retrieve and manage information about assigned trips, download training materials, bill for completed trips, and access reports and documents necessary to support their relationship with the Contractor; provide to manage their routing, billing, and vehicle and driver compliance tasks

AA.2.5.5.2. Instruct transportation providers regarding requirements for the submission of clean claims and for correcting suspended or denied claims;

AA.2.5.5.3. Instruct transportation providers to submit in-state NEMT ambulance and livery claims for eligible clients to the Contractor for processing; and

AA.2.5.6. Broker Claims Verification

AA.2.5.6.1. Verify the claims data as required by the Department before paying livery claims and transmitting electronic HIPAA compliant authorizations for NEMT ambulance to HP ; and

AA.2.5.6.2. Transmit authorizations for ambulance clean claims to HP bi-weekly, with no claims submitted later than thirty days from the date of the Contractor's receipt of the clean claim or resubmitted clean claim.

AA.2.5.7. Broker Payments

AA.2.5.7.1. Pay contracted and non-contracted livery transportation providers the amount of any clean claim(s)

AA.2.5.7.2. Submit authorizations and trip detail information for NEMT ambulance services to HP within thirty (30) days of receipt of such claim(s);

AA.2.5.7.3. Submit encounter data for all livery and bus transportation, personal reimbursements, and all other transportation.

AA.2.5.7.4. Reimburse individuals for authorized reimbursements no later than forty-five (45) days from the submission of a clean claim for such reimbursement. Reimbursements shall be scheduled at a minimum of twice monthly; and

AA.2.5.7.5. Develop an appropriate mechanism to pay for authorized out-of-state ambulance and livery trips.

AA.2.5.8. Resolution of Payment Problems

AA.2.5.8.1. Attend regular meetings hosted by the Department and attended by HP to address operational issues regarding Transportation Providers;

AA.2.5.8.2. Produce general and provider specific payment monitoring reports in coordination with HP, use those reports to identify payment problems and diagnose the nature of those problems (i.e. authorization related vs. claims adjudication related);

AA.2.5.8.3. Facilitate the identification and resolution of Transportation Provider payment problems;

AA.2.5.8.4. Participate in a rapid response team consisting of HP personnel and Contractor personnel to resolve issues related to timely and accurate claims payment. The Contractor shall present to the Department for their review and approval, a plan for coordinating problem assessment and intervention. The plan shall include provisions for on-site assistance by a response team when problems persist for more than 60 days; and

AA.2.5.8.5. Develop and implement an efficient mechanism to review and monitor ambulance and livery claims submissions to HP and follow-up on denied claims when requested to do so by the Transportation Provider or the Department.

AA.2.5.9. Broker Invoices to the Department - The Contractor shall:

AA.2.5.9.1. Provide the Department or its agent with an "encounter claim" for each Client and date of service that appears on the Contractor's invoice

for all transaction types in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department; and

AA.2.5.9.2. Invoice the Department on a monthly basis to reimburse the Contractor for the cost of transports provided to clients who are pending and other forms of transport for which the Contractor paid in advance, including but not limited to, bus, train, plane, personal reimbursement and out-of-state transports.

AA.2.5.10. Audit Requirements – Claims and Payment - The Contractor shall:

AA.2.5.10.1. Audit claims submitted by Transportation Providers to ensure that claims are only paid for trips that have been prior authorized and approved by the Contractor and have actually been delivered by the Transportation Provider and report to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department;

AA.2.5.10.2. Audit claims for clients who are pending on an on-going basis and report to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department;

AA.2.5.10.3. Maintain data on invoices received and paid for personal reimbursement, bus, plane or train tickets and other purchases;

AA.2.5.10.4. Report denied claims data to the Department in accordance Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department;

AA.2.5.10.5. Report to the Department on a monthly basis all requests for NEMT ambulance, including the Contractor's decision in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department; and

AA.2.5.10.6. Track and report to the Department on a monthly basis all authorizations for payment for transportation provided to clients who are pending.

AA.2.5.11. Denied ambulance authorization requests - Appeal and Reconsideration-The Contractor shall:

AA.2.5.11.1. Develop a Transportation Provider appeal process whereby the ambulance provider may appeal denied authorization requests within 45 days from the date of the request; and

AA.2.5.11.2. Issue a decision within fifteen days from the appeal hearing date. In the event that the Transportation Provider is dissatisfied with the Contractor's response to the Transportation Provider's appeal, the Transportation Provider may request the Department reconsider the Contractor's appeal decision. The Transportation Provider's request for reconsideration must be submitted to the Department within fifteen days of an adverse appeal decision by the Contractor. The reconsideration decision will be based on the information available in the Contractor's hearing decision and the decision by the Department will be final.

AA.2.5.12. Cross-over claims:

AA.2.5.12.1. The Contractor is not required to prior authorize NEMT ambulance when Medicare or another third party is responsible. The ambulance company will be required to submit cross-over claims to the Department according to the Department's policy.

AA.2.5.13. Facility Outreach:

AA.2.5.13.1. The Contractor shall develop and implement, subject to the Department's approval, an outreach strategy to hospitals, nursing homes and other facilities that rely on NEMT ambulance service. The purpose of the outreach effort will be to facilitate appropriate utilization of ambulance service.

BB. Continuous Improvement

BB.1. Quality Management – Utilization Review

BB.2. The Contractor shall pursue and strive consistently for high-quality services from its staff, contractors and Transportation Providers by implementing a Quality Management (QM) Program that includes comprehensive quality assurance and quality improvement activities in an organized, unambiguous plan to pursue high-quality services, and opportunities for improvement on an ongoing basis.

