PSA

Original Contract Number:	999LOG-MED-02/12DSS1201QD		
Amendment Number:			
Maximum Contract Value:	$24,796,833		
Contractor Contact Person:	Albert Cortina	Tel:	(404) 888-5800 x457
DSS Contact - Contract:	Andrea Alexander	Tel:	(860) 424-5780
Program:	Judi Jordan	Tel:	(860) 424-5860

STATE OF CONNECTICUT
PERSONAL SERVICE AGREEMENT
("PSA", "Contract" and/or "contract")
Revised February 2010

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES
Street: 25 SIGOURNEY STREET
City: HARTFORD **State:** CT **Zip:** 06106
Tel#: (800) 842-1508 **("Agency" and/or "Department"), hereby enters into a Contract with:**
Contractor's Name: **LOGISTICARE SOLUTIONS, LLC**
Street: **1275 PEACHTREE STREET, 6TH FLOOR**
City: **ATLANTA** **State:** **GA** **Zip:** **30309**
Tel#: **(404) 888-5800** **FEIN/SS#:**

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term	This Contract is in effect from **11/09/12** through **12/31/16 with 3, one year options.**
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 4-98 as applicable, and 17b-3 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
Contract Amendment	This Contract may be amended only be means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered; placed in the U.S. mail, first class and postage prepaid, return receipt requested; or placed with a recognized, overnight express delivery service that provides for a return receipt. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	**STATE OF CONNECTICUT** **DEPARTMENT OF SOCIAL SERVICES** **25 SIGOURNEY STREET** **HARTFORD, CT 06106** **Attention: Judi Jordan** **Attention: Andrea Alexander**	If to the Contractor:	**LogistiCare Solutions, LLC** **1275 Peachtree Street, 6th floor** **Atlanta, Georgia 30309** **Attention: Albert Cortina**

999LOG-MED-02/12DSS1201QD

CONTRACT FOR THE PROVISION OF STATEWIDE ADMINISTRATION OF THE NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM

BY AND BETWEEN

LOGISTICARE SOLUTIONS, LLC

AND

STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

999LOG-MED-02/12DSS1201QD

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PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, AND PROGRAM- AND AGENCY-SPECIFIC SECTIONS

A. General

A.1. The Contractor shall provide the following specific services for the Medicaid non-emergency medical transportation program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget, and all of the terms and conditions within the exhibits.

B. Term

B.1. Term - This contract shall be in effect from 11/09/2012 through 12/31/2016, with three, one year options to be exercised at the Department's discretion. Contract implementation will include the first three months of the contract term (11/01/2012 through 01/31/2013) with a target start date of 02/01/2013 to be fully operational.

C. Abbreviations / Acronyms / Definitions

C.1. "Abuse"

C.1.1. Transportation Provider and/or Contractor practices that are inconsistent with sound fiscal, business or medical practices that result in an unnecessary cost to the State of Connecticut, medical harm to the client, or a pattern of failing to provide medically necessary services required by this contract. (Client practices that result in unnecessary cost to the State of Connecticut also constitute abuse).

C.2. "Action"

C.2.1. The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; the failure to provide services in a timely manner, as defined by the Department; the failure of a Contractor to act within the timeframes for authorization decisions set forth in this contract.

C.3. "Additional Stop"

C.3.1. All trips have one pickup point and one drop-off point. An additional stop is a pickup point or drop-off point other than the initial pickup and final drop-off points. Additional stops occur when multiple clients are transported during a single trip.

C.4. "Administrative Hearing"

C.4.1. A formal review by the DSS that occurs after the Contractor and a Medicaid member have failed to find mutual satisfaction concerning decisions rendered such as denials, reductions, suspensions, terminations or appropriate levels of service.

C.5. "Agent"

C.5.1. An entity with the authority to act on behalf of the Department.

C.6. "Americans with Disabilities Act (ADA) of 1990"

C.6.1. A comprehensive, Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and local government programs and activities, public accommodations, transportation, and telecommunications.

C.7. "Ambulance"

C.7.1. An air or ground vehicle for transporting the sick and injured that is:

C.7.1.1. Equipped and staffed to provide medical care during transit; and

C.7.1.2. For the ground vehicle, operated as a ground ambulance under the authority and in compliance with promulgated regulations of the Connecticut Department of Public Health, Office of Emergency Medical Services;

C.7.1.3. Registered as such by the Department of Motor Vehicles; or

C.7.1.4. For the air vehicle, registered and certified as an air ambulance by an appropriate authority in which the aircraft is located; and

C.7.1.5. May be used for both Emergency and Non-Emergency Transportation purposes.

C.8. "Ambulance Service Types"

C.8.1. "Basic Life Support (BLS) Nonemergency"

C.8.1.1. Basic life support nonemergency (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician-basic (EMT-Basic). The ambulance service and personnel must comply with all relevant CT General Statutes and DPH Regulations, including, but not limited to, the minimal vehicle standards and staffing requirements specified and cited in DPH Regulations Section 19a-179-10 (b) "Basic Ambulance Service." Basic life support level services are those performed by personnel certified in Connecticut as Emergency Medical Technicians (EMT).

C.8.2. "Advanced Life Support, Level 1 (ALS)"

C.8.2.1. Advanced life support, level 1 (ALS) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention. An ALS assessment charge is only relevant and reimbursable in an emergency response, which will not be administered by the Contractor. An advanced life support (ALS) intervention is a procedure that is in accordance with State and local laws, required to be done by an advanced emergency medical technician (AEMT) or Paramedic. The ambulance service and personnel must comply with all relevant CT General Statutes and DPH Regulations, including, but not limited to, the minimal vehicle standards and staffing requirements specified and cited in DPH Regulations Section 19a-179-10 (c) "Mobile Intensive Care-Intermediate Level (MIC-I) Service." Advanced Life Support services are those performed by personnel certified in Connecticut as an Advanced Emergency Medical Technician (AEMT) or Paramedic.

C.8.3. "Ambulance Night Call Prior Authorization"

C.8.4. An ambulance night call prior authorization is a prior authorization for non-emergency ambulance service when the ambulance is dispatched between the hours of 7:00 P.M. and 7:00 A.M. inclusive.

C.9. "Appeal"

C.9.1. A procedure through which clients can request a re-determination of Contractor actions including, but not limited to, service authorization.

C.10. "Appropriate Mode of Transportation"

C.10.1. The least expensive type of transportation that appropriately meets the physical and medical circumstances of qualified NEMT Clients requiring transportation to a Medicaid-covered medical service.

C.11. "Assistance"

C.11.1. The physical or communicative help provided by a driver or a person employed by the livery provider to enable qualified NEMT Clients to enter or exit a vehicle or a building and to transfer qualified NEMT Clients to or from the care and custody of the healthcare provider (without such assistance it would be unsafe or impossible for the qualified NEMT Clients to reach the livery vehicle or the medical provider's site).

C.12. "Attendant"

C.12.1. A qualified individual who assists qualified NEMT Clients in the utilization of an authorized mode of transportation and/or assists the client in accessing the services of the medical provider and is present or available to medical personnel during the medical appointment. Services may include physical, communicative or custodial help to enable a client to utilize transportation services and to access medical services (without such assistance, it would be unsafe or impossible for the client to utilize the invalid coach or wheelchair accessible livery vehicle or access the medical services).

C.13. "Authorization"

C.13.1. Prior Authorization: Prior authorization is the determination made by the Contractor where the Contractor verifies eligibility for NEMT services and determines the least expensive, appropriate mode of transportation. This is the primary process for administering the NEMT brokerage service and must be administered when the client status is known at the time of the transportation request and at monthly intervals when the client requests multiple trips that span more than one month. The Department also requires the Contractor to verify appointments before scheduling a trip. This process must be completed prior to the authorization of the NEMT service with the exception of "B" below.

C.13.2. Retro-Authorization: The act of the Contractor reimbursing a provider who in turn reimburses a client for a trip taken during a time when the client was not yet eligible for Medicaid but who DSS later deems eligible based on a grant of retroactive eligibility.

C.14. "Automated Eligibility Verification System (AEVS)"

C.14.1. The sole comprehensive database of the DSS' client eligibility information.

C.15. "Border Hospital"

C.15.1. A hospital that is:

C.15.1.1. Located in an area in a state bordering Connecticut whose location allows it to routinely serve Connecticut residents;

C.15.1.2. Enrolled as and treated as a Connecticut Medicaid provider; and

C.15.1.3. Certified and/or licensed by the applicable agency in the bordering state.

C.16. "Broker"

C.16.1. The Department's contractor that performs Non-Emergency Medical Transportation (NEMT) Program Contractor activities.

C.17. "Centers for Medicare and Medicaid Services (CMS)",

C.17.1. The Centers for Medicare and Medicaid Services (CMS) is a division within the United States Department of Health and Human Services. CMS oversees the Medicaid and State Children's Health Insurance Program (SCHIP) programs.

C.18. "Clean Claim"

C.18.1. A bill or invoice for service(s) or goods, a line item of services, or all services and/or goods for a Member contained on one bill which can be processed without obtaining additional information from the provider of service(s) or a third party.

C.19. "Commissioner"

C.19.1. The Commissioner of the State of Connecticut DSS, as defined in Connecticut General Statutes, Section 17b-3.

C.20. "Contractor"

C.20.1. LogistiCare Solutions, LLC.

C.21. "Critical Care Aircraft"

C.21.1. An aircraft that:

C.21.1.1. Operates as a critical care helicopter or fixed wing aircraft in compliance with promulgated regulations under the authority of the Connecticut Department of Public Health, Office of Emergency Medical Services, or other agency with regulatory authority in another state; and

C.21.1.2. Contains intensive care equipment and medical personnel.

C.22. "Current Procedural Terminology (CPT)"

C.22.1. Codes published by the American Medical Association used to properly bill for services.

C.23. "Data Warehouse"

C.23.1. A data storage system that consolidates data provided by contractors of the Department.

C.24. "Denial of Authorization"

C.24.1. Any rejection, in whole or in part, of an authorization request from a provider for a member.

C.25. "Department"

C.25.1. State of Connecticut Department of Social Services

C.26. "Early and Periodic Screening, Diagnostic and Treatment (EPSDT)"

C.26.1. Comprehensive child health care services to clients under twenty-one (21) years of age, including all medically necessary prevention, screening, diagnosis and treatment services listed in section 1905 (r) of the Social Security Act.

C.27. "Effective Date of Eligibility"

C.27.1. The Department's administrative determination of the date an individual becomes eligible for Medicaid FFS, HUSKY A, or Medicaid for Low Income Adults.

C.28. "Eligibility Management System (EMS)"

C.28.1. An automated mainframe system operated by DSS to maintain eligibility information regarding Medicaid, State Administered General Assistance, or Voluntary Services members. It also provides fully integrated data processing support for benefit calculation and issuance, financial accounting, and management reporting.

C.29. "Emergency or Emergency Medical Condition"

C.29.1. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions or serious dysfunction of any body organ or part.