BB.2.1. The Department shall:

BB.2.1.1. Review for approval, prior to implementation, the Contractor's QM Program and plan description that incorporates its initiatives, strategies, and methodologies for on-going quality assurance, quality improvement, and concurrent systems for identifying issues that require immediate attention;

BB.2.1.2. Reject or approve, with or without comments and revisions, the proposed QM Program within thirty days of the Department's receipt of the QM Program plan. The Department may provide the Contractor with adjustments to its plan if the Department determines that the proposed QM Program plan does not meet the minimum requirements;

BB.2.1.3. Require the Contractor to study and evaluate issues that the Department may from time to time identify;

BB.2.1.4. Designate quality indicators to monitor performance;

BB.2.1.5. Review for approval all survey scripts or templates; and

BB.2.1.6. Periodically audit the QM efforts conducted by the Contractor and based on the results of the audit, require corrective action if necessary.

BB.2.2. The Contractor shall:

BB.2.2.1. Design and propose to the Department for its approval by January 1, 2013a comprehensive and cost effective QM Program plan. The Contractor agrees to implement and follow the approved QM Program after the Department approves the QM Program and revise and resubmit the QM Program to the Department for review and approval at least annually, no later than January 15 of each year. The Quality Program shall include a program structure, implementation schedule, and an outline of the QM objectives and planned programs to measure and improve NEMT services. At a minimum, the QM Program shall obtain and analyze information with minimal burden on Transportation Providers to address the following:

BB.2.2.1.1. Transportation Provider performance and management of promptness standards including a Department approved method to track and monitor Transportation Provider performance;

BB.2.2.1.2. NEMT Request Processing for eligible clients and clients who are pending;

BB.2.2.1.3. Prior authorization and utilization by mode (ambulance, stretcher, wheelchair – livery, sedan – livery, bus (by denomination), train, plane, air ambulance. On a monthly audit basis, NEMT utilization factors for each mode of transportation used shall be evaluated and verified:

BB.2.2.1.3.1. Appropriate and least expensive mode of transportation for the needs of the client;

BB.2.2.1.3.2. Closest appropriate healthcare provider;

BB.2.2.1.3.3. Covered services – appointment check;

BB.2.2.1.3.4. The reimbursement or claims payment is for actual services delivered within performance standards;

BB.2.2.1.3.5. The client attended the medical services as was pre-scheduled (100% of all pre-scheduled multiple trips, livery and bus) by confirmation with the medical provider;

BB.2.2.1.3.6. That claims for livery services for such appointments were for trips actually delivered to clients to attend such appointments (100% of all pre-scheduled multiple trips - livery);

BB.2.2.1.3.7. That the bus pass denomination was appropriate for the frequency of the medical services required by the client;

BB.2.2.1.3.8. That the client's pick up and drop off bus stop locations were within an appropriate distance from the client's residence and medical location;

BB.2.2.1.3.9. That the bus schedule and frequency is sufficient to accommodate the client's appointment schedule:

BB.2.2.1.3.9.1. The bus schedule and frequency shall provide more than one opportunity for a bus ride within 45 minutes prior to the medical appointment assuming that the client would be able to arrive at his or her destination prior to the scheduled appointment time; and

BB.2.2.1.3.9.2. The bus schedule and frequency shall provide more than one opportunity for a return bus ride after his or her appointment at a maximum of 45 minutes of wait time from the completion of the appointment; and

BB.2.2.1.3.9.3. Confirmation that the client had no medical, physical or linguistic barriers for utilizing such bus transportation.

BB.2.2.1.4. Claims auditing, verification and authorization transactions including retroactive NEMT medical necessity reviews of trips that were retroactively authorized or denied for those individuals who are retroactively granted eligibility, when the effective date of eligibility predates the date of service and the service requires prior authorization;

BB.2.2.1.5. Encounter data transactions;

BB.2.2.1.6. Invoicing methodology for clients who are pending;

BB.2.2.1.7. Complaint and Grievance Management: The QM Program shall utilize complaint and feedback from clients, Transportation Providers and

medical providers. The Contractor's QM Program shall describe its method to manage complaints and grievances from clients and healthcare providers regarding the Contractor and its Transportation Providers' performance. The procedures shall at a minimum describe:

BB.2.2.1.7.1. A hierarchy of steps a caller and the Contractor may take to address complaints or grievances including a flow chart and methodology to track, monitor, respond, and resolve all complaints;

BB.2.2.1.7.2. The method of informing the caller regarding the complaint resolution options;

BB.2.2.1.7.3. The tracking and management of complaints, including those resolved informally, including a short dated summary of the problem, the response and the resolution; and

BB.2.2.1.7.4. Reporting complaint summary information and analysis with recommendations to the Department in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements or as may be required by the Department.

BB.2.2.1.8. Significant Incident Management: The QM Program shall describe its method to manage significant incidents. The procedures shall at a minimum describe:

BB.2.2.1.8.1. Reporting methodology to the Department within one (1) hour of becoming aware of the incident and reporting on a quarterly and annual basis, critical incidents and significant events in the aggregate. Reports shall be submitted in accordance with timeframes outlined in Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements

BB.2.2.1.8.2. A rapid response investigation and corrective action process to manage significant incidents including a report and recommendation process to the Department

BB.2.2.1.9. Driver and vehicle licensure, certification and safety requirements;

BB.2.2.1.10. Ongoing Transportation Provider safety program that addresses at a minimum:

BB.2.2.1.10.1. Driver licensure, safety training, drug and alcohol testing; and

BB.2.2.1.10.2. Vehicle safety inspections.