C.30. "Emergency Ambulance Trip"

C.30.1. An ambulance trip made because of an emergency which has as its destination a:

C.30.1.1. hospital emergency room; or

C.30.1.2. general hospital or psychiatric facility where a nonscheduled admission results; or

C.30.1.3. general hospital or psychiatric facility where an emergency admission results after qualified NEMT Clients were seen at a hospital emergency room; or

C.30.1.4. second facility because an emergency medical service was not available at the original emergency room; or

C.30.1.5. critical care aircraft.

C.31. "Escort"

C.31.1. An individual over the age of 18 who accompanies:

C.31.1.1. A child under the age of 16 in an NEMT vehicle to access medically necessary and medically appropriate services; or

C.31.1.2. An individual of any age who poses a substantiated safety risk to him or herself or others; and

C.31.1.3. Whose service is not paid as a transportation service by DSS.

C.32. "Fee-For-Service" (FFS)

C.32.1. A method of paying providers for health care services in which DSS pays providers directly for each service that they render to a Member.

C.33. "Fraud"

C.33.1. Intentional deception or misrepresentation, or reckless disregard or willful blindness by a person or entity with the action could result in an unauthorized benefit to himself or some other person, including any act that constitutes fraud under applicable federal or state law.

C.34. "Good Cause"

C.34.1. Unanticipated or unexpected circumstances that prevent usual or customary action.

C.35. "Grant of Eligibility"

C.35.1. The status granted by DSS to its client at the time of processing a Medicaid application. Statuses include retroactive, retroactively with ongoing, or ongoing.

C.36. "Grievance"

C.36.1. A written or oral complaint that expresses dissatisfaction with service delivery or any matter other than an "action" as defined herein.

C.37. "Healthcare Common Procedure Coding System (HCPCS)"

C.37.1. A system of national health care codes that includes the following: Level I is the American Medical Association Physician's Common Procedural Terminology (CPT) codes; Level II covers services and supplies not covered in CPT; and Level III includes local codes used by state Medicare carriers.

C.38. "HP Enterprise Services (HP) formerly known as Electronic Data Systems, Inc. (EDS)"

C.38.1. DSS fiscal agent contracted to process and adjudicate claims to support the Connecticut Medical Assistance Program with which network providers must enroll.

C.39. "HUSKY Health"

C.39.1. Husky Health is the State of Connecticut's public health coverage for eligible children, parents, relative caregivers, senior citizens, individuals with disabilities, adults without children, and pregnant women within the income guidelines. Children up to age 19 may qualify regardless of family income level.

C.39.2. HUSKY A - Connecticut children and their parents or a relative caregiver with incomes at or below 185% of the federal poverty Level, and pregnant women may be eligible for HUSKY A.

C.39.3. HUSKY C – Connecticut residents aged 65 or older, or who are aged 18 through 64 and who are blind, or who have another disability, may qualify for coverage under HUSKY C formerly known as Medicaid for the Aged, Blind and Disabled or Title 19. There are income and asset limits to qualify for this program. Net income limits (after deductions) vary by geographic area in Connecticut.

C.39.4. HUSKY D - Connecticut residents aged 19 through 64 who do not qualify for HUSKY A; who do not receive federal Supplemental Security income or Medicare; and who are not pregnant, may qualify for HUSKY D (Formerly known as Medicaid for Low Income Adults (LIA). There are income limits to qualify for this program which may vary by geographic area in Connecticut.

C.39.5. The NEMT benefit is not available to HUSKY B or Charter Oak recipients.

C.40. "Independently Enrolled Provider"

C.40.1. A provider with an individual or group practice provider number under which the provider makes claims.

C.41. "Institution for Mental Disease"

C.41.1. A hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.

C.42. "interChange (iC)"

C.42.1. The Department's Medicaid Management Information System operated by HP.

C.43. "Livery Service"

C.43.1. Prescheduled (not vehicle for hire) door-to-door transportation and assistance, as required, for qualified NEMT Clients to or from the care and custody of a medical provider.

C.44. "Livery Vehicle"

C.44.1. A sedan or van-type vehicle that is:

C.44.1.1. Constructed to carry passengers;

C.44.1.2. Operated under the authority and in compliance with the statutes and regulations of the Department of Transportation and/or a transit district and the Department of Motor Vehicles; and

C.44.1.3. Used for the transportation of ambulatory clients.

C.44.1.4. Drivers of such vehicles must meet transportation statutes that regulate public service operators and must have appropriate DMV endorsed "P" licenses.

C.45. "Medicaid"

C.45.1. The Connecticut Medical Assistance Program (CTMAP) operated by the Connecticut DSS under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations.

C.46. "Medically Necessary /Medical Necessity"

C.46.1. Those health services required to prevent, identify, diagnose, treat, rehabilitate or ameliorate an individual's medical condition, including mental illness, or its effects, in order to attain or maintain the individual's achievable health and independent functioning provided such services are: (1) Consistent with generally-accepted standards of medical practice that are defined as standards that are based on (A) credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, (B) recommendations of a physician-specialty society, (C) the views of physicians practicing in relevant clinical areas, and (D) any other relevant factors; (2) clinically appropriate in terms of type, frequency, timing, site, extent and duration and considered effective for the individual's illness, injury or disease; (3) not primarily for the convenience of the individual, the individual's health care provider or other health care providers; (4) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the individual's illness, injury or disease; and (5) based on an assessment of the individual and his or her medical condition.

C.47. "Multi-Load or Shared Ride"

C.47.1. A ride shared by more than one eligible NEMT Client, prior-authorized by the Contractor in accordance with DSS policies.

C.48. "NEMT Client"

C.48.1. Eligible: A person eligible for services under Medicaid

C.48.1.1. A client who on the date of a medical appointment shows in EMS as "pending" (P) status in a coverage group that is eligible for NEMT. An individual in this status has applied for, but has not yet been determined eligible for, Medicaid under the Connecticut Medicaid Program. The Contractor may bill the Department for services rendered, even if the client goes from a pending status to an active status in that same month; or

C.48.1.2. A client who is currently undergoing Chemotherapy, Radiation or Dialysis and whose eligibility has ended on the last day of the month and has scheduled trips for the above mentioned services for the first week of the on-going month will continue NEMT for these services for the first week of the on-going month.

C.48.2. For purposes of this contract, the term "NEMT client" is synonymous with the terms beneficiary, recipient and enrollee.

C.49. "Non-Emergency Ambulance Trip"

C.49.1. A pre-arranged and prior authorized ambulance trip (including both ground and air ambulance) to a non-emergency medical service.

C.50. "Non-Emergency Medical Transportation ("NEMT")"

C.50.1. Pre-scheduled transportation services for clients to receive or to return from receiving medically necessary and appropriate medical services covered by the State of Connecticut Medicaid program.

C.51. "Non-risk Broker "

C.51.1. An organization contracted with the Department to provide administrative and related services for the Non-Emergency Medical Transportation program, including but not limited to claims payment/management, utilization management, quality management, and benefit information.

C.52. "Normal Business Hours"

C.52.1. Normal business hours for the Contractor will be 8 am to 6 pm, Monday through Friday except for six (6) State holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

C.53. "No Show"

C.53.1. Client: The failure of a qualified NEMT Client to utilize a scheduled transportation service.

C.53.2. Transportation Provider: The failure of a Transportation Provider to pick up a client as scheduled.

C.54. "Nursing Home"

C.54.1. An intermediate care or skilled nursing facility (ICF, SNF, or ICF/MR) or Chronic Disease Hospital.

C.55. "Operational"

C.55.1. Performance by the Contractor of all major functions and requirements of this contract for all clients.

C.56. "Out-of-Network Provider"

C.56.1. A provider that has not enrolled in the Connecticut Medical Assistance Program Provider Network.

C.57. "Out-of-State Trip"

C.57.1. A trip originating and/or ending outside Connecticut that involves the transport of a patient to or from a medical provider that is neither located in Connecticut nor a border medical provider.

C.58. "Transportation Eligible for Personal Reimbursement"

C.58.1. Transportation in a vehicle owned by a qualified NEMT Client or by a friend, relative, acquaintance or other individual of the client, provided the vehicle is not licensed for commercial carriage. (Individual does not mean communities, companies, corporations, societies or associations). Personal reimbursement payments to an individual offset the cost of the fuel for the operation of a vehicle. Personal Reimbursement does not refer to reimbursement for the "use of" a vehicle covering depreciation and other costs associated with owning a vehicle. The Department may also utilize personal reimbursement for urgent or unusual circumstances that cannot be resolved through the efficient use of other means.

C.59. "Provider Agreement"

C.59.1. The signed written contract or agreement between the Department's NEMT Contractor and the Provider of Transportation services.

C.60. "Provider Enrollment"

C.60.1. The process of the Contractor registering and certifying a provider of transportation services with DSS' certified fiscal intermediary, presently HP Enterprise Services LLC, such that clean claims may be submitted for payment of authorized services.

C.61. "Quality Management"

C.61.1. A comprehensive program of quality improvement and quality assurance activities that provides sufficient evidence to the Department that the Contractor and its employees:

C.61.2. Consistently achieve contract terms and performance standards; and

C.61.3. Provide appropriate, accurate, timely, and professionally-competent information and respectful communication to all NEMT users.

C.62. "Residence" and "Reside(s)"

C.62.1. The Residential address of an NEMT Client, listed in the monthly download of NEMT Client information provided by the Department, or any subsequent revised address provided by the Department; or

C.62.2. The Residential address indicated by or on behalf of a pending client during the transportation reservation process.

C.63. "Service Animal"

C.63.1. Any guide dog, signal dog, or other animal trained to provide assistance to an individual with a disability.

C.64. "Significant Incident"

C.64.1. Any incident that results in serious injury , serious adverse treatment, death of a service user, or serious impact on service delivery as defined by the Department's policies and procedures or any incident that a prudent person could have expected to result in any of the above.

C.65. "Stretcher Van"

C.65.1. Stretcher van service is a regulated mode of NEMT which may be provided to an individual who cannot be transported in a livery vehicle, taxi, or wheelchair van due to being non-ambulatory and must be transported lying flat. Stretcher van personnel are not required or authorized to provide medical monitoring, medical aid, medical care or medical treatment of passengers during their transport. Individual passengers may self administer oxygen.

C.66. "Subcontract"

C.66.1. Any written agreement between a Contractor and another party to fulfill any requirements of a contract.

C.67. "Subcontractor"

C.67.1. An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this Contract.

C.68. "Taxi"

C.68.1. A "vehicle for hire" operating as a taxi as under the authority and in compliance with promulgated regulations of the Department of Transportation and/or a transit district and registered as such by the Department of Motor Vehicles.

C.69. "Third-Party"

C.69.1. Any individual, entity or program that is or may be liable to pay all or part of the expenditures for Medicaid furnished under a State plan.

C.70. "Title XIX"

C.70.1. The provisions of 42 United States Code Section 1396 et seq., including any addenda thereto. (See Medicaid.)

C.71. "Transport Time"

C.71.1. The expected shortest duration required to transport an individual from a pick-up location to a drop off location without additional stops.

C.72. "Trip"

C.72.1. The approved and scheduled transportation of an eligible Medicaid Client in an appropriately "permitted" vehicle from an authorized pickup location to an authorized drop off location.

C.73. "Utilization Management"

C.73.1. The prospective, retrospective or concurrent assessment of the necessity and appropriateness of the allocation of health care resources and services given, or proposed to be given, to an individual within the State of Connecticut receiving benefits or entitled to receive benefits under applicable programs.

C.74. "Vehicle for Hire"

C.74.1. A vehicle providing shared transportation, which transports one or more passengers between locations of the passengers' choice. A taxicab, also taxi or

cab, is a type of vehicle for hire, with a driver, for a single passenger, or small group of passengers, typically for a non-shared ride. The fare is generally metered.

C.75. "Waiting Time"

C.75.1. The time that a vehicle is waiting at a medical provider's facility, to which the transportation provider transported the client, in order to transport the client to another destination, during the same trip or the time that a vehicle is waiting at the pick-up location, whether a medical provider's facility or the client's residence, in order to transport to or from a medical appointment.

C.76. "Warm Transfer"

C.76.1. A warm transfer allows the Contractor to transfer the caller directly to the individual who can assist the caller and, when such individual is available, to introduce the call in advance of executing the transfer and remain on the call as a participant.

C.77. "Wheelchair Van"

C.77.1. A motor vehicle (sometimes referred to as a "wheelchair accessible livery van") that is:

C.77.1.1. Specifically equipped to carry persons who are mobility challenged or otherwise rely on wheelchairs; and

C.77.1.2. Used exclusively for the transportation of non-ambulatory patients in wheelchairs that can be appropriately secured for transport according to vehicle and wheelchair design standards; and

C.77.1.3. Registered as such by the Department of Motor Vehicles.

C.77.2. A motor vehicle operated as an invalid coach under the authority and in compliance with promulgated regulations of the CT Office of Emergency Medical Services (OEMS) or alternatively operated as a wheelchair accessible livery vehicle by the Department of Transportation, and registered as such by the Department of Motor Vehicles.

D. Overview of the Non-Emergency Medical Transportation (NEMT) Program

D.1. NEMT services are for persons eligible under HUSKY Health (HUSKY A, C, and D), and individuals who are pending eligibility for Medicaid, to and from non-emergency medical services covered under the Medicaid Program in accordance with section 6083 of the Deficit Reduction Act and applicable regulations.

D.2. The Department enters into this contractual agreement for the administration of NEMT services statewide. The Contractor (Broker) will administer NEMT services as a non-risk, non-risk Broker. Under the non-risk arrangement, the Contractor will pay for

livery, wheelchair as well as for all other NEMT costs, as permitted by DSS, and will be reimbursed for such costs by the Department. DSS will pay ambulance providers directly for NEMT ambulance services. The Contractor's administrative payment will be subject to a withhold that will be released contingent upon the Contractor's ability to meet negotiated performance targets. As an administrative entity, the Contractor will work closely with the Department in the execution of its tasks and shall maintain records and supporting data (including but not limited to client data, trip authorizations, claims data and provider records) in a retrieval and storage mechanism that complies with all Federal and State requirements for a time period that complies with State and Federal record retention requirements.

E. Contractor Management and Administration

E.1. Contract Oversight

E.1.1. The Department shall designate a Contract Manager (hereinafter referred to as "Contract Manager") to oversee management of this contract including the performance of the Contractor.

E.1.2. The Contract Manager will be the Contractor's first contact regarding issues that arise related to Contract implementation, operations, and program management. The Contract Manager will be responsible for overseeing and managing the Contractor's performance according to the terms and conditions of the Contract; responding to all Contractor inquiries and other communications related to implementation, operations, and program management; and rendering opinions or determinations with respect to applicable state and federal regulations and policies as the need arises and upon request of the Contractor. The Contract Manager will coordinate all necessary contacts between the Contractor and State staff and will review, evaluate, and have the final authority to approve all deliverables prior to the Contractor being released from further responsibility.

E.1.3. The Department's Contract Administrator shall serve as an agent of the Department at the request of the Contract Manager and will among other things, issue formal opinions with regard to interpretation of the contract, the Contractor's performance under the terms of the contract, and the administration of contract incentives and sanctions;

E.1.4. The Department may, at its discretion, station one or more of its employees on-site at the Contractor's place(s) of business to provide consultation, guidance and monitoring regarding the implementation of the contract;

E.1.5. The Department will provide technical assistance and other support to enable the Contractor to perform its functions. Examples of such support include:

E.1.5.1. Monitoring the Contractor's performance and requesting updates as appropriate;

E.1.5.2. Responding to written requests for policy interpretations;

E.1.5.3. Providing technical assistance to the Contractor as necessary to accomplish the expected outcome;

E.1.5.4. Allowing access to automated databases as available and permitted;

E.1.5.5. Allowing access to management and system-generated reports and case files as appropriate;

E.1.5.6. Scheduling and holding program meetings with the Contractor;

E.1.5.7. Providing a process for and facilitating open discussions with staff and personnel to gather information regarding recommendations and suggestions for improvement;

E.1.5.8. Providing monthly and daily updates of Medicaid eligibility files of clients who qualify for NEMT services and other data as required by the Contractor to perform the functions of the program;

E.1.5.9. Determining and providing pending client information; and

E.1.5.10. Providing information for clients who have received retro-active grants of eligibility

E.2. Contract Administration, The Contractor shall:

E.2.1. Comply with the Department's policies, procedures, regulations, and other directions regarding NEMT services which may be amended

E.2.2. Raise technical matters associated with the administration of the Contract including matters of Contract interpretation and the performance of the State and Contractor in meeting the obligations and requirements of the Contract with the Contract Manager;

E.2.3. Develop and maintain an "Issue Tracking Mechanism" that enables the Contractor to formally track and manage issues raised by either the Department, the Contractor, or Transportation Providers;

E.2.4. Provide written response when responding to written correspondence by the Department or when otherwise requested by the Department;

E.2.5. Address all written correspondence regarding the administration of the Contract and the Contractor's performance according to the terms and conditions of the Contract to the Contract Manager.

E.2.6. Coordinate directly with the appropriate Department representatives as directed by the Contract Manager when issues arise involving clinical care, quality of care, or safety of a member and reporting privacy or security incidents.

E.2.7. Respond to telephone calls from the Department within one (1) business day.

E.3. Deliverables – Submission and Acceptance Process

E.3.1. The Contractor shall submit to the Department certain materials for its review and approval. For purposes of this section, any and all materials required to be submitted to the Department for review and approval shall be considered a "Deliverable." Deliverables shall include, but shall not be limited to policies and procedures the Contractor shall develop and maintain consistent with applicable regulations that explain and prescribe processes in sufficient detail for the Contractor to administer the NEMT program

E.3.2. The Contractor shall submit each Deliverable to the Department's Contract Manager. As soon as possible, but in no event later than 30 Business Days or such other date as agreed to by the parties in writing, after receipt (not counting the date of receipt) of a Deliverable, the Department's Contract Manager shall give written notice of the Department's unconditional approval, conditional approval or outright disapproval. Notice of conditional approval shall state the conditions necessary to be met to qualify the Deliverable for approval.

E.3.3. As soon as possible, but in no event later than 10 Business Days or such other date as agreed to by the parties in writing, after receipt (not counting the date of receipt) of a Notice of conditional approval or outright disapproval, the Contractor shall make the corrections and resubmit the corrected Deliverable.

E.3.4. As soon as possible, but in no event later than 10 Business Days or such other date as agreed to by the parties in writing, following resubmission of any Deliverable conditionally approved or outright disapproved, the Department's Contract Manager shall give written notice of the Department's unconditional approval, conditional approval or outright disapproval.

E.3.5. In the event that the Department's Contract Manager fails to respond to a Deliverable (such as, to give notice of unconditional approval, conditional approval or outright disapproval) within the applicable time period, the Deliverable shall be deemed unconditionally approved.

E.3.6. Whenever the due date for any Deliverable, or the final day on which an act is permitted or required by this Contract to be performed by either party falls on a day other than a Business Day, such due date shall be the first Business Day following such day.

E.4. Committee Structure

E.4.1. The Contractor shall coordinate a Quality Assurance Committee with the Department that includes representatives from various health services and community providers to advise the Broker 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.

E.4.2. Following the Department's approval of the initial plan the Contractor shall submit any proposed changes to the approved plan or committee structure to the Department for their review and approval.

E.5. Participation at Public Meetings

E.5.1. The Contractor shall ensure that the Contractor's key person attends, unless excused by the Department, all of the meetings of any body established to provide legislative oversight of this initiative. The Contractor shall make available appropriate Contractor Key Personnel, as directed by the Department, to attend the meetings of various bodies established to provide input into this initiative or related services, including legislative and other public committees with responsibility for monitoring the budget of the Department.

E.6. Cooperation with External Evaluations

E.6.1. The Contractor shall cooperate with any external evaluations or studies as required by the Department including, but not limited to providing data, reports, and making Contractor staff and records available to the outside evaluators.

E.7. Policies and Procedures

E.7.1. The Contractor acknowledges and agrees:

E.7.1.1. The success of the Contractor's performance depends, in part, on the Contractor's development of and application of clear and accurate policies and procedures that reflect functional interpretations of regulations, quality goals and directives; and

E.7.1.2. The Contractor's policies and procedures must be organized and available to allow immediate access by both the Contractor and designated Department administrative staff.

E.7.2. The Contractor will draft policies and procedures with review by the Contractor's Legal department and chief executive officer prior to submission to the Department for its review and approval.

E.7.3. The Contractor will review policies annually

E.7.4. The Contractor will place all policies on the Connecticut website, which will be available for the Department to review and download through a secure portal. The Contractor will notify the Department electronically whenever it has added or revised a policy. The website shall include the current version of the manual and all archived versions of the manual that contain policies in effect at any time following implementation. In addition, the Contractor will provide the Department a printed copy and CD when requested:

E.7.4.1. Date stamp all memoranda and clarifications from the Department upon the Contractor's receipt of such communication from the Department;

E.7.4.2. Develop a system to archive expired or otherwise outdated policies, procedures, memoranda or clarifications with references to current policy, procedure, memorandum or clarification.

E.7.5. The Contractor will supply a complete set of policies and procedures prior to the fully operational start date of the program. Procedures may include but are not limited to:

E.7.5.1. Procedures for managing grievances, complaints and critical incidents;

E.7.5.2. Procedures regarding the refusal of transportation services for NEMT Clients by the Transportation Providers;

E.7.5.3. Procedures regarding the management and documentation of "no-show" pickups differentiating between those occasions when a client does not show for a transport and when a Transportation Provider does not arrive for a pick-up including those late pick-ups in excess of forty-five minutes of the scheduled pick-up.

E.8. Connecticut NEMT Service Operation Location

E.8.1. The Contractor's Connecticut office facility shall house its support staff for the Connecticut Call Center, Transportation Services, Quality Assurance Operations and Administrative Operations.

E.8.2. The Contractor's out-of-state backup Call Center must have full data integration and staff must be trained in Connecticut policies and procedures.