BB.2.2.1.11. Licensure and Certification: An audit system to ensure that Transportation Providers meet licensure or certification requirements established by the Department of Transportation, Department of Public Health, and the Department of Motor Vehicles;

BB.2.2.1.12. Call Center performance: An ongoing review of employee Call Center performance shall include, at a minimum:

BB.2.2.1.12.1. A random selection of at least two phone calls per week from each employee communicating with callers for NEMT services reviewed and audited;

BB.2.2.1.12.2. The use of a standard protocol (as described in Section SS of this Contract, Staff and Transportation Provider Training and Procedures) for evaluating telephone call performance including the accuracy of the information provided and the sensitivity to customer satisfaction and telephone etiquette;

BB.2.2.1.12.3. Refer individual staff performing at less than an average of 90% proficiency in Call Center performance in any month to additional training or coaching;

BB.2.2.1.13. Methodology for surveying clients as described in "Client Satisfaction and Assurance" including prioritizing, monitoring, and analyzing problems identified through client surveys, and employee performance reviews;

BB.2.2.1.14. Selection and analysis of Quality Improvement Initiatives:

BB.2.2.1.14.1. The performance improvement programs detailed in the Quality Management Program plan shall include all of the quality related initiatives negotiated as performance targets.

BB.2.2.1.14.2. The Contractor shall implement at least two additional quality improvement initiatives/efforts each year. The programs will be subject to the Department's approval and must address significant performance factors. The Department will collaborate with the Contractor to select the performance improvement programs.

BB.2.2.1.14.3. All of the performance improvement programs shall include the measurement of performance and quality indicators which shall be:

BB.2.2.1.14.3.1. Objective;

BB.2.2.1.14.3.2. Clearly and unambiguously defined;

BB.2.2.1.14.3.3. Valid and reliable;

BB.2.2.1.14.3.4. Systematically collected;

BB.2.2.1.14.3.5. Capable of measuring outcomes such as changes in performance or client satisfaction or valid proxies of those outcomes; and

BB.2.2.1.14.3.6. Representative of the entire population to which the quality indicator is relevant.

BB.2.2.1.14.4. All of the performance improvement programs shall evaluate the effectiveness of any system interventions to achieve quality improvement.

BB.3. The QM Program plan shall describe the procedures for reporting the results of QM activities to the Department, Transportation Providers and medical providers and others as appropriate. The Contractor shall provide feedback to its Transportation Providers regarding the operation of its QM effort. The Contractor shall remain fully accountable for all quality assurance matters related to its Transportation Providers.

BB.4. The QM Program plan shall describe the procedures for following up on the results of Quality activities to determine success of implementation. The Contractor shall document in writing its follow-up efforts.

BB.5. Fund a position that employs a dedicated qualified QM key person, approved by the Department, responsible for the operation and success of the QM Program. This person shall have adequate experience to ensure a successful QM Program including the skills and ability to objectively evaluate and analyze provider and Contractor performance data and propose recommendations to the Department to resolve any identified issues.

BB.6. Coordinate a Quality Assurance Committee with the Department as the lead that includes representatives from various health services and community providers to advise the Contractor on performance and quality improvement issues and strategies. Representation and membership on the committee shall be subject to the Department's approval. The Quality Assurance Committee shall meet at least quarterly and produce written documentation of committee activities to be shared with the Department.

BB.7. Submit to the Department a comprehensive Quality Management Program Evaluation and Report on January 15th and annually thereafter. The report shall be based on the performance measures and the report components shall correspond to the evaluation components and schedule outlined in the Contractor's Quality Management Program plan. The minimum requirements of the evaluation report shall be determined by the Department.

CC. Data Analysis and Reporting Requirements

CC.1. The Department shall:

CC.1.1. Review and approve or reject report formats and submitted reports. The Department and the Contractor shall jointly develop the report templates within thirty days from the execution of the contract; and

CC.1.2. Approve or deny report submission extension requests.

CC.2. The Contractor shall:

CC.2.1. Capture data and provide reports consistent with the data elements identified in Exhibit D: Reporting Requirements : _.

CC.2.1.1. Produce and submit accurate reports as required by the Department and attest to the accuracy of the reports through a certifying signature on the reports by an authorized representative of the Contractor;

CC.2.1.2. Establish and notify the Department of the "Key Person" responsible for the analysis of data and the coordination of the transmission of reports, correction of errors associated with the reports, and the resolution of any follow up questions;

CC.2.1.3. Implement processes and controls to ensure data integrity and accuracy of all reports;

CC.2.1.4. Analyze data and develop service improvement recommendations for the Department;

CC.2.1.5. Report on activities and measures as listed below on a regularly scheduled basis or as otherwise required by the Department, in the format required by the Department which may be modified from time to time;

CC.2.1.6. Transmit to the Department no later than the 15th of each month certain data, files and reports as the Department may require similar to those listed below recognizing that the Department may require format and content modifications;

CC.2.1.7. Adhere to all Section CC of this Contract, Data Analysis and Reporting Requirements and Exhibit D: Reporting Requirements;

CC.2.1.8. Submit electronically all reports outlined below in accordance with the due dates and, where applicable, in the prescribed format;

CC.2.1.9. If and when the Contractor identifies an error, notify the Department within one business day of becoming aware of an error that exists and resubmit the

corrected report within five business days or a mutually agreed upon timeframe;

CC.2.1.10. Respond to requests from the Department for ad-hoc reports within a mutually agreed upon timeframe, including reporting specifications, development, cost, if any, and the expected delivery date of the report;

CC.2.1.11. Provide data from its databases to agency systems and data warehouses as required by the Department;

CC.2.1.12. Create, update and maintain licensure files to be shared with the Department upon request that document that each Transportation Provider is appropriately licensed and/or certified and qualified to serve clients.

CC.2.1.13. Maintain capability to provide summary information, any subset of data, and reports on all of the data elements listed in Exhibit D: Reporting Requirements, at the request of the Department;

CC.2.1.14. Submit all reports according to the following schedule unless otherwise determined by the Department:

CC.2.1.14.1. Annual Reports due by February 15 of each year.

CC.2.1.14.2. Quarterly reports due as follows:

Quarter Ending	Report Due
March 31	May 15
June 30	August 15
September 30	November 15
December 31	February 15

DD. Encounter Data - The Contractor shall:

DD.1. Maintain "Encounter Data" for all NEMT claims and purchases;

DD.2. Supply the Department's claims fiscal intermediary with required livery and ambulance claims data in an electronic HIPAA compliant form and frequency as determined by the Department;

DD.3. Revise encounter data when the Contractor discovers errors in Transportation Provider invoices or payments made to Transportation Providers or individuals;

DD.4. Work with the Department to create specifications for encounter claim format and detail;

DD.5. Work with the Department to create specifications for submitting encounter claims not paid through the fiscal intermediary to the Department's Data Warehouse to facilitate the Department's claiming of Federal Financial Participation (FFP);

DD.6. Submit records of all requested, authorized, and denied services for eligible individuals including all data fields listed in the Utilization Management subsection and any other information about the authorization as specified by the Department to the DSS Data Warehouse, in a mutually agreeable electronic format and frequency of transmission.

EE. Transportation Provider and Healthcare Provider Relations- The Contractor shall:

EE.1. Develop and maintain positive Contractor-Provider relations; communicate with all providers in a professional and respectful manner; promote positive provider practices through communication and education and provide administrative services in the most efficient manner possible in an effort to pose minimal burden on providers;

EE.2. Promote on-going and seamless communication between providers and the Contractor and include transportation and healthcare providers in discussions to improve service and reduce cost;

EE.3. Work with Transportation Providers to reduce administrative burden through the use of the Contractor's Automated Voice Response system, Web systems, and other technologies;

EE.4. Provide encryption software upon request from a Transportation Provider to provide for the exchange of client data via e-mail;

EE.5. Post all policies and procedures, and other material produced as a requirement under this contract, with prior Department approval, on the Contractor's Connecticut NEMT Website;

EE.6. Make all policies and procedures, and other material produced available to Transportation Providers upon request in print copy;

EE.7. Conduct an initial statewide Transportation Provider orientation(s) to address performance expectations, Transportation Provider reimbursement and safety concerns;

EE.8. Offer training and technical assistance to Transportation Providers regarding driver responsibilities and code of conduct while transporting Medicaid Clients, performance standards and other topics appropriate to the operation of the NEMT program;

EE.9. Track and manage all Transportation Provider inquiries and complaints related to NEMT and provide a summary of such inquiries and complaints to the Department quarterly;

EE.10. Ensure that all inquiries and complaints are addressed and resolved in compliance with the Contractor's approved QM Program plan, and no later than thirty days from receipt;

EE.11. Inform the Department immediately when urgent circumstances require an immediate response from the Department.

FF. Client Satisfaction and Assurance- The Contractor shall:

FF.1. Proactively and reactively pursue client satisfaction with NEMT services;

FF.2. Solicit client assessment through formal surveys and complaints made through a formal grievance procedure regarding the transportation service and actively address concerns raised by clients. The surveys may be conducted in cooperation with medical providers or other groups and may take the form of a mailed survey or an internet based survey. The Department must approve the survey instrument, questions and distribution methodology prior to the release of the survey. The initial survey will be released within twelve months of contract execution and at annual intervals thereafter.

GG. Complaint Resolution and Grievance Procedures- The Contractor shall:

GG.1. Implement practices to resolve client and provider complaints and formal grievances. At a minimum the Contractor's internal methodology for resolving qualified NEMT Client's complaints and formal grievances shall include:

GG.1.1. Policies and procedures for registering, responding, and resolving complaints within thirty days, including a regular analysis of complaints to identify and resolve outstanding problems and trends;

GG.1.2. Documentation of the substance of the complaints or grievances and the actions taken;

GG.1.3. Aggregation and analysis of complaints and grievances data and use of the data for quality improvement;

GG.1.4. An appeal process for unresolved grievances; and

GG.1.5. How the Contractor will issue and track Notices of Action (see Section 2.30).

GG.2. Implement a computerized system to record all data associated with complaints that at a minimum shall include:

GG.2.1. Aggregation of complaint and grievance data including scanned documents, emails, recorded telephone calls, notes, summaries and any other information pertaining to a complaint or grievance and ensure a retrievable mechanism by appropriate data fields;

GG.2.2. Analysis shall include the following data elements, which will be submitted to the Department on a mutually agreed upon regular schedule:

GG.2.2.1. Client identification

GG.2.2.2. Trip identification

GG.2.2.3. Town

GG.2.2.4. Complaint Date

GG.2.2.5. Service Date

GG.2.2.6. Complaint Content

GG.2.2.7. Complaint Code

GG.2.2.8. NEMT Provider

GG.2.2.9. Investigation by Contractor

GG.2.2.10. Conclusion

GG.2.2.11. Follow-up, Policy and Practice Changes

GG.3. Inform the Department immediately when inquiries and complaints are of an urgent nature and require an immediate response from the Department;

GG.4. Provide the Department with a report outlining the Contractor's compliance with required timeframes and notifications related to client and provider inquiries and complaints. The Department and the Contractor shall agree to the form, content and frequency of the report in advance; and

GG.5. Analyze and review complaint and incident data and propose solutions and recommendations to the Department on a monthly basis to improve NEMT services.