E.9. Operating Hours

E.9.1. The Contractor shall provide NEMT services during health care providers' hours of operation, including extended business hours, 365 days a year. The Contractor shall have sufficient resources to perform all functions during normal business hours and before or after normal business hours including State holidays. The Contractor shall have sufficient staff resources to verify client information and address trip related issues that occur before or after normal business hours

(including State holidays). Such staff may be located off site; however staff must have access to client data and other information to be able to perform their functions; i.e. responding to emergencies that may occur during the course of a scheduled trip. The Connecticut dispatch staff operates daily from 7:00 AM to 6:00 PM. The out-of-state backup center operates from 6:00 PM to 7:00 AM. Supervisory staff operates from 7:00 AM to 6:00 PM while management personnel are on call and are accessible by telephone twenty four hours per day, 365 days per year.

F. Key Personnel, Positions and Staff Resources

F.1. The term "Key Personnel" refers to those individuals who are critical to the operation of the program. The term "Key Positions" refers to the positions related to key personnel functions that are identified in this contract. The Contractor must receive written approval from the Department for changes in key personnel and position prior to such changes being made. All key personnel must understand the NEMT regulations and Client Status definitions and be able to apply the regulations and Client Status definitions to their daily NEMT operations. The Contractor shall:

F.1.1. Designate a full time Program Manager to be responsible for all aspects of this contract and the Contractor's performance with respect to this contract.

F.1.1.1. The Program Manager shall be responsible solely for all Connecticut-based operations, with authority to reallocate staff and resources to ensure contract compliance;

F.1.1.2. The corporate executive and administrative staff shall support the Program Manager with sufficient corporate resources to comply with contractual requirements;

F.1.1.3. The Program Manager must be approved by the Department. Such designation shall be made in writing to the Contract Manager within five business days of execution of this Contract, and notification of any subsequent change of the key person shall be made in writing to the Contract Administrator for approval prior to such change;

F.1.1.4. The Program Manager shall immediately notify the Department's Contract Manager of the discharge of any personnel assigned to this Contract;

F.1.1.5. The Program Manager must demonstrate competence in the understanding and use of applicable Medicaid and NEMT regulations and shall have full knowledge of the requirements identified in this Contract;

F.1.1.6. The Program Manager or designee shall be the first contact for the Department regarding any questions, problems, and any other issues that arise during implementation and operation of the Contract; and

F.1.1.7. The Program Manager must be on-site in the Connecticut Service Center.

F.1.2. Employ or contract with a sufficient number of personnel to accomplish the tasks as outlined in this contract.

F.1.3. Employ or contract with sufficient numbers of medical personnel with a minimum certification of registered nurse to evaluate medical necessity in determining appropriate mode of transportation including but not limited to, reviewing, approving and arranging chair vans, non-emergency ambulance services and other types of restrictive transportation services for clients. The medical personnel will also evaluate decisions of closest-appropriate healthcare provider and will discuss such decisions with the client and/or healthcare provider, as appropriate.

F.1.4. Dedicate specific and qualified staff to manage the following key positions and functions as approved by the Department. The Connecticut Program Manager and the Connecticut-based management staff assigned to this program shall include individuals responsible for the following functions. Key Personnel shall mean the person that holds a Key Position:

F.1.4.1. Call Center;

F.1.4.2. Operations – Network Maintenance;

F.1.4.3. Staff Training;

F.1.4.4. Prior Authorization, Claims Management, and Transportation Provider enrollment management;

F.1.4.5. Quality Management – Utilization Review and Audit: The key person dedicated to Quality Management shall, at a minimum, present experience and competency in evaluating data, drawing inferences from data analysis, and recommending practice or procedural changes based on inferences;

F.1.4.6. Data Systems; and

F.1.4.7. Medical Review.

F.1.5. The Contractor's key positions and key personnel must be approved by the Department. Such designations shall be made in writing to the Contract Manager within five business days of contract execution. No changes, substitutions, additions or deletions, whether temporary or permanent shall be made unless approved in advance by the Department, approval of which shall not be unreasonably withheld;

F.1.6. During the course of the contract the Department reserves the right to require the removal or reassignment of any Contractor personnel or Transportation Provider

personnel assigned to the contract if found unacceptable by the Department. Such removal shall be based on grounds which are specified in writing to the Contractor;

F.1.7. The Contractor shall notify the Department in the event of any unplanned absences of key personnel longer than seven days and shall provide a coverage plan acceptable to the Department.

G. Payments to the Contractor

G.1. The Department will pay the Contractor an administrative payment for the successful performance of administrative services and will reimburse the Contractor based on the submission and approval of invoices for expenses, based on the approved, fixed budget which will result from this competitive bid and subsequent contractual negotiations with the Department. The Department will reimburse the Contractor approved NEMT costs, including:

G.1.1. NEMT costs for livery and wheelchair service paid by Contractor;

G.1.2. Common carrier purchases (bus, train and commercial air);

G.1.3. Payments for personal reimbursements and

G.1.4. G.1.4 Out-of-state (facility to facility) transports. The Department will reimburse the Contractor when properly invoiced for these expenses and when the Contractor provides supportive encounter data in HIPAA compliant form utilizing HCPCS codes as required by the Department.

G.2. The Contractor will not be at risk transportation costs, so long as they are administered in accordance with the terms of the contract and any Department policies and procedures issued to the Contractor and as long as the Contractor maintains adequate records and documentation of all transportation transactions are maintained for purposes of audit. The Department will establish the rates paid to Transportation Providers for non-emergency ambulance, wheelchair van livery services and personal reimbursements and other modes as may be determined by the Department.

G.3. Prior Authorization; The Contractor will prior authorize all NEMT for all modes of transportation (except for transportation provided to clients on a date of service covered by a retro-grant of eligibility). Transportation Providers must receive a prior authorization from the Contractor to receive payment for the transportation they provide to clients for NEMT. Providers may not seek reimbursement from clients of DSS for NEMT. The Contractor and the Department will work together to approve or secure air ambulance or certain out-of-state and out-of-network transports. The Contractor will respond to requests for the prior authorization of non -emergency ambulance transport (including those for pending clients") within a time frame established by the Department. Such time frame shall not be less than that required by statute for a request from a client (or medical provider including ambulance providers

acting on behalf of a client) by either granting or denying the request in accordance with the Department's established policies and regulations.

G.4. Claims: The Transportation Providers (livery, wheelchair, ambulance) will submit their claims to the Contractor. The Contractor will verify the accuracy and validity of the claims and will pay the livery and wheelchair claims with reimbursement from the Department. The Contractor will submit clean claims for NEMT ambulance services to HP for payment on behalf of the Transportation Providers. The Contractor will arrange out-of-state transportation, paying for those services and submitting an invoice to the Department for reimbursement. The Contractor will also pay for claims for clients who are pending and thereafter will submit an invoice to the Department for reimbursement for such payments. The Department will reimburse the Contractor for costs incurred as permitted herein for clients who are pending and are listed and identified on monthly and daily files provided to the Contractor or when the Department has prior approved and verified the status of such individuals, including clients who are pending but require ambulance transportation. The Contractor will not be at risk for NEMT costs, so long as they are administered in accordance with the terms of the Contract and Department policies and adequate records and documentation of all transportation transactions are maintained for purposes of audit.

G.4.1. The Department will reimburse the Contractor for livery and wheelchair NEMT claims paid by Contractor and not pre-funded by the Department (see Section XX.2.1) when the Contractor invoices the Department for these expenses and provides supportive encounter data in HIPAA compliant form as required by the Department. Department shall reimburse Contractor for transportation provider claims paid by Contractor within thirty (30) days of receipt of Contractor's monthly invoice and electronic encounter file.

G.4.2. The Contractor will submit a daily file with trip detail and a Contractor issued Prior Authorization number for each trip to HP to pay NEMT ambulance providers for transportation provided to eligible clients. The Contractor will operate and maintain a HIPAA compliant electronic authorization mechanism that is compatible with the HP system to manage the ambulance authorizations for claims. HP will process NEMT ambulance provider claims based upon Contractor's Prior Authorization of the trips and will send the payment directly to those enrolled ambulance Transportation Providers.

G.4.3. The Contractor will facilitate and assist in-state livery providers' enrollment with the Department as a CMAP Provider through HP. Livery and NEMT ambulance providers will submit claims to the Contractor. The Contractor will pay the claims from livery providers before sending the electronic encounter data to the Department in a HIPAA compliant format.

G.4.4. The Contractor will reimburse individuals and purchase various forms of bus passes, train and commercial air tickets when those forms of transportation are the least expensive and most appropriate form of transportation. The Department will reimburse the Contractor for common carrier purchases (bus, train and commercial

air), and payments for personal reimbursements and out-of-state (facility to facility) transports when the Contractor invoices the Department for these expenses and provides supportive encounter data in HIPAA compliant form utilizing HCPCS codes as required by the Department. The Contractor will facilitate reimbursement to individuals who requested, received and paid for NEMT prior to the client's receipt of a retro-active grant of eligibility.

G.5. Utilization Review: The Contractor will perform utilization review functions according to policies and procedures approved by the Department to confirm certain categories or percentages of recipients have appointments for Medicaid covered service for which transportation services are arranged. For example, for "urgent" NEMT requests the Contractor shall audit claims for transportation from providers to verify that transportation was arranged in accordance with contractual requirements and Department policies and performed within acceptable performance standards. The Contractor will implement systematic efforts to avoid unnecessary costs.

G.6. Prohibitions 42 CFR 440.170: The Contractor (including their contractors, owners, investors, Boards of Directors, corporate officers, and employees) is prohibited from

G.6.1. Being an owner, full or part, of an organization participating in the Medicaid Program as a Transportation Provider or having an equity interest or involvement in the management of the organization or entity.

G.6.2. Participating in any activity that could present a conflict of interest including, but not limited to, utilizing the transportation services of a corporate affiliate or arranging transportation services for a corporate affiliate that provides covered medical services for eligible clients.

G.6.3. Contracting with Transportation Providers who have been terminated from the Medicaid Program for fraud or abuse or who have been disallowed from Federal or State contracting.

G.6.4. Providing Non-Emergency Medical Transportation, (NEMT) services or making a referral or subcontracting to a transportation service provider if:

G.6.4.1. The Contractor has a financial relationship with the Transportation Provider as defined at § 411.354(a) with "transportation Contractor" substituted for "physician" and "nonemergency transportation" substituted for "DHS"; or

G.6.4.2. The Contractor has an immediate family member, as defined at § 411.351, that has a direct or indirect financial relationship with the Transportation Provider, with the term "transportation Contractor" substituted for "physician."

G.6.5. Withholding necessary NEMT from a Medicaid recipient or providing NEMT that is not the most appropriate and a cost effective means of transportation for that recipient for the purpose of financial gain, or for any other purpose.

G.7. Transportation Providers § 440.170 (a) (4) (i): The Contractor ensures the Department that the Transportation Providers (drivers and vehicles) contracted to provide services will be appropriately licensed or certified by the Department of Transportation (DOT), the Department of Public Health (DPH) and the Department of Motor Vehicles (DMV) at the time of execution of the Transportation Provider Agreement (TPA) with the Contractor and throughout the term of the TPA with the Contractor and that the Contractor will monitor such licensure or certification.

H. Contractor Access to Client Eligibility Data

H.1. Department Responsibilities: The Department shall

H.1.1. Produce and supply to the Contractor a weekly roster file and daily file updates of eligible NEMT Clients. The files will be in a format specified by the Department and will identify the specific services for which the client eligibility. The Contractor will accept the weekly and daily files to identify each client's eligibility for NEMT services when evaluating the request for NEMT services;

H.1.2. Train Contractor staff to use Eligibility Management System (EMS) data;

H.1.3. Provide the Contractor access to the Department's Automated Eligibility Verification System (AEVS); and

H.1.4. Verify client status when the Contractor calls the Department to confirm such status.

I. NEMT Eligibility Categories:

I.1. Individuals who are eligible for the NEMT service include all Medicaid Clients including HUSKY A, C and D and those who are identified within the Department's EMS system as having "Pending" or "Spend-down" status in those programs. Individuals whose application for benefits has been denied or who have been closed in the Department's EMS are not eligible for NEMT.

I.2. For purposes of NEMT service eligibility, any individual who is deemed eligible for Medicaid is eligible for NEMT services as of the date of eligibility for Medicaid until they lose their benefit. Clients must reapply for their benefits on an annual basis. When clients fail to reapply as required, they lose their benefits. For some clients the interruption of benefits is temporary. When they reapply (assuming that they are deemed eligible) the Department restores their benefits. The interruption of benefits can be problematic for effectively managing NEMT services especially for individuals who require reliable NEMT services to receive critical ongoing services listed below. To prevent potentially catastrophic health consequences for individuals who require on-going (pre-scheduled) NEMT but who have lost eligibility or are about to lose eligibility, the Contractor will:

I.2.1. Remind clients to reapply 30 days prior to their scheduled benefit expiration. The Department and the Contractor will jointly develop a mechanism to alert the Contractor of renewal deadlines;

I.2.2. Provide pre-scheduled trips for the services listed below for one week following the end of the month where eligibility was lost during the last two weeks of the prior month:

I.2.2.1. Dialysis

I.2.2.2. Chemotherapy

I.2.2.3. Radiation therapy

I.2.2.4. Post-operative medical appointments

I.2.2.5. Stroke-related services

I.2.2.6. Oncologist visits

I.2.2.7. Cardiologist visits

I.2.2.8. HIV-related services

I.2.3. Inform the client of their loss of benefits and their need to arrange alternate transportation.

I.2.4. Residents of Connecticut: The majority of the eligible clients will reside and receive services within the State of Connecticut, however, a small number of Connecticut Medicaid Clients reside and receive services in other states under the supervision of the Department of Children and Families. DCF supervised children located in out-of-state facilities or with foster parents will receive transportation from those facilities or foster parents with whom they are placed. Transportation for parents or guardians to participate in out-of-state treatment may be available when the treatment meets Connecticut Medicaid requirements and the parent or guardian is a Connecticut resident domiciled in Connecticut. Also, some individuals hospitalized out-of-state may require transportation to a secondary facility. NEMT services through the Contractor will serve as a transportation backup for those individuals.

I.2.5. NEMT Service Limitations and Restrictions:

I.2.5.1. NEMT service for eligible recipients is authorized for transportation to Medicaid Covered Medical services when the Contractor has confirmed that:

I.2.5.1.1. The eligible client has no viable personal transportation resources;

I.2.5.1.2. The healthcare provider of such services is the "nearest appropriate provider of medical services." Conn. Agencies Regs. 17-134d-33(e) (2) (B)

I.2.5.1.3. The trip is for a Medicaid covered medical service which is paid by Medicare or the Veteran's Administration or another third party (individually or collectively identified as a TPL provider). When this occurs, the nearest TPL provider of such services for Medicaid purposes is considered to be the nearest appropriate provider, irrespective of the actual distance between the client's residence and the provider's location.

I.2.5.1.4. The trip is not 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).

I.2.5.1.5. The trip is for Medicaid Clients who are under 21 years of age (and not for individuals 21 and older) for services provided by the following independently enrolled providers: chiropractors, naturopaths, psychologists, physical therapists, occupational therapists and speech therapists. An independently enrolled provider is one with an individual provider number or group practice provider number under which the provider makes claims. (Trips will be authorized for services from these providers for clients under age twenty-one, as required by the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program).

I.2.5.1.6. The trip is not to or from an Institute for Mental Disease for an individual between the ages of 22 and 64.

I.2.5.1.7. The trip is not to or from a secure correctional or detention facility.

I.2.5.1.8. For nursing home patients, transportation to a medical service shall not be paid:

I.2.5.1.8.1. If the medical service is one that the nursing home is required to provide as part of the per diem payment to the home; or

I.2.5.1.8.2. If the service is one connected with the admission physical, annual physical or dental exams required by the public health code.

I.2.5.1.9. The trip is not for a relative or a foster parent of an eligible Medicaid recipient, unless the person needs to be present at and during the medical service being provided to the patient. For example, when family therapy is being provided to a child, the parent may be transported to the therapy service.

I.2.5.1.10. The trip is not for services that are not approved, which require prior authorization by the Department that have not been approved.

I.2.5.1.11. The trip is not to transport a recipient who is a hospital inpatient to any medical service outside the hospital except for a computerized axial tomography (CAT) scan and/or for magnetic resonance imaging (MRI). Transportation for these services is covered only when the services are not available in the hospital where the recipient is inpatient.

I.2.5.1.12. The trip is not for a relative or a foster parent of a recipient who is a hospital inpatient, unless the person needs to be trained to provide unpaid health care in the home to the recipient. Without this health care being provided the recipient would not be able to return home.

I.2.5.1.13. The trip is not for a family member who is not a resident Connecticut.

J. Contractor Responsibilities for Client Services

J.1. The Contractor shall authorize all NEMT services through a formal prior authorization evaluation and verification process; authorize trips and appropriate reimbursements for eligible clients; authorize payments to Transportation Providers for services provided to those clients who received a retroactive grant of eligibility from the Department but have also paid for transportation during the retroactively covered period.

J.2. The Contractor shall develop and implement, subject to the Department's approval, procedures to authorize transportation requests including mechanisms to reimburse clients for eligible transportation costs incurred by the client during any period for which the Department retroactively grants them eligibility.

J.3. The Contractor shall arrange and coordinate the provision of all NEMT services for all NEMT eligible clients to and from approved appointments to receive Medicaid covered medical services whether in-state or out-of-state. Specifically, the Contractor shall:

J.3.1. Coordinate (when required) the transportation of eligible clients who are temporarily located in out-of-state residential treatment facilities and may require transportation upon discharge.

J.3.2. Coordinate (when required) the transportation of eligible clients who require transportation from a Connecticut hospital to an out-of-state facility or from an out-of-state facility to a Connecticut facility or home at the request of the Department.

J.3.3. Coordinate the non-emergency medical ground and air transportation of individuals who are residents of Connecticut but must receive medical services out-of-state. Some individuals require specialty treatment at medical facilities or hospitals in other states when those services are not otherwise available in Connecticut.

J.4. The Contractor shall verify eligibility for NEMT services during the reservation process by:

J.4.1. Maintaining and applying a methodology to verify client status for the purpose of performing NEMT service authorization requests for eligible, "pending," and "spend-down" clients;

J.4.2. Determining whether the intended client of the requested NEMT service is eligible for coverage of the NEMT service using the most recent status file supplied by the Department displayed in the Contractor's LogistiCAD management system;

J.4.3. Validating status through the web-based interface with the Department's AEVS when the Contractor is unable to validate eligibility by accessing the file;

J.4.4. Using the unique Client Identification Number assigned by EMS to identify each eligible person. EMS will assign a unique identification number for all individuals covered by this contract;

J.4.5. Verifying the clients' eligibility status at the time of the reservation request and during the service month but at least two business days prior to the date of the transportation, when the reservation request is for rides for the following month. The Contractor shall notify clients who have lost eligibility that their NEMT service will be terminated; however, the Contractor shall provide transportation for one additional week for critical health care services when the client loses eligibility during the last two weeks of a month. The Contractor shall notify the client within one business day after comparing daily files for changes in eligibility Contractor that future trips will be terminated until such time as the client regains eligibility; and

J.4.6. Attempting to contact the client as expeditiously as possible through a personal telephone conversation or through regular mail, appropriately recording the notification method, for those clients who lose eligibility but have a pre-scheduled trip from a prior month. The Contractor shall report (in accordance with Section CC of this Contract, Data Analysis and Reporting Requirements) to the Department all clients who have lost eligibility but have had prescheduled transportation and whose transportation arrangements have been terminated and shall provide evidence of having notified the client.

J.5. The Contractor shall collaborate with the Department to examine and develop NEMT management strategies for individuals who lose their eligibility, but continue to require NEMT.

K. Transportation Request Approval Process (Core Competencies)

K.1. The Contractor shall receive and process all requests for NEMT services for eligible clients. The Contractor's decisions to authorize NEMT services shall be based on the Department's definition of Medical Necessity. A client who requires NEMT to obtain an authorized covered Medicaid service must call the NEMT Contractor to request

transportation with sufficient advance notice to enable the Contractor to schedule and arrange the least expensive and appropriate mode of transportation. The Contractor shall require a minimum of five business days to purchase and mail bus passes and tickets. The Contractor shall require at least two business days notice, to schedule and arrange livery and wheelchair van transportation. The Contractor shall waive the notice limitation when a client requests transportation for urgent medical care and the Contractor is able to verify the urgent nature of the request. Ambulance providers or hospitals or nursing homes calling on behalf of their eligible clients or clients who are pending (refer to definition "NEMT Client") must request prior authorization from the Contractor before providing the transportation.

K.2. The Contractor is responsible for responding to client requests in a timely manner, appropriately evaluating the request, and for ensuring timely and appropriate transportation to medically necessary services for eligible clients.

K.3. The Contractor must "document" certain actions and decisions as further defined. Documentation refers to the preparation of a statement that memorializes, explains or verifies certain information. The Contractor must document and record its action and in some instances, the reasons for its action. Documentation may take the form of an entry in a data system, paper documents and electronically recorded messages or other data. The Contractor must apply Department approved policies for requiring clients or medical providers to supply documentation including the type of documentation (paper, electronic, recording, etc.). When the Contractor requires a medical provider to "document" information to verify closest appropriate provider or to justify a particular mode of transportation, the Contractor may utilize the following legitimate methods depending on the circumstances: 1) A written document with a medical provider's explanation and signature, or 2) An oral (recorded) statement from a medical provider or his or her representative, which the Contractor will enter into its data system appropriately referenced. The method selected for documenting the information should reflect the least burdensome approach (for medical provider and Contractor) while gathering the needed information. Nonetheless, the Contractor must exercise due diligence in ensuring that the information provided accurately reflects the client's need. The Contractor shall require a signed written statement attesting to the medical necessity of a livery service from the medical provider when the medical provider and the Contractor disagree on the level of service or mode of transportation.