HH. Significant Incident Management

HH.1. The Contractor shall implement an incident management program oriented to the timely discovery, thorough investigation and corrective action to prevent or mitigate harm and improve NEMT service.

II. Appeals – Internal Review

II.1. General Requirements:

II.1.1. A client, or a person acting on behalf of a client, may appeal any adverse decision regarding NEMT services to a designated lead individual or supervisor within the Contractor's organization.

II.1.2. Whenever a Call Center representative or other staff person denies or reduces a request for NEMT services or suspends an existing service, the Contractor must inform the client while the representative is on the call with the client or in a subsequent telephone call, and must send a written Notice of Action so that the client has an opportunity to request an appeal to a supervisor or designated lead person in the organization and may request an administrative hearing with the Department.

II.1.3. The process for appealing a decision with the Contractor and for requesting an administrative hearing shall be unified for all clients who request NEMT services. The Contractor and the Department shall treat the filing of an NEMT appeal with the Contractor as a simultaneous request for an administrative hearing with the Department.

II.1.4. At the time the client requests NEMT services, the Contractor shall attempt to obtain all appropriate information to verify and authorize the transportation request as more fully described above.

II.1.5. When the Contractor is unable to verify appointments and the appropriate mode of transportation while the caller is on the telephone requesting the service from the Contractor, the Contractor shall inform the client that the Contractor requires additional information and the client must either provide written documentation or grant the Contractor the right to contact the medical provider to obtain further information before authorizing the trip.

II.1.6. The Department shall schedule an administrative hearing within thirty calendar days of receipt of the appeal and notify the client and Contractor of the hearing date and location. If a client is disabled, the hearing may be scheduled at the client's home, if requested by the client. The Department shall date stamp and forward the appeal by fax or scanned pdf via email to the Contractor within two business days of receipt. The fax or email to the Contractor will include the date the client mailed the appeal to the Department. The postmark on the envelope will be used to determine the date the appeal was mailed. The Department shall fax or email a request for expedited review to the Contractor within one business day of receipt by the Department when the client's appeal contains a request for expedited review. The fax or email will include the date the client mailed the appeal. If the Contractor receives an appeal form, the Contractor shall date stamp and fax the appeal to the appropriate fax number at the Department within two business days.

II.1.7. If the Contractor terminates, suspends or reduces an existing authorization for services being provided to a client, the client has a right to continuation of those services, provided that the client files an appeal/hearing request within ten (10) calendar days from the date the NOA is mailed to the client, or the effective date of the intended action, whichever is later. The right to continuation of services applies to the scope of services previously authorized for the time period between filing the appeal and a decision being rendered. The right to continuation of services does not apply to subsequent requests for approval that result in denial of the additional request or re-authorization of the request at a different level than requested.

II.1.8. An individual(s) having final decision-making authority shall render the Contractor's appeal decision, with the understanding that the Department has the ultimate final decision in all matters.. Any appeal arising from an action based on a determination of medical necessity shall be decided by the Contractor's medical staff.

II.1.9. An appeal may be decided on the basis of the written documentation available (or other reliable source of information including telephone recorded information including the conversation of any qualified person able to contribute pertinent information to the matter being appealed) unless the client requests an opportunity to discuss the decision with the Contractor and/or requests an opportunity to submit additional documentation or other written material.

II.1.10. If the client wishes to meet with the Contractor's decision-maker, the meeting can be held via telephone or at a location accessible to the client. Subject to approval of the Department's regional Offices, any of the Department office locations may be available for video conferencing.

II.1.11. The Contractor shall mail to the client, the client's parent or guardian if the client is under the age of 18 and/or the Department of Children and Families' central office contact person for any child who is committed to or in the custody of the Department of Children and Families, a written appeal determination described below, with an electronic copy to the Department, by the date of the Department's administrative hearing.

II.1.12. The Contractor's written appeal determination shall include the client's name and address; the Contractor's name and address; a complete description of the information or documents reviewed by the Contractor in rendering its decision; a complete statement of the Contractor's findings and conclusions, including a citation to the legal authority that is the basis of the appeal determination; a clear statement of the Contractor's disposition of the appeal; and a statement that the client has exhausted the Contractor's internal appeal procedure. If the appeal is submitted in Spanish, it shall be responded to in Spanish.

II.1.13. Along with the appeal determination, the Contractor shall remind the client on a form, which shall be approved by the Department, of the option to appeal to

the Department if the client is dissatisfied with the Contractor's denial, reduction, or suspension of NEMT services. The form shall state that the Department has already reserved a time to hold an administrative hearing concerning that determination and provide that information to the client.

II.1.14. The Contractor shall remind the client on the form that if the client fails to appear at the administrative hearing, the client's reserved hearing time will be cancelled and any disputed services that were maintained will be suspended, reduced, or terminated in accordance with the Contractor's appeal determination. If clients are entitled to a continuation of services, the Contractor shall indicate that the services will be continued for the duration of the existing authorization until the outcome of the Administrative hearing is determined.

II.1.15. If the client requests an Administrative Hearing the Contractor must prepare a written narrative of the situation for the Department's Administrative Hearing Officer and may be directed by the Department to attend the hearing.