K.4. To achieve appropriate and efficient service the Contractor shall include the following steps and processes when responding to requests for NEMT service:

K.4.1. Two Business Days' advance notice for livery and wheelchair van; five business days notice for public transportation - The Contractor shall:

K.4.1.1. Determine whether a qualified client's request for NEMT provides at least two business days notice to schedule the transportation. If the request for transportation is less than two business days, the Contractor may waive the two business day notice requirement for "Good Cause" or in response to an urgent medical need. When waiving the notice requirement to meet an urgent

medical need, the Contractor shall make a good faith effort to confirm the nature of the medical need by contacting the medical provider. When the urgency of the medical need cannot be established because the medical provider is available on an unscheduled basis such as an urgent care center or a clinic, or the medical provider is either unable or unwilling to provide the information, the Contractor should assume the request is for an urgent need based on the client's statement. In all other instances the Contractor shall evaluate the request noting the reasons for either providing or denying the request. The Contractor shall waive the two business day notice when the Contractor has determined that there is Good Cause to do so. Examples of "Good Cause" include: (1) personal vehicle is not available unexpectedly, or (2) the client unexpectedly has no money for gasoline for his or her own vehicle, or (3) an earlier appointment for services becomes unexpectedly available, thereby allowing the client to be seen earlier. Otherwise, the Contractor shall issue a Notice of Action when it denies the request because of the client's failure to provide at least two business days notice for livery or wheelchair van or five business days for public transportation.

K.4.2. Verification Process -The Contractor shall:

K.4.2.1. Verify the client's eligibility for transportation services is consistent with Medicaid and the Department policy on the date of service request and on the date of service through:

K.4.2.1.1. An examination of the Department's daily and weekly data file provided to the Contractor;

K.4.2.1.2. An examination of the Department's AEVS for clients when the client's name is not shown on the daily or weekly data files;

K.4.2.1.3. An examination of the Department's EMS for client's eligibility;

K.4.2.1.4. Contact designated Department staff to verify eligibility or other status when the client's eligibility cannot be verified as outlined in steps above;

K.4.2.1.5. Conducting initial eligibility verification on the date of the request;

K.4.2.1.6. Conducting subsequent eligibility verification during the service month if the transportation is scheduled for a date in a month other than the month in which the client requests the service;

K.4.2.1.7. Notification to the Department of those clients who have scheduled trips and who become ineligible for the month in which the service is requested;

K.4.2.1.8. Notification to the client of their ineligibility and the Contractor's intent to cancel the trip. For certain clients with ongoing urgent medical needs

the actual date for cancellation may be extended for a limited period to allow the client to submit to his or her eligibility worker additional evidence supporting his or her eligibility. On-going urgent medical needs include appointments for dialysis, chemotherapy, or under other circumstances as determined by the Department. For purposes of this section, the notification will be considered a courtesy notice not subject to a formal Notice of Action as described in Section JJ of this Contract, Notices of Action;

K.4.2.1.9. Canceling the advance transportation reservation for those clients who become ineligible; and

K.4.2.1.10. The Contractor may bill the Department for the cost of a trip scheduled through an advanced transportation reservation and provided to a client who is deemed pending if the Contractor confirmed the client's status with the Department in advance of the transportation.

K.4.2.2. Verify that the transportation requested is to and/or from a Medicaid program covered service and that it otherwise complies with the Department's regulations concerning covered and non-covered services. The Contractor will develop and implement a methodology to assure that each customer service representative is following the approved process. The service verification process may include a review by the Contractor's Registered Nurse of information provided by the referring healthcare provider and other resources available to the Contractor.

K.4.2.3. Verify that the client has no other means of transportation;

K.4.2.3.1. For purposes of this requirement, HUSKY Health clients are required to avail themselves of the same mode of transportation that they use to carry out activities of daily living. The Contractor may deny NEMT to a client who has his or her own means of transportation and that means of transportation is operable and is available to the client. The Contractor shall make a due diligence effort to verify that the client has no other means of transportation.

K.4.2.3.2. The Contractor shall provide NEMT services for clients who have access to their own means of transportation but due to unexpected circumstances at the time the service is required, are unable to rely on their own resources or arrangements from other family or friends or volunteers. In the event that the client has an inoperable vehicle or lacks the resources to operate the vehicle, the Contractor may offer the client the ability to receive reimbursement for mileage in order to enable the client to use his or her own vehicle or to obtain transportation from a volunteer, friend or family member. Otherwise, the Contractor shall offer the lowest cost appropriate mode of transportation. However, personal reimbursement shall be subject to appropriate validation procedures to

prevent abuse. Examples of circumstances where a client has a vehicle, but also may require NEMT support services include:

K.4.2.3.3. the client has a medical condition that prohibits his or her operation of the vehicle and there is no other licensed operator in the household

K.4.2.3.4. the household has a vehicle, but another member of the household uses the vehicle for employment purposes that conflict with the medical appointment.

K.4.2.3.5. The expense of frequent and regular use of a personal vehicle or the distance required to travel to the medical provider exceeds fifty dollars ($50) per month in fuel costs.

K.4.2.4. Verify the client's address to ensure correct pick-up and drop-off locations and to ensure the safety of clients. When a client claims a different address from that which the Department provides, the Contractor must take reasonable effort to ascertain the validity of the alternate address. Such an alternate address may be valid for many reasons including, but not limited to, the fact that the Department's data file may not accurately reflect the current address for the client, the individual may be residing in a relative's home for post-surgery care, the person is homeless and must move from one shelter to another, etc. Given these descriptions of real circumstances, the Contractor must take such steps to provide these individuals, who have no other means of transportation, the necessary transportation for their appointments. To perform this function, the Contractor shall:

K.4.2.4.1. Examine the Department's data file;

K.4.2.4.2. Contact the Department and defer to the Department's verbal decision when the address given by the client is inconsistent with the Department's data listing when the client claims a different address from the address listed in the data file. The Contractor may accept requests for transportation on an exception basis when the client provides a temporary alternative addresses. Acceptable temporary alternative addresses include, but are not limited to:

K.4.2.4.2.1. Addresses of a family member or friend when the client is discharged from a hospital or day surgery and requires recovery assistance;

K.4.2.4.2.2. Addresses of shelters;

K.4.2.4.2.3. A nursing home address instead of the actual community residence address (mailing address);

K.4.2.4.2.4. Other addresses necessitated by circumstances that have been approved by the Department; and

K.4.2.4.2.5. The establishment of "emergency" drop off locations and contact procedures for children.

K.4.2.5. Verify the client's appointment when reasonable considering such factors as medical urgency or cost effectiveness of the mode or the frequency of the transportation. The Contractor shall accept a client's request for "urgent" transportation without appointment verification when the practice of the facility or medical provider is to accept clients without appointments, i.e walk-in/urgent care clinics. The Contractor may verify multiple regular appointments to recurring appointments such as dialysis treatments or methadone treatments with a single verification per month. The Contractor may only deny or obstruct the transportation request if the Contractor has exercised due diligence and has determined the appointment is not urgent and/or not recurring. The Contractor will be a "Business Associate" under HIPAA guidelines and as such will be able to request appointment information to transact activity on behalf of Medicaid Clients. The Contractor is authorized to use Personal Health Information to perform a function, service, or activity for the Department or to help the Department perform certain activities. In verifying the appointment with the medical provider, the Contractor shall obtain and record the medical provider's National Provider Identifier (NPI) number whenever possible;

K.4.2.6. Assess and provide the most cost-effective and least expensive mode of transportation including:

K.4.2.6.1. Establishing a client's ability to utilize the least expensive appropriate mode of transportation through direct inquiry with the client whenever possible and when the least expensive mode cannot be reasonably determined through inquiry with the client; obtain justification through a medical professional of an appropriate mode

K.4.2.6.2. Evaluating the appropriateness and cost effectiveness obtaining of bus passes for the transportation of eligible NEMT Clients by:

K.4.2.6.2.1. Determining whether clients requesting NEMT services reside near accessible public transportation and whether the medical appointment location is also located near the same or a connecting public transportation route;

K.4.2.6.2.2. Determining that the bus schedule is consistent with the time of the appointment and that the identified bus transportation provides a reasonable mode of transportation considering travel time, transfer time and waiting time both for travel to an appointment and return travel. When scheduling inter-city bus transportation, the Contractor must provide a detailed itinerary for the client explaining pickup and

drop off locations and transfer locations, bus identification, walking distances and time intervals for each bus segment;

K.4.2.6.2.3. Determining that the client has no medical, physical or other barriers that would prevent the client from utilizing bus transportation. If the client indicates a medical need for a more expensive form of transportation, the Contractor will first attempt to determine the medical limitations based on information provided by the client and then may request medical documentation if the information provided by the client does not substantiate need for higher mode of transportation;

K.4.2.6.2.4. Determining the appropriateness of a transit pass based on the client's needs and personal situation including the client's medical condition, direct route availability, distance and length of trip, scheduling of medical appointments, and availability of other resources for provision and payment of transport;

K.4.2.6.2.5. Determining that the client understands how to use public transportation including the ability to read printed material describing bus routes and schedules;

K.4.2.6.2.6. Determining the least expensive denomination of bus options required to satisfy the client's verified medical transportation needs. A bus pass may take one of many forms including but not limited to: a one ride token, a multi-ride ticket, all day pass, 3-Day, 5-Day, 7-day, 31-day unlimited ride pass. When considering the use of bus pass options, the cost of the pass offered cannot exceed the cost of individual transit trips. Also, the cost of transit passes must be less costly than other modes of travel;

K.4.2.6.2.7. Re-evaluating the appropriateness of the bus mode of transportation whenever the client's medical need or appropriateness changes.

K.4.2.6.3. Purchasing transit options in bulk at available discounted amounts and providing them on a need verified basis and denomination;

K.4.2.7. Verify the closest appropriate healthcare provider.

K.4.2.7.1. For purposes of determining closest appropriate healthcare provider the Contractor must apply applicable regulations that shall be provided to the Contractor through the Department. Applicable regulations include, but are not limited to the following:

K.4.2.7.2. The Department reserves the right to limit its authorization of transportation to the nearest appropriate healthcare provider of medical

services when it has made a determination that traveling further distances provides no medical benefit to the client. For purposes of this requirement, "nearest appropriate healthcare provider" includes health care providers within a geographic area in which a client conducts his or her activities of daily living. Also, for purposes of this requirement, a client may choose to receive Medicaid covered care and services from any Medicaid enrolled practitioner willing to provide such services. However, the Department is not required to pay the transportation expenses of a client to accommodate the client's free choice when the same Medicaid covered health care service is available closer to the client's residence. For purposes of this requirement all hospitals the Department designates as "border hospitals" must be considered as if they were "in-state hospitals. If the client has been receiving care from a particular healthcare provider and the next request for transportation is to receive a continuation of the medical care for a specific medical condition, the Contractor must schedule the transportation to that healthcare provider. In this scenario, the medical provider that had been providing the service is the closest appropriate provider because the client has an ongoing treatment from a medical provider for an existing condition. If the client had previously received services from a provider who is fifteen miles or further from the residence of the client and the next request for transportation is for an appointment unrelated to the previous service, the Contractor is able to deny the request on this condition if a closer and available healthcare provider exists.

K.4.2.7.3. If a request for transportation is for a healthcare provider that provides service as a part of a team where a number of medical providers must act in consort for a serious issue, such as an organ transplant, the Contractor is unable to deny the service irrespective of the distance to the healthcare provider. In other instances, the availability of healthcare provider may be limited and in certain parts of the state travel to such healthcare providers further than fifteen miles is common. Throughout the term of the contract, the Contractor must employ a registered nurse within its staff to help the Contractor reasonably assess the availability of healthcare provider. Because the availability of providers is not equally distributed throughout the State, the Contractor must be vigilant in how it interprets the "closest appropriate provider" regulation and should implement procedures to avoid arbitrary interpretations.

K.4.2.7.4. The Contractor shall implement procedures and processes to avoid excessive burden of proof on clients who reside in rural areas whose healthcare providers are more likely to be located in excess of 15 miles from the client's residence.

K.4.2.7.5. In evaluating the requirement for the closest appropriate healthcare provider, the Contractor shall:

K.4.2.7.5.1. Direct the client to an alternative healthcare provider closer in location who will provide an equally appropriate level of service and an appointment appropriate to meet the needs of the client whenever the Contractor believes that the transportation to the alternative closer healthcare provider may be more cost effective. The Contractor may consult with the Department's Medical, Behavioral or Dental ASO;

K.4.2.7.5.2. Provide the client and or medical provider an opportunity to justify the client's original selection based on the medical necessity for the selected healthcare provider;

K.4.2.7.5.3. Examine the Connecticut Medical Assistance Program (CTMAP) provider directory for possible alternative healthcare providers;

K.4.2.7.5.4. Conduct all verification inquiries as expeditiously as possible to accommodate the transportation need within the timeframe available for the medical treatment. The Contractor's verification processes shall not create unnecessary obstructions to receive NEMT services;

K.4.2.7.5.5. For purposes of this requirement, Contractor shall follow the policies and procedures approved by the Department when evaluating if a healthcare provider located within a reasonable distance from the client's residence can provide an equally appropriate, timely level of service appropriate to meet the needs of the client and may therefore be deemed the "closest appropriate provider." For purposes of this requirement, an established relationship between a healthcare provider and a client is not sufficient by itself to warrant Medicaid financed transportation to the healthcare provider;

K.4.2.7.5.6. Document the authorization reason when the Contractor authorizes NEMT to a healthcare provider in the transportation database that is not the geographically closest provider. When requiring documentation to establish the "closest appropriate" healthcare provider, the Contractor shall utilize the least burdensome documentation method that also provides the necessary information; and

K.4.2.7.5.7. Audit on a monthly basis the verification action (listed above in subsections a)-g)) for a random sample of trip reservations.

K.4.3. Transportation Authorization Process - The Contractor shall:

K.4.3.1. Document all request and authorization transactions in the Contractor's automated transportation database;

K.4.3.2. Document the authorization reason when the Contractor authorizes transportation to a healthcare provider in the transportation database that is not the geographically closest healthcare provider;

K.4.3.3. Require clients to request NEMT at least two business days in advance of a scheduled non-urgent appointment. The Contractor may deny NEMT if the client fails to request NEMT services for a scheduled non-urgent appointment at least two business days in advance;

K.4.3.4. Waive the two business day requirement for "Good Cause." "Good Cause" includes unanticipated circumstances such as (1) a personal vehicle is not available unexpectedly or (2) the client unexpectedly has no money for gas, however, the Contractor shall document such action;

K.4.3.5. Accept urgent reservations, as medical need dictates either on the day of the request or the following day, based on an appointment given by a medical provider. The Contractor shall confirm the urgent nature of the appointment with the medical provider, when possible, recognizing that client requests for transportation at "urgent care clinics" cannot be verified. Authorizations that need to be performed by a registered nurse may be performed during normal reservation hours;

K.4.3.6. Accept reservations for NEMT for non-urgent medical appointments during normal business hours and urgent reservations at any time through a staffed back-up Call Center;

K.4.3.7. Utilize an automated system to schedule and record client trips;

K.4.3.8. Monitor Transportation Provider dispatching activities to require the following performance:

K.4.3.8.1. Waiting time for pickup or delivery shall not exceed fifteen minutes;

K.4.3.8.2. Transportation Providers shall drop off and pick up clients at pre-arranged times;

K.4.3.8.3. Transportation Providers shall pick up clients for appointments and drop them off at scheduled appointment within no more than a fifteen minute variance from the time scheduled;

K.4.3.8.4. Transportation Providers shall pick up clients for return rides within forty-five minutes from the time of the return trip call; and

K.4.3.8.5. Transportation duration time shall not exceed fifteen minutes from the expected transportation duration for a single ride from the client's pick up location to the client's drop off location as determined by a standard estimating process.

K.4.3.9. Report missed pickups, client "no-shows", and cancellations on arrival 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;

K.4.3.10. Confirm with the client's healthcare provider (when possible), the client's medical need for special transportation services; and

K.4.3.11. Document its decisions regarding closest appropriate healthcare provider and least expensive mode of transportation including recording reasons for not utilizing the lowest cost Transportation Provider in the Contractor's transportation database.

K.4.3.12. The Contractor shall perform the core competencies through the use of the following procedural requirements and internal process controls developed by the Contractor. These include:

K.4.3.12.1. Method for recording all requests for transportation including those requests that are denied and the oversight of those denials through the Contractor's transportation management system, LogistiCAD and the reporting of those decisions to the Department.

K.4.3.12.2. Procedure for determining "closest appropriate healthcare provider" including a process for identifying a closer healthcare provider who is ready, willing and able to provide the medical service by type and specialty as required by the client's needs. Contractor shall follow the policies and procedures approved by the Department and as articulated at K. 4.2.7.5.5 when evaluating if a closer appropriate healthcare provider is available.

K.4.3.12.3. Process for authorizing NEMT ambulance including the identification of Medicare and other primary payers;

K.4.3.12.4. Process for identifying and coding Medicaid covered services and destinations;

K.4.3.12.5. Procedures for evaluating and responding to healthcare provider statements that the provider has an established relationship with the client;

K.4.3.12.6. Plan to monitor "on-time" performance including late pick up and drop off and missed pick up; "no-shows," and "on-time performance, corrective action procedures and reporting method to the Department. The monitoring of "on-time" performance will be based on driver logs submitted during the billing process and real time observation. The Contractor will provide the Department "on-time" performance reports;

K.4.3.12.7. Process for avoiding barriers to transportation service when either the client or the healthcare provider cannot verify the appointment, including those instances when a client is requesting urgent transportation or when a healthcare provider cannot (or will not) verify an appointment (for reasons of law, practice or clerical mismanagement);

K.4.3.12.8. Process for providing transportation when the client has no permanent residence, or when the individual requests transportation to or from an alternate address for post surgery care, hospitalization or other medical care;

K.4.3.12.9. The role of its nurse or other medical professional in evaluating the "Medical Necessity" standard for determining least expensive, appropriate mode of transportation and nearest healthcare provider of service;

K.4.3.12.10. Authorization Process including Approvals, Denials, Appeals, and Notice of Action (refer to Section II of this Contract, Appeals, and Section JJ of this Contract, Notices of Action);

K.4.3.12.11. Scheduling process and procedures;

K.4.3.12.12. Dispatching processes and procedures;

K.4.3.12.13. Plan to evaluate and respond to "Urgent Demand-Response" trips not scheduled in advance;

K.4.3.12.14. Plan to require pickups within fifteen minutes from the scheduled pickup time including the Contractor's process to verify pickup and drop off times;

K.4.3.12.15. Plan to record, measure and avoid "missed pickups," "no-shows," and "on-time performance;" and

K.4.3.12.16. Method to monitor client trip utilization and consistency with the Contractor's scheduled arrangements.

L. Client Outreach – NEMT Information and Coordination

L.1. The Contractor shall provide a comprehensive NEMT outreach and educational plan and culturally sensitive materials (including printed brochures and electronic brochures for newly eligible clients in local Department offices and other facilities) directed at eligible clients, health care providers and human service agencies. The Contractor shall propose such materials and distribution plan to the Department for its review and approval (prior to distribution) within ninety days (or alternate date as agreed by the Department) from the execution of a contract.

L.2. At a minimum the materials shall describe for clients and other stakeholders:

L.2.1. The availability and coverage of NEMT

L.2.2. Eligibility for NEMT services

L.2.3. The authorization process:

L.2.3.1. Eligibility Verification

L.2.3.2. Appointment Verification

L.2.3.3. Least Expensive Mode

L.2.3.4. Closest Appropriate Healthcare Provider

L.2.4. How to properly access and use NEMT services:

L.2.4.1. Two or five day business day advance notice

L.2.4.2. Urgent transportation

L.2.4.3. Will Calls" for return trip notification

L.2.5. Wait times

L.2.6. Transportation duration time – livery and bus:

L.2.6.1. Bus Pass utilization, transfers, distance to bus stop, schedule restrictions

L.2.6.2. Bus pass denominations and number of verified appointments as the basis for the denomination

L.2.6.3. Inter-urban bus service – when used

L.2.7. Livery - Description (scheduled – not "vehicle for hire" and not "demand response vehicles") Pickup and Drop Off standards, assignment

L.2.8. Ambulance Utilization

L.2.9. Personal Reimbursement on an "exception" basis

L.2.10. Ride logs: Importance of signing the log

L.2.11. Phone numbers – "How to contact us"

L.2.12. Late pick-up: Who to call

L.2.13. After hours transportation

L.2.14. How to inform the Contractor of Changes in Appointment Schedule or changes in ability to use a bus

L.2.15. Complaints, Significant Incidents

L.2.16. Notice of Action

L.2.17. Appeals and Hearings

L.3. Such materials must be culturally sensitive and written at a seventh grade reading level in both English and Spanish.

L.4. The Contractor shall distribute the materials according to the Department approved distribution plan.

L.5. The Contractor shall produce, print, and distribute 100,000 informational brochures to facilities and other stakeholders according to a plan approved by the Departments.

L.6. The Contractor shall supply the Department brochures to be distributed to the clients by the Department at the time that eligibility is granted or other time as determined by the Department and the Department's acceptance of cost proposal.

L.7. The Contractor shall develop and implement strategies with the Department' approval to work with clients who do not comply with established policies and procedures, such as clients who habitually do not show when the driver arrives to pick up the client at a prescheduled time.

L.8. The Contractor shall collaborate with hospitals, nursing homes, dialysis centers and methadone treatment facilities to achieve NEMT efficiencies. The Contractor will conduct in-service sessions and webinars for healthcare providers regarding NEMT services and to obtain suggestions for program improvement.

M. Client Accommodations, Rights and Cultural Sensitivity

M.1. NEMT services must be available on a non-discriminatory basis to eligible clients irrespective of the regions, communities, or neighborhoods they live in or their age, race, religion, creed, national origin, sexual orientation, gender, ability, health status or based on others with whom they live. The Contractor shall:

M.1.1. Develop written policies regarding client rights. The Contractor shall comply with all applicable State and federal laws pertaining to client rights, privacy and accommodation. The Contractor shall require its employees, subcontractors and network providers to respect those rights when providing services to clients. All employees shall complete annual Utilization Review Accreditation Commission (URAC) Compliance, HIPAA, Diversity, Ethics, and Harassment training. Client rights and responsibilities include, but are not limited to, the following:

M.1.1.1. The right to be treated with respect and due consideration for the Member's dignity and privacy;

M.1.1.2. The right to receive information on NEMT options and alternatives in a manner appropriate to the client's condition and ability to understand;

M.1.1.3. The right to refuse NEMT options available;

M.1.1.4. The responsibility to request NEMT for only Medicaid covered services;

M.1.1.5. The responsibility to utilize the service without interference with the driver or other passengers; and

M.1.1.6. The responsibility to be available for livery or wheelchair transport at the time requested and scheduled; and

M.1.1.7. The responsibility to notify the Broker when the Client must cancel the transportation.