II.1.16. The Department shall retain decision-making authority on authorization of transportation services. The Department's decisions on matters involving Contractor denial of transportation services shall be final and binding and shall not be subject to appeal by the Contractor.

II.1.17. The Contractor shall submit the summary narrative and related materials to the Department's NEMT Program staff for review and approval at least ten days before the scheduled hearing. The Contractor will mail an approved summary to the client at least five days before the scheduled hearing. An employee of the Contractor with a title of manager or higher shall attend the scheduled hearing.

JJ. Notices of Action

JJ.1. A Notice of Action (NOA) shall be issued to a client upon denial, suspension, or termination of services.

JJ.1.1. The Contractor shall comply with Department policies and procedures related to Notice of Action and Administrative Hearings. Such policies and procedures may change and the Department shall notify the Contractor of any changes when they occur. Additionally the Department and the Contractor will annually review the policies and procedures.

JJ.1.2. The Contractor shall:

JJ.1.2.1. Utilize the Grievance and Complaint resolution process identified above;

JJ.1.2.2. After informing a client of an adverse decision as described above, the Contractor shall mail a written denial notice (Notice of Action – NOA) on the form developed and provided to the Contractor from the Department, including

the reason for the denial, within one (1) business day of the decision to deny the service and retain documentation evidencing that the NOA was sent.

JJ.1.2.3. The following reasons would qualify for an NOA to be sent:

JJ.1.2.3.1. Denial because the services to which the client wishes to be transported are not Medicaid-covered services. Conn. Agencies Regs. 17-134d-33(e)(1)

JJ.1.2.3.2. Denial because the client is not receiving the type of transportation that he or she has requested. Department has the right to determine which type of transportation is most appropriate for the client. Conn. Agencies Regs. 17-134d-33(e)(2)(A)

JJ.1.2.3.3. Denial because the healthcare provider chosen by the client is not the "nearest appropriate healthcare provider of medical services." Conn. Agencies Regs. 17-134d-33(e)(2)(B). In order to deny on this basis, there must be a determination made by the vendor that "traveling further distances provides no medical benefit" above which the client would receive at a closer provider.

JJ.1.2.3.4. Denial because the method of transportation requested is not "the least expensive appropriate method of transportation, depending on the availability of the service and the physical and medical circumstances of the [client.]" Conn. Agencies Regs. 17-134d-33(e)(2)(C)

JJ.1.2.3.5. Denial because the client wants to go to a medical provider solely for the purpose of picking up a prescription or a written prescription order, Conn. Agencies Regs. 17-134d-33(e) (3) (D), or solely for the purpose of picking up "an item [that] does not require a fitting." Conn. Agencies Regs. 17-134d-33(e) (3) (F).

JJ.1.2.4. Utilize the Notice of Action letters and appeals process provided by the Department. The Contractor shall prepare for and participate in client appeals, as the Department requires and at the Contractor's expense.

KK. Third Party Liability - The Contractor shall:

KK.1. Obtain information concerning possible third party payers for participating clients;

KK.2. Report to the Department any information that varies with the information on AEVS and transmit copies of verification when provided by the client;

KK.3. Coordinate NEMT benefit for eligible Medicaid Clients who may be entitled to other federal health insurance or other resources to avoid cost to the Department's NEMT program;

KK.4. Assist the Department in all third party recovery efforts;

KK.5. Notify the Department of any/all NEMT accidents as significant incidents in accordance with applicable procedures. When a client is a party to the accident, the Contractor shall also provide the name of the insurance carrier and relevant contact information including, but not limited to, the NEMT company driver, owner, carrier and policy number.

LL. Fraud and Abuse Prevention

LL.1. The Department is extremely concerned about the potential for fraudulent, abusive and inappropriate use of Medicaid covered transportation both on the part of Transportation Providers and clients including:

LL.1.1. Transportation of ineligible riders;

LL.1.2. Trips to non-covered Medicaid services;

LL.1.3. Multiple trips where only one trip is necessary;

LL.1.4. Transportation in an ambulance, stretcher, or wheelchair-accessible vehicle when the client's medical needs do not warrant that mode of transportation;

LL.1.5. Charges by Transportation Providers for more miles than the actual distance of the trip;

LL.1.6. Trips that never occur;

LL.1.7. Gratuities or other types of inducements to the clients or others acting on behalf of the clients for any purpose; and

LL.1.8. Transportation in unlicensed or unpermitted vehicles or licensed and permitted vehicles driven by uninsured drivers.

LL.2. The Contractor (and its Transportation Providers) shall:

LL.2.1. Not knowingly take any action or fail to take any action that could result in an unauthorized benefit to the Contractor, its employees, its Transportation Providers, its vendors, or to a client;

LL.2.2. Commit to preventing, detecting, investigating, and reporting potential fraud and abuse occurrences, and shall assist the Department and DHHS in preventing and prosecuting fraud and abuse in the NEMT program;

LL.2.3. Acknowledge that the Department and DHHS, Office of the Inspector General, has the authority to recover payments or to impose civil monetary penalties on individuals and entities that submit false and fraudulent claims related to the NEMT program;

LL.2.4. Immediately notify the Department when it detects a situation of potential fraud or abuse, including, but not limited to, the following:

LL.2.4.1. False statements, misrepresentations, concealment, failure to disclose, and conversion of benefits;

LL.2.4.2. Any giving or seeking of kickbacks, rebates, or similar remuneration;

LL.2.4.3. Charging or receiving reimbursement in excess of that provided by the Department; and

LL.2.5. Cease any conduct that the Department or its agent deems to be abusive of the NEMT program, and take any corrective actions requested by the Department or its agent;

LL.2.6. Provide information, as requested by the Department, on any employee or Transportation Provider who has been convicted of a civil or criminal offense related to that person's involvement with Medicare, Medicaid, or any other federal or state assistance program;

LL.2.7. Attest to the truthfulness, accuracy, and completeness of all data submitted to the Department, based on the Contractor's best knowledge, information, and belief;

LL.2.8. Implement administrative and management procedures and a mandatory compliance plan to guard against fraud and abuse. The Contractor's compliance plan shall include but not necessarily be limited to, the following efforts:

LL.2.8.1. The designation of a compliance officer and a compliance committee, who reports to senior management;

LL.2.8.2. Written policies, procedures and standards which demonstrate commitment to comply with all applicable Federal and State standards;

LL.2.8.3. Effective lines of communication between the compliance officer and Contractor employees and Transportation Providers;

LL.2.8.4. Conducting regular reviews and audits of operations to guard against fraud and abuse;

LL.2.8.5. Assessing and strengthening internal controls to ensure claims are submitted and payments are made properly;

LL.2.8.6. Effectively training and educating employees, Transportation Providers, and Transportation Providers about fraud and abuse and how to report it;

LL.2.8.7. Effectively organizing resources to respond to complaints of fraud and abuse;

LL.2.8.8. Establishing procedures to process fraud and abuse complaints; and

LL.2.8.9. Establishing procedures for prompt responses to potential offenses and reporting information to the Department.

LL.2.9. Examine publicly available data, including but not limited to the CMS Medicare/Medicaid Sanction Report and the CMS website (http://www.oig.hhs.gov) (LEIE - List of Excluded Individuals and Entities) to determine whether any potential or current employees, providers, or Transportation Providers have been suspended or excluded or terminated from the Medicare or Medicaid programs and shall comply with, and give effect to, any such suspension, exclusion, or termination in accordance with the requirements of State and Federal law; and

LL.2.10. Meet the requirements of Section § 6032 (if applicable) of the Deficit Reduction Act of 2005, P.L. 109-171, and any implementing regulations or guidance on those requirements issued by the federal government. These sections of the Federal Deficit Reduction Act of 2005 ("DRA") require entities that make or receive annual Medicaid payments of $5 million or more ("covered entities") to:

LL.2.10.1. Establish written policies for all employees of the entity (including management), and of any contractor or agent of the entity, that provide detailed information about S. 1932—71 the False Claims Act established under sections 3729 through 3733 of Title 31, United States Code, Administrative Remedies for False Claims and Statements established under Chapter 38 of Title 31, United States Code, any State laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in section 1128B(f));

LL.2.10.2. Include as part of such written policies, detailed provisions regarding the entity's policies and procedures for detecting and preventing fraud, waste, and abuse; and

LL.2.10.3. Include in any employee handbook for the entity a specific discussion of the laws described in subparagraph (a), the rights of employees to be protected as whistleblowers, and the entity's policies and procedures for detecting and preventing fraud, waste, and abuse.

MM. Performance Oversight

MM.1. Contract Compliance, Performance Targets, Standards, and Sanctions - General Requirements

MM.1.1. The Department has established mechanisms to support and encourage continuous NEMT quality improvement. The primary mechanism is the use of

Performance Targets that both the Department and the Contractor design as performance goals for a specific future performance measurement period. The Department also has established standards for specific performance that are crucial and fundamental to the integrity of the program. These standards are intended to reinforce performance levels in specific areas based in law, regulation or policy.

MM.1.2. Performance Targets are intended to ensure continued quality improvement and cost management.

MM.1.3. Performance Standards and Sanctions are intended to insure a minimum level of service throughout the term of the contract. All provisions for Performance Standards also shall constitute independent requirements for the purpose of determining whether the Contractor may be subject to penalties.

MM.1.4. The Department requires the Contractor to obtain and maintain throughout the term of the contract a Performance Bond in the amount of $2 million dollars to protect the Department against costs due to the Contractor's failure to perform.

MM.1.5. The Department shall evaluate the on-going performance of the Contractor during the term of the contract through annual Performance Reviews.

MM.2. Performance Targets and Withhold Allocation

MM.2.1. The Department shall withhold 7.5% of each monthly administrative payment during each year of the contract to be paid to the Contractor, in whole or in part, on an annual basis contingent upon the Contractor's success in meeting established Performance Targets as set forth in Exhibit A.

MM.2.2. The Contractor shall negotiate annual performance targets with the Department to be fully incorporated as part of Exhibit A, attached hereto, without the need for a formal amendment. Both parties will sign the new performance targets annually. If the Department and the Contractor are not able to agree to annual performance targets, the Department shall have the right to terminate this agreement no sooner than 120 days after January 1 of the year to which such negotiated targets would have applied.

MM.2.3. Performance Targets will be tied to objectives such as access, quality, and utilization management. Each Performance Target has a separate value. The Contractor shall have the opportunity to separately earn the amount associated with each Performance Target.

MM.2.4. Performance Targets for the transition period following the execution of the contract and concluding with the "start of the Full Implementation" shall be related to that transition period.

MM.2.5. The Contractor and the Department will negotiate Performance Targets for successive annual (twelve month) periods. The schedule of review may be revised. The initial PMPM target and terms for return of the withhold will be negotiated . The Performance Targets shall, among other things, include provisions related to the timely and accurate payment of claims and personal reimbursement and submission of encounter data to the Department.

MM.2.6. The Department shall measure the Contractor's success in meeting the Performance Targets. The Department shall establish specifications mutually agreeable to the Department and the Contractor for measurement of the Contractor's performance and shall calculate the Contractor's performance on reports or data submitted by the Contractor.

MM.2.7. The Contractor's failure to provide the Department with the requisite data or reports in accordance with the agreed reporting frequency for the Performance Period shall result in the Contractor's forfeiting the specified percentage of withhold attached to the corresponding Performance Target(s).

MM.2.8. The Department shall determine whether the Contractor has met, exceeded or fallen below each of the required Performance Targets set forth in this subsection. The decision of the Department shall be final.

MM.2.9. In determining the Contractor's success in meeting the agreed upon Performance Targets, performance measures will not be rounded. For example, if the Contractor is required to achieve a performance level of 95%, the target will not be achieved if the performance is 94.9%.

MM.2.10. When a Performance Target includes the performance of a random sample, the sample size will be mutually agreed upon by the Department and the Contractor and will be based on the size of the population relevant to the Performance Target.

MM.2.11. The reporting period for purposes of calculation of the Contractor's success in meeting the Performance Targets shall be by twelve month period beginning with January 1 of a calendar year unless otherwise stipulated by the Department. Claim based reports used to measure Performance Targets will not be completed until three (3) months after the close of the Performance Period to allow for claims run out.

MM.2.12. The Department shall notify the Contractor of its success or failure in meeting the Performance Targets on or before April 15th of each year.

MM.2.13. If the Contractor has failed to meet a Performance Target the Contractor shall, within fifteen (15) business days from the date of the Department's notification of the Contractor's failure to meet a specified Performance Target(s), submit a written report to the Department that shall explain why specific

Performance Targets were not met and describe a plan of action to be implemented in an effort to meet these Performance Targets in the future.

MM.2.14. If the Contractor has met or exceeded the Performance Targets the Department shall return the specified portion of the withhold, not more than 60 days from the close of the calendar year or receipt of the most recent data, whichever is later.

MM.3. Performance Standards and Sanctions

MM.3.1. The Department has established Performance Standards as outlined in subsection MM.4 below.

MM.3.2. The Contractor's failure to meet minimum Performance Standards as outlined in subsection MM.4 will result in a sanction against the Contractor for each occurrence per Performance Standard not met. If the Contractor's Performance Reports or audits by the Department indicate that the Contractor failed to meet these Standards within the specifications under consideration, the Department shall adjust the Contractor's payment by a predetermined dollar amount set for each Performance Standard. Subsection MM. 4 identifies a portion of the Performance Standards and corresponding measures and the dollar amount to be deducted from the Contractor's payment if and when the Performance Standard is not met. The Contractor shall not be penalized for reporting delays that are the fault of the Department or its agents.

MM.3.3. Throughout the term of the contract the Department shall regularly review the Performance Standard reports to determine whether the Contractor is meeting these standards and issue a written sanction notification for each occurrence in which the Contractor fails to meet a Performance Standard. The Department shall have the sole authority to determine whether the Contractor has met, exceeded or fallen below any or all of the Performance Standards.

MM.3.4. The Department shall adjust the Contractor's administrative payment for each sanction on the payment following the delivery of the written notification.

MM.3.5. The Department shall review for approval the development of, modification to and implementation of corrective action plans.

MM.3.6. The Contractor shall submit to the Department a corrective action plan to avoid the recurrence of non-compliance, along with a timetable for implementation of the corrective action plan, within fifteen (15) business days from the date of the Department's written sanction notification to the Contractor for failure to meet a specified standard.

MM.3.7. Implementation of any sanction provision or the decision of the Department to refrain from implementation shall not be construed as anything other than a means of further encouraging the Contractor to perform in accordance with

the terms of the contract and is not the Department's sole remedy to the specific performance of the contract requirement.

MM.4. In addition, the Department will impose the following schedule of performance sanctions when the Contractor or its subcontractors fail to perform according to the standards listed below:

MM.4.1. Class A Performance Sanctions

MM.4.1.1. The Department will impose a Class A Sanction each time the Contractor fails to comply with the contract on an issue warranting a Class A Sanction listed below. The Department will notify the Contractor in writing in advance of imposing any sanction and will give the Contractor up to five business days to present its position regarding the Department's determination of a violation warranting a Class A sanction. Said sanction will be no more than $500 for the first three (3) sanctions of the same type. Thereafter violations of the same contractual provision will result in a sanction of no more than $1,000.

MM.4.1.2. In addition, the Department may assess a performance sanction of $10,000 when the Department determines that the Contractor has engaged in a pattern of noncompliance with Class A performance measures and requirements. When the Department determines that the Contractor has exhibited a pattern of noncompliance with Class A measures and requirements, the Department shall notify the Contractor of such determination and shall provide the Contractor up to five business days from such notification to appeal the determination and offer a rationale why the Contractor should not be assessed the sanction.

MM.4.1.3. Violations warranting a Class A Sanction include:

MM.4.1.3.1. Failure to maintain access to current policies, (per six month review period).

MM.4.1.3.2. Failure to provide recorded client service phone calls as requested, (per six month review period).

MM.4.1.3.3. Billing the Department for a trip that was not provided.

MM.4.2. Class B Performance Sanctions

MM.4.2.1. Each time the Contractor (including a subcontractor) fails to comply with the contract on an issue warranting a Class B Sanction (see below), the Department shall notify the Contractor of its determination in writing and in advance of imposing any sanction. The Department may assess a performance sanction of up to $5,000.00 per occurrence.