M.2. The Contractor shall arrange for the transportation for eligible clients to the nearest appropriate healthcare provider;

M.3. The Contractor shall arrange for the transportation for all eligible clients, including those with disabilities. Such accommodations may include but not be limited to providing communication alternatives to persons who are deaf or hard of hearing. The Contractor shall offer complete interpreter services for all language groups and special accommodations for the hearing impaired and shall use telecommunications relay services that provide full telephone accessibility to people who are deaf, hearing impaired, or speech impaired. The Contractor shall also hire bilingual CSRs fluent in Spanish and English to better service diverse populations in Connecticut;

M.4. The Contractor shall arrange for the least expensive, appropriate mode of transportation based on the medical condition, needs and limitations of the client established through appropriate means. For a first time appointment this shall include the client's personal statements regarding their ability to utilize a particular mode of transportation. In this instance a clinician would not have been able to assess the medical condition and without the opportunity to assess, the clinician would not be able to validate the client's statement of their ability to utilize a particular transportation mode;

M.5. The Contractor shall require transportation companies (drivers) to assist clients entering and exiting the vehicles. Such assistance may include assisting individuals from their homes to the vehicle and from the vehicle to a medical service provider lobby when an escort or an attendant does not accompany the individual; and

M.6. The Contractor shall ensure that Transportation Providers and drivers comprehend reasonable accommodations for persons with physical, emotional or limitations of

comprehension. Assistance in this context is not intended as a replacement for an escort or an attendant; however, assistance assumes that certain NEMT Clients may require assistance and that assistance must be provided by the vehicle operator to the extent their liability insurance allows. The Contractor shall determine client assistance requirements at the time the client requests a ride and shall send the information to the transportation provider with the scheduled reservation. The Provider Agreement establishes "door-to-door" as standard livery and wheelchair service, but obligates the provider to supply higher level of service as authorized by the Contractor. The Contractor shall train transportation providers and drivers to understand and respect people who have diverse needs through scheduled training including: special communication sensitivity, passenger safety and passive restraint systems, securing skills and techniques, and passenger-assistance.

N. Call Center

N.1. Call Center technology referred to in this contract is an Automated Call Distribution (ACD) system. Clients request transportation services or otherwise obtain or provide information through this technology. The system distributes and manages calls, tracks calls, provides automated information and records voice calls and data. Related technology must record, retrieve and transmit the recorded phone calls electronically to the Department. The Contractor shall implement and maintain a comprehensive, fully functional, inbound and outbound telephone call system including the following characteristics and capabilities.

N.1.1. The use of both staffed lines and an industry standard ACD system to monitor and distribute call volume to staff during regular business hours and transfer calls to an after-hours backup mechanism. The call system shall have the following characteristics and specifications:

N.1.1.1. The ACD system shall provide:

N.1.1.1.1. Menu Options; and

N.1.1.1.2. Sufficient lines to support the volume of calls within the performance standards defined in the contract.

N.1.1.1.3. Sophisticated outbound "Reservation Reminder" IVR service that will deliver a robust, multi-channel communications solution to remind clients of scheduled ride appointments by voice, e-mail, or text message

N.1.1.2. The ACD system capabilities shall include:

N.1.1.2.1. Limited menu ACD including:

N.1.1.2.1.1. Prerecorded information;

N.1.1.2.1.2. Option to accept messages in a voice mail box; and

N.1.1.2.1.3. Option to talk with a representative or select a known extension.

N.1.1.3. Translator service connection;

N.1.1.4. Ability to receive direct and transferred calls;

N.1.1.5. Ability to transfer calls internally and externally;

N.1.1.6. Conferencing;

N.1.1.7. TDD or TTY line, text-telephone device (TTD) or equivalent system to communicate by telephone with hearing-impaired clients;

N.1.1.8. Overflow capability;

N.1.1.9. Call back capability;

N.1.1.10. Data collection and analysis including:

N.1.1.10.1. Tabulating and reporting data on telephone calls and surveys for both day-to-day operational management and ongoing service quality monitoring.

N.1.1.10.2. Recording all telephone conversations including a method to retrieve such recorded conversations by date, time and employee and a method to store such recordings. Recorded telephone conversations shall remain available for retrieval for six months after the recording unless the Department requests an extended retention prior to the expiration of the retention of such recorded calls for audits, investigations or other purposes the Department shall specify.

N.1.1.10.3. After business hours, recorded messages shall provide sufficient and appropriate information regarding regular business hours.

N.1.1.10.4. When a staff person is not available for routine calls, a recorded message shall answer every thirty seconds from the ACD call activation during business hours. When calls are not answered within the first fifteen seconds, the ACD shall initiate a recorded message encouraging a caller to remain on the line and assuring a caller that a qualified staff person will answer the call momentarily.

N.1.1.11. The call reporting system shall include recording and statistical tabulating capability in real time, including at a minimum:

N.1.1.11.1. Number of incoming calls;

N.1.1.11.2. Number of answered calls by Contractor staff by ACD line;

N.1.1.11.3. Average number of calls answered by Contractor staff;

N.1.1.11.4. Average call wait time;

N.1.1.11.5. Average talk time by ACD line;

N.1.1.11.6. Percent of routine service calls answered by staff less than sixty seconds after the selection of a menu option;

N.1.1.11.7. Number of calls placed on hold and length of time on hold per ACD line; and

N.1.1.11.8. Number and percent of abandoned calls. (For purposes of this subsection abandoned calls refers to those calls abandoned after the entire menu selection has been played). The call abandonment rate shall be measured by each hour of the day and averaged for each day.

N.1.2. Recording all inbound and outbound phone calls except those phone calls for or from employees or classes of employees the Department exempts in writing upon request by the Contractor. Notwithstanding the forgoing, the Department, at its option, may reverse any granted exemption upon written notice to the Contractor. A recording system with redundant power supplies and hard drives and backup DVDs will be used to record all incoming and outgoing calls. which may be searched and retrieved by date, time, length of call, agent ID, queue, and caller ID. and forwarded to the Department.

N.1.3. A toll-free number and sufficient toll-free telephone lines for callers to obtain NEMT information, customer survey information, and to support clients, provider and related functions outlined in this Contract. Specialty lines include: The Reservation Line. Clients can call this number to arrange for transportation, confirm that a reservation has been made, file a complaint regarding transportation, and cancel a reservation between the hours of 7 a.m. and 6 p.m. EST. If a client calls after hours for a routine reservation, they will be prompted to call back during normal business hours; however, if the request is an urgent, discharge, next-day, or ride assist request, the caller will be prompted to hold for a live CSR. The "Where's My Ride?" Line - Allows clients to call at any time of the day (24x7x365) to find out the status of transportation that may be running late. This line may also be used to file a complaint regarding transportation. Facility Line - immediately connects healthcare providers to the appropriate healthcare coordinator to arrange for pickups and discharges at healthcare facilities as well as to handle other functions related to the healthcare provider's role. Provider Line - a dedicated line used by transportation providers to notify us of changes, ask questions, and report no-shows at any time of the day - 24x7x365.

N.1.4. Seamlessly transitioning a caller from the ACD to a Customer Service Representative (CSR) for the functions described in this Contract.

N.1.5. Connecting with a telephonic language translation service when and if necessary, to respond to callers who do not speak English.

N.1.6. An "emergency" option to allow clients immediate access to staff to manage urgent or emergency issues or to transfer emergency calls to 911 or an appropriate local emergency (ambulance) service as appropriate.

N.1.7. An after-hours menu option to allow the caller to record messages in a voice mailbox for after hours calls with a call back the next day, and to allow a caller to select an after-hours backup Call Center customer service representative equipped with the same access to data and capacity to record message as the day time ACD.

N.1.8. Additionally, the system (or separate device) shall allow the Contractor to immediately contact Transportation Providers and shall allow the Transportation Provider to immediately contact the Contractor in the event of an urgent transportation issue arising during the course of an NEMT trip.

N.1.9. The Contractor's communication and technology systems are constructed with reliable and redundant components so that no single point of failure exists in the control network, including: two media servers; two IPSI circuit packs in each IPSI-connected port network; two Ethernet switches; and two UPS units, voice and data bearer traffic between port networks carried on a Simplex network made up of one Expansion Interface (EI) in each port network. Each night, the system software is backed up to the Contractor's off-site backup center

O. Telephone Call Management – Client Services

O.1. The Department shall regularly review the performance of the Contractor's call management services and require and review corrective action when necessary.

O.1.1. The Contractor shall operate an effective and efficient in-bound and out-bound Call Center with trained staff competent to: Establish client status and eligibility for NEMT services: determine client coverage category; identify the residency of an individual requesting NEMT services, and apply regulatory restrictions to the provision of NEMT services.

O.1.2. The Contractor shall have a staffing schedule for "normal business hours" for the daily operation of the Connecticut Call Center based on anticipated call volume and other business requirements. The normal business hours will operate all week days except for six regular state holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. State holidays will have an alternate staffing schedule to maintain coverage. The normal business hours shall include at a minimum, core business hours from 8:00 AM to 5:00 PM, Local Time, when the Contractor will be available for service to clients, the Department and other stakeholders. The staffing schedule shall include the number

of staff assigned by time of day and day of the week and non-business hours coverage.

O.1.3. The Contractor shall have a plan to monitor after-hours call volume,

O.1.4. The Contractor shall have a plan to adjust staffing when the call volume reaches thresholds proposed by the Contractor and approved by the Department.

P. Telephone Performance

P.1. The Contractor shall provide telephone service that meets standards of promptness and quality listed below. The determination of violations of performance standards will be based on the Contractor's monthly telephone logs.

P.2. The Department expects that one hundred percent of telephone calls will be answered within four rings (a call pick-up system that places the call in queue may be used), however the performance standard requirement is 98% of all calls received during each month will be answered within four rings.

P.3. The performance standard requires the Contractor to maintain a queue of not more than two calls per operator at any time for 98% of the monthly call volume.

P.4. The wait time in the queue shall not exceed five minutes.

P.5. The blocked call rate (busy signal) shall not exceed 5% of total calls received during each month.

P.6. The call abandonment rate shall not exceed 5% of total calls received during each month.

Q. Operations – Network Management

Q.1. NEMT Network Introduction

Q.1.1. The Contractor shall create a broad system for providing the least expensive, medically appropriate form of NEMT to NEMT Clients. The Contractor shall authorize and/or arrange the following types of NEMT in accordance with existing regulations: private automobile, bus, livery, taxi, wheelchair van, stretcher van, train, ambulance, secured transportation containing an occupant protection system that addresses safety needs of disabled or special needs individuals, and reimbursement for volunteers for the cost of transporting individuals and as required in the State of Connecticut Medicaid State Plan or as otherwise approved by the Department. When required, the Contractor shall coordinate air travel through a travel agent and in consultation with the Department. The NEMT system shall include: