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

PROPOSER (Name and Address)

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Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # **1690 DHCAA-SM**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

|  |  |
|--|--|
| Proposals MUST be in this office no later than<br><b>OCTOBER 12, 2010 11:00 AM CDT</b> | Public Opening <input type="checkbox"/><br>No Public Opening <input checked="" type="checkbox"/> |
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|  |
|--|
| Name (Contact for further information)<br><b>Susan McKercher</b> |
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|                              |                                |
|------------------------------|--------------------------------|
| Phone<br><b>608-267-7637</b> | Date<br><b>August 31, 2010</b> |
|------------------------------|--------------------------------|

|                              |
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| Quote Price and Delivery FOB |
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Description

**Non-Emergency Medical Transportation Services Management**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to manage the non-emergency medical transportation (NEMT) needs of Medicaid and BadgerCare Plus members in the State of Wisconsin. The State of Wisconsin, as represented by the Department of Health Services, Division of Health Care Access and Accountability, intends to use the results of this solicitation to award a contract to one Proposer for the management of non-emergency transportation services on a statewide basis.

Payment Terms:

Delivery Time:

We claim minority Proposer preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

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

Yes  No  Unknown

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

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

|   |       |  |
|---|-------|--|
| Name of Authorized Company Representative (Type or Print) | Title | Phone ( )  |
|   |       | Fax ( )  |
| Signature of Above  | Date  | Federal Employer Identification No.                |
|   |       | Social Security No. if Sole Proprietor (Voluntary) |

# REQUEST FOR PROPOSAL

STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES  
DIVISION OF HEALTH CARE ACCESS AND ACCOUNTABILITY



**RFP # 1690 DHCAA-SM**

## **Non-Emergency Medical Transportation Services Management**

**PROPOSALS MUST BE RECEIVED BY 11:00 AM CDT on OCTOBER 12, 2010**

**LATE PROPOSALS WILL BE REJECTED  
FAXED PROPOSALS WILL NOT BE ACCEPTED  
THE STATE RESERVES RIGHT TO REJECT ANY AND ALL PROPOSALS**

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## 1 GENERAL INFORMATION

### 1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the management of Non-Emergency Medical Transportation (NEMT) services for certain Medicaid and BadgerCare Plus members in the State of Wisconsin. The State as represented by the Department of Health Services (DHS), Division of Health Care Access and Accountability (DHCAA) intends to use the results of this Request For Proposal (RFP) to award a contract to a single Contractor for the management of NEMT services.

#### 1.1.1 Who Should Apply

The Department is requesting proposals from Vendors possessing qualifications specifically relevant to this solicitation. Proposals will be evaluated based on the degree to which they demonstrate meeting or exceeding the following indicators of experience as they relate to Section 5 (Contract Technical Requirements and Standards) and Section 7 (Proposal Submission Requirements).

- Proposer has been the **NEMT Manager** for state and/or federal transportation programs on a population scale of at least 300,000 people for a minimum of two (2) years.
- Proposer has been the **NEMT Manager** of the recruitment and able to retain a diverse statewide transportation provider network on a population scale of at least 300,000 people for a minimum of two (2) years.
- Proposer has been the **NEMT Manager** for transportation services in diverse geographic locations including urban, suburban, rural, and remote rural for a minimum of two (2) years through a variety of means.
- Proposer has been the **NEMT Manager** in the establishment of statewide reimbursement rates and reimbursing network providers for transportation services; including electronic processing of claims for NEMT services on a population scale of at least 300,000 people for a minimum of two (2) years.

Vendors who apply must meet the mandatory requirement described in Section 4.1 of this RFP.

Contractor will be responsible for following all policy guidelines established within the ForwardHealth Online Handbook. Some policy areas are further expanded upon within this RFP, but the ForwardHealth Online Handbook is always the baseline for program policy. Please refer to the following link for handbook policy:

<https://www.forwardhealth.wi.gov/WIPortal/Online%20Handbooks/Display/tabid/152/Default.aspx>

The contract ensuing from this RFP will require strict compliance with state and federal regulations including, but not limited to:

<http://www.dhs.wisconsin.gov/rfp/DHCF/1690/45CFR9236.pdf>

<http://www.dhs.wisconsin.gov/rfp/DHCF/1690/42CFR43153.pdf>

<http://www.dhs.wisconsin.gov/rfp/DHCF/1690/42CFR440170.pdf>

## 1.2 Scope of Project

### 1.2.1 Project Description

Under §1902(a)(4) of the Social Security Act, state Medicaid programs are required to ensure necessary transportation for members to and from Medicaid-covered services. This RFP seeks the management services of the NEMT benefit for certain Wisconsin Medicaid and BadgerCare Plus members, with the exception of the following:

- Members residing in a nursing home;
- Members enrolled in FamilyCare; and
- Members receiving services through an HMO in the following counties:
  - Milwaukee;
  - Waukesha;
  - Ozaukee;
  - Kenosha;
  - Racine; and
  - Washington.

### 1.2.2 Objectives

Implementation of a transportation manager for statewide services is scheduled to take effect no later than April 1, 2011. The State's objectives of the transportation management initiative are to:

- Ensure that all identified Wisconsin Medicaid members have reasonable and timely access to transportation to Medicaid-covered services;
- Ensure that Medicaid members use the most appropriate and economical mode of transportation;
- Eliminate fraud and abuse in Medicaid transportation;
- Reduce Medicaid expenditures for non-emergency medical transportation; and
- Collect and report transportation data.

### 1.2.3 Needs

The Contractor must recruit, maintain and improve an adequate network of local transportation providers statewide in a manner of parity to what members currently use under the state's Medicaid fee-for-service system and to a level that is generally available to the public at large. This includes the services of taxicabs, wheelchair vans, non-emergency ambulance, public transportation including but not limited to bus services, volunteer services, and member reimbursement services. This also includes meeting the State's expectations for the NEMT Manager to perform the following tasks:

- Inform and educate members on the Medicaid transportation management program and process;
- Verify member eligibility for Medicaid or BadgerCare Plus;
- Assess transportation need;
- Authorize transportation services;
- Schedule and assign trips;

- Coordinate trip status information with supporting networks, such as HMOs, counties, tribes, and other community service providers;
- Operate telephone call center;
- Recruit, maintain, and improve a statewide transportation provider network;
- Ensure compliance with driver and vehicle requirements;
- Provide reimbursement for transportation services;
- Develop and implement a quality monitoring plan;
- Collect transportation information data;
- Provide administrative oversight;
- Submit management reports;
- Protect member confidentiality;
- Maintain adequate staff and facilities; and
- Interact directly with the Department, the Department's Fiscal Agent (HP Financial Services, Inc.) and any other support agency authorized to work on behalf of the Department.

As described throughout this RFP, the Contractor shall ensure that each of the above functions is performed properly and efficiently.

The NEMT services shall be available and provided 24 hours a day, seven days a week, every day of the year, without exception. The Contractor shall determine and authorize the most appropriate and economical mode of transportation for each eligible member requesting transportation services. The Contractor is encouraged to develop innovative strategies to reduce per trip costs such as providing gas vouchers and parking payments for members and making greater use of public transportation.

The Contractor's payments to transportation providers shall be reasonable to ensure adequate access to transportation services. The Proposer may negotiate rates through competitive bidding or use other strategies to ensure the provision of the most appropriate and least costly transportation services. See CFR reference in Section 1.2.1 and Section 1.2.4.

#### **1.2.4 Overview of Wisconsin Medicaid and BadgerCare Plus Program**

The Federal government and the State of Wisconsin jointly administer the Wisconsin Medicaid program. The Federal government, under §1902(a)(4) of the Social Security Act and federal regulations, established broad mandatory and optional parameters for the Medicaid program. States manage Medicaid on a daily basis and establish program policies and practices within the broad federal parameters pertaining to eligibility, types and range of services, payment levels for services, and administrative and operating procedures.

The basic purpose of the Wisconsin Medicaid program is to make available appropriate medical care to persons in certain age, family status, or disability groups whose own financial resources are inadequate to provide for their medical needs. Individuals eligible for Medicaid include persons who are aged, blind, or disabled.

BadgerCare Plus is a Wisconsin Medicaid expansion program launched in February 2008 for children at all income levels. BadgerCare Plus is Wisconsin's State Children's Health Insurance Program (SCHIP).. The following individuals are currently eligible for BadgerCare Plus:

- All children under age 19, regardless of income;
- Pregnant women with incomes up to 300% of the Federal Poverty Level (FPL);

- Parents and relatives caring for a child up to 200% of the FPL;
- Young adults in foster care who turn 18 on or after January 1, 2008, will automatically be able to get BadgerCare Plus until they turn 21, regardless of income;
- Farm families and other families who are self-employed may be eligible under BadgerCare Plus if their income is under 200% of the FPL.; and
- Parents whose child/children are in foster care and with a reunification plan in place may be eligible for BadgerCare Plus if their income is below 200% of the federal poverty level.

The Wisconsin Medicaid Program, along with BadgerCare Plus, is funded by a combination of federal, state, and local funds. In order to contain costs and ensure appropriate care for members, the Department contracts with Health Maintenance Organizations (HMOs) and other special managed care programs to provide medical care to members in certain eligibility categories.

For more information on the Wisconsin Medicaid program and BadgerCare Plus, refer to: <https://www.forwardhealth.wi.gov/WIPortal/Default.aspx>

### 1.2.5 Current Operations

In accordance with Federal Regulation, 42 CFR 431.53, Wisconsin's Medicaid program provides three modes of transportation services to Medicaid members: (a) ambulance; (b) specialized medical vehicle (SMV); and (c) public common carrier or private vehicle transportation. Both SMV and common carrier transportation are commonly referred to as non-emergency medical transportation (NEMT).

Ambulance transportation services may be covered if a member requires emergency transportation, usually to a hospital. An ambulance may also be used to transport a member to specific destinations on a non-emergency basis if the member has a significant medical condition or need for medical monitoring that cannot be provided by a common carrier, private motor vehicle, or SMV. For example, an individual on a life-support system or an infant in an isolette (incubator) may be transported by ambulance.

SMVs may be used to transport indefinitely disabled or blind members who are unable to take public common carrier or private motor vehicle transportation if the purpose of the trip is to receive covered Medicaid services. Members who are temporarily confined to a wheelchair or otherwise incapacitated may also use SMV transportation. All members that use SMV services must be certified by a physician, physician's assistant, nurse midwife, or nurse practitioner as unable to use common carrier or other transportation safely.

Ambulance and SMV providers are licensed by the State of Wisconsin and are paid a base rate and other fees, such as mileage (both for miles traveled with a member and without a member) and waiting time. Ambulance and SMV providers submit claims directly to the State.

Counties, through contracts with common carriers and private motor vehicles, manage transportation services for Medicaid members who are able to use such common carrier transportation. These services may be bus transportation, trains, taxis, human service vehicles, private motor vehicles, and in some instances, aircraft or boats. In providing these services, counties are required to use the least expensive means reasonably available at the time the service is required. Common carrier transportation is only covered after a county department of human services approves the service.

## 1.3 Procuring and Contracting Agency

This Request for Proposal (RFP) is issued by the Wisconsin Department of Health Services (DHS), Division of Health Care Access and Accountability. Susan McKercher, Procurement

Manager, DHS, Division of Enterprise Services, is the sole point of contact for this RFP for the State of Wisconsin during the RFP process up until the time a letter of intent to award a contract is issued.

The Division of Health Care Access and Accountability will administer the contract resulting from this RFP. The contract administrator will be James Jones or Designee.

## 1.4 Definitions

Throughout the RFP, the following terms and acronyms are used and are defined as:

1. Advisory Council. Body composed of various NEMT stakeholders from around the state and selected by the Department. This advisory council acts in a non-binding capacity to provide feedback and suggestions to the State and to the Contractor.
2. Ambulance. Any vehicle, vessel or craft that holds certification under Wisconsin Administrative Code, HFS 105.38 which is transportation specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. (This RFP encompasses ambulance transportation utilized in a non-emergency context only.)
3. Attendant. (also see: Transportation Attendant) A person provided by the Contractor to assist the driver and to accompany a member or group of members during transport in order to ensure the safe operation of the vehicle and the safety of the members.
4. Available Transportation. Transportation to Medicaid covered services that can be provided safely by a spouse, by the parent or guardian of a minor child, or by the member. The driver must have a valid operator's license and there must be an available vehicle in the home. The vehicle must be in operable condition and available for use at the time of the appointment.
5. BadgerCare Plus. A Medicaid expansion program that is Wisconsin's SCHIP program. (See Section 1.2.4)
6. Border-Status Provider. A provider located outside of Wisconsin who regularly gives service to Wisconsin members and who is certified to participate in Wisconsin Medicaid.
7. CARES. Client Assistance for Re-employment and Economic Support, the State's Medicaid eligibility determination system.
8. Capitation. A fee the Department pays periodically to a provider for each member enrolled under a contract with the provider for the provision of services, whether or not the member receives services during the period covered by the fee.
9. Certificate of Need (CON). A form is used to verify that, in the judgment of a medical professional; the member being transported by SMV truly requires SMV transportation and cannot safely travel by common carrier. (See <http://dhs.wisconsin.gov/forms/F0/F01197.pdf> )
10. CFR. Code of Federal Regulations
11. Common Carrier. Any mode of non-emergency transportation, other than an ambulance or SMV, unless the SMV is functioning in a common carrier capacity.
12. Complaint. An oral or written expression of dissatisfaction by a member, a member's family member or other responsible party, facility, or a provider.
13. Contractor. A person or entity that contracts with the State to provide NEMT management services as a result of this RFP.
14. Covered Service. A service, procedure, item or supplies for which Medicaid reimbursement is available, provided to a member of Medicaid by a Medicaid-certified provider qualified to provide the particular service, procedure, item or supplies or under the supervision of a certified and qualified provider.
15. Cot/Stretcher. A bed-like device used to carry a patient in a horizontal or reclining position.

16. Department. The Wisconsin Department of Health Services.
17. DOT. Wisconsin Department of Transportation
18. Emergency Services. Services that are necessary to prevent the death or serious impairment of the health of the individual.
19. Emergency Medical Condition. 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 bodily functions; or
  - Serious dysfunction of any bodily organ or part; or
  - With respect to a pregnant woman who is in active labor.
20. Encounter. With respect to NEMT services, an encounter is a completed and reimbursed trip.
21. Encounter Record. An electronically formatted list of encounter data elements.
22. Family Care. A voluntary long-term care/managed care program in Wisconsin designed to improve the quality of life for elderly people and people with physical or developmental disabilities. Family Care covers certain Medicaid-covered services as well as services provided by the Wisconsin Medicaid Community Options Program (COP) and the Wisconsin Medicaid home and community-based waiver (HCBW) programs to meet the long-term care needs of program members.
23. ForwardHealth ID Card. Each person who is eligible for Medicaid receives his/her own card. The cards do not display eligibility dates. All Medicaid services are paid using the Member ID number on the card.
24. Fraud. The intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to themselves or to some other person. It includes any act that constitutes fraud under applicable federal or state law.
25. Health Insurance Portability and Accountability Act (HIPAA). The federal Act of 1996; however, this RFP refers to the administrative simplification provisions of the Act (HIPAA, Title II) only. These provisions establish national standards for electronic health care transactions, national identifiers for providers, health plans, and employers. It also establishes standards for the security and privacy of health information and data.
26. Hospital Discharge. Notification by a hospital that a Medicaid member is ready for discharge. A hospital discharge is considered an urgent trip.
27. Human Services Vehicle (HSV). A motor vehicle which is used for the purpose of transporting disabled or elderly persons in connection with any transportation assistance program for elderly or disabled persons. It does not include a motor vehicle performing transportation services by a volunteer, an urban mass transit system, or as a taxicab service or common carrier.
28. interChange. Wisconsin's Medicaid Management Information System.
29. Member ID. A unique number assigned to each Medicaid member.
30. Medicaid/Medicaid Services. Services under the Wisconsin State Plan for Medical Assistance Services, as amended and as provided for in Title XIX section of the Social Security Act and under applicable waivers approved by the federal Centers for Medicare and Medicaid Services (CMS). This term is also used throughout this RFP to describe the members eligible for the services of this RFP. In this sense, BadgerCare Plus members are also referred to generally as "Medicaid" members.
31. Member. A person who is entitled to receive benefits under Wisconsin Medicaid.
32. MMIS. Medicaid Management Information System. In Wisconsin, the MMIS system is called "interChange".

33. MSA. Metropolitan Statistical Area
34. NEMT. Non-emergency medical transportation. NEMT is comprised of specialized medical vehicle and common carrier transportation.
35. NPI. National Provider Identifier.
36. Partner. counties, health care providers, provider associations, community based organizations and consumer representatives.
37. Proposer. Any person or entity that responds to this RFP.
38. Public Transportation. Fixed-Route transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule. Passengers are picked up at designated stops.
39. Relative. A parent, grandparent, grandchild, stepparent, spouse, son, daughter, stepson, stepdaughter, brother, sister, half-brother, or half-sister, with this relationship either by consanguinity or direct affinity.
40. SCHIP. State Children's Health Insurance Program.
41. Standing Orders. Recurring or repetitive trips with the same pick-up point, pick-up time, destination and return. Trips to dialysis, adult day health care, day support and supported employment are examples of services that often are treated as standing orders.
42. Specialized Medical Vehicle (SMV). A vehicle equipped with a lift or ramp for loading wheelchairs. The driver of a SMV must have first aid training and CPR certification. SMV transports Medicaid members who have a documented physical or mental disability that prevents them from traveling safely in a common carrier or private motor vehicle to Medicaid-covered services.
43. State. The State of Wisconsin.
44. Subcontract. A written agreement between the Contractor and a subcontractor, or between a subcontractor and another subcontractor, to provide services.
45. Subcontractor. A party who subcontracts with the Contractor for the provision of services which the Contractor has contracted with the Department to perform.
46. Taxicab. Any motor vehicle having a seating capacity of not more than six passengers, excluding the driver, not operating on a regular route or between fixed terminals used in the transportation of passengers for hire or for compensation.
47. Third Party. Any individual, entity or program that is or may be liable to pay all or part of the expenditures for Medical Assistance furnished under a State plan.
48. Transportation Attendant. A person provided by the Contractor to assist the driver and to accompany a member or group of members during transport in order to ensure the safe operation of the vehicle and the safety of the members.
49. Transportation Manager. Any entity that sells, provides, furnishes, contracts, or arranges for Medicaid NEMT services.
50. Medicaid Transportation Services. The necessary non-emergency medical transportation services provided to Medicaid members to ensure reasonable access to and from Medicaid covered services.
51. Trip. A trip consists of the distance from the point of member pickup to the member's destination point.
52. Unloaded Mileage. The distance traveled without a passenger to pick up the member for transport to or from Medicaid-covered services.
53. Unscheduled Trips. Non-urgent trips scheduled with less than 48 hours notice.
54. Urgent Care/Trip. Unscheduled episodic situation in which there is no immediate threat to life or limb, but the member must be seen on the day of the request and treatment cannot be delayed until the next day. Hospital discharges shall be considered to be urgent care.
55. Vendor. In the context of this RFP, means Proposer.

## 1.5 Clarification and/or Revisions to the Specifications and Requirements

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the individual named below of such error and request modification or clarification of the RFP.

**The State encourages all vendors to submit their RFP questions at their earliest convenience.** The State will attempt to answer questions as early as possible but cannot guarantee that answers to all submitted questions will be posted until the deadline date shown in the Calendar of Events in Section 1.8 below.

Any questions concerning this RFP must be submitted via unencrypted email and in writing to Susan McKercher on or before close of business September 13, 2010 by 4:00 pm CDT at the following email address:

Susan McKercher, Procurement Manager  
[Susan.McKercher@dhs.wisconsin.gov](mailto:Susan.McKercher@dhs.wisconsin.gov)

Include the following information in the subject line of your email: RFP# 1690-DHCAA-SM NEMT Written Questions.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided through the Wisconsin State VendorNet system under this RFP number.

Any discussions occurring, or information gathered, in any venue, or under any circumstance, pretext, or context prior to release of this RFP is wholly superseded by the contents and requirements of this RFP and any subsequently issued supplements or revisions throughout the procurement process. Any contact with State employees concerning this RFP is prohibited, except as authorized by the procurement manager during the period from date of release of the RFP until the notice of intent to award a contract is issued.

## 1.6 Letter of Intent to Propose

DHS requests that vendors who intend to respond to this RFP notify the Department of such intent via email to [Susan.McKercher@dhs.wisconsin.gov](mailto:Susan.McKercher@dhs.wisconsin.gov) by 5:00 pm CDT on September 13, 2010. Interested vendors should include with their intent, their company name, and contact information.

## 1.7 Reasonable Accommodations

DHS will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at any time during the RFP process, contact Susan McKercher at (608) 267-7637 or [Susan.McKercher@dhs.wisconsin.gov](mailto:Susan.McKercher@dhs.wisconsin.gov).

## 1.8 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting it to the State of Wisconsin purchasing and vendor notification website (VendorNet) at <http://vendornet.state.wi.us>. There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE                           | EVENT  |
|--------------------------------|--|
| August 31, 2010                | Date of issue of the RFP (Posted to VendorNet)                 |
| September 13, 2010             | Deadline for Written Questions and Letter of Intent to Propose |
| September 27, 2010 (estimated) | Questions and Answers posted to VendorNet                      |
| October 12, 2010 11:00 AM CDT  | Proposals due from vendors                                     |
| November 15, 2010 (estimated)  | Notification of intent to award sent to vendors                |
| January 1, 2011 (estimated)    | Contract Execution Date  |
| April 1, 2011 (estimated)      | Go Live Date   |

## 1.9 Contract Term and Funding

The contract ensuing from this RFP shall be effective on the date indicated on the purchase order or the contract execution date and shall run for three (3) years from that date, with an option by mutual agreement of the agency and contractor, to renew for two (2) additional one (1) year periods.

## 1.10 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the Proposers list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

- 1.10.1 The official copy of this RFP is posted on the State of Wisconsin VendorNet System, described above, which is the State's official procurement information and vendor notification website.

An electronic version mirroring the information on VendorNet is also available on the DHS website and provides a convenience copy for interested parties at the following link: <http://DHS.wisconsin.gov/rfp>

Proposers are advised that they must use the VendorNet system to respond officially to this RFP. Further information concerning VendorNet, including registration instructions, can be found at: <http://vendornet.state.wi.us>

## 1.11 Retention of Rights

If mutually agreed to by the contractor and the State, the results of this contract may be used by another state to contract for NEMT services.

The Contractor shall not have exclusive rights to provide all NEMT Services and supplies during the term of the contract or any extension of the contract.

All proposals become the property of DHS upon receipt. All rights, title and interest (including the right to exploit for the State's purposes) in all materials and ideas prepared by the Proposer for the proposal to DHS shall be the exclusive property of DHS and may be used by the State at its option.

DHS retains the right to obtain services other than those of the Contractor to accomplish changes to NEMT Services in order to avoid disruption in service to the members. Such means may include, but are not limited to, competitive procurement for the required services.

## 2 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General Instructions

The evaluation and selection of a contractor and the negotiation of the contract will be based on the information submitted in the vendor's proposal and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 2.2 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by Proposers in replying to this RFP.

### 2.3 Submission Requirements

Proposers must submit Proposals in strict accordance with the requirements set forth in this section. All materials must be received in the prescribed formats by **11:00 AM CDT on Tuesday, October 12, 2010** to:

Susan McKercher, Procurement Manager  
Department of Health Services  
Division of Enterprise Services  
Office of Purchasing and Contract Management (OPCM)  
One West Wilson Street, Room 750  
Madison, WI 53701-7850  
(608) 267-7637

Proposals must be received in the above office by the specified date and time stated below. All proposals must be time-stamped as accepted by the Procurement Manager by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP. Proposals submitted in whole or in part by fax or email will be rejected.

There are two components needed for complete submission of the proposal response: a Technical Proposal and a Cost Proposal. Both components are due to the address above by the stated date and time. The following submission requirements must be followed for each of the components:

#### TECHNICAL PROPOSAL COMPONENT

This component must contain the original and seven (7) paper copies of the entire Technical Proposal including any proprietary information.

The outside cover of the sealed package containing the TECHNICAL PROPOSAL must be marked as follows:

Technical Proposal  
NEMT Services Management  
Name and Address of Proposer  
Due: October 12, 2010 at 11:00 AM CDT  
RFP 1690 DHCAA-SM  
Package No. X of X (if multiple packages)

#### COST PROPOSAL COMPONENT

This component must contain the original and two (2) paper copies of the Cost Proposal and the Financial Solvency Package sealed under separate cover.

The outside cover of the package containing the COST PROPOSAL and the FINANCIAL SOLVENCY PACKAGE must be sealed separately from the Technical Proposal and marked as follows:

Cost Proposal  
NEMT Services Management  
Name and Address of Proposer  
Due: October 12, 2010 at 11:00 AM CDT  
RFP 1690 DHCAA-SM  
Package 1 of 1

In addition to the paper documents described above, the Technical Proposal, the Cost Proposal, and the Financial Solvency Package must be submitted in non-password protected PDF format on reproducible CDs or DVDs recorded and labeled as follows:

- **Disc One** must contain the entire Technical Proposal **including** any proprietary information and have the following label affixed to the disc:

TECHNICAL PROPOSAL – Proprietary Information Included  
NEMT Services Management RFP  
*Name and Address of Proposer*  
RFP #1690 DHCAA-SM: Disc One

Enclose this disc within the TECHNICAL PROPOSAL package(s).

- **Disc Two** must contain the Technical Proposal **excluding** the proprietary information reported on the Designation of Confidential and Proprietary Information form (DOA-3027). *Note: The Department in responding to open records requests will release the information on this disc. It is the sole responsibility of the Proposer to ensure that there is no conflict between the Designation of Confidential and Proprietary Information form*

(DOA-3027) and the information provided on this disc. The following label must be affixed to the disc:

TECHNICAL PROPOSAL – Proprietary Information Excluded  
NEMT Services Management RFP  
*Name and Address of Proposer*  
RFP #1690 DHCAA-SM: Disc Two

Enclose this disc within the TECHNICAL PROPOSAL package(s).

- **Disc Three** must contain the Cost Proposal Worksheets (Appendix A to this RFP) in PDF format with the following label affixed to the disc:

COST PROPOSAL  
NEMT Services Management RFP  
*Name and Address of Proposer*  
RFP #1690 DHCAA-SM: Disc Three

(Enclose this disc within the COST PROPOSAL package)

- **Disc Four** must contain the Financial Solvency Package prescribed in Section 8.0. These documents shall be in PDF format with the following label affixed to the disc:

FINANCIAL SOLVENCY PACKAGE  
NEMT Services Management RFP  
*Name and Address of Proposer*  
RFP #1690 DHCAA-SM: Disc Four

(Enclose this disc within the COST PROPOSAL package)

**All materials must be received in the prescribed formats at the prescribed address no later than 11:00 AM CDT on Tuesday, October 12, 2010.**

Proposers are cautioned that receipt of a proposal package by the United States Postal Service, State of Wisconsin mail system, or a commercial carrier, does not constitute receipt of a proposal by the Department for purposes of this procurement. All proposals received after the closing date and time will not be reviewed and will be returned unopened to the Proposer. **No exceptions will be granted.**

## 2.4 Proposal Organization and Format

Technical Proposals must be typed and submitted on 8.5 by 11 inch paper bound securely; presented in 12-point Times New Roman font (10 point font is allowed for tables and diagrams), singled space, at least one inch margins, and appear in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading must be separated by tabs or otherwise clearly marked. Page limits for each section where appropriate are indicated in parentheses. Attachments and/or Appendices are not allowed with the exception of resumes, diagrams, tables, charts, and financial statements. An outline prescribing the RFP Sections must be submitted as illustrated below:

## **Proposal Format**

### **Technical Proposal Format**

- Cover page Signed DOA Form 3261 (1 page)
- Introduction (2 pages)
- Transmittal Letter (1-2 pages) See 2.4.1 for content.
- Mandatory Requirement Response – See Section 4.1.1
- Section 7 (110 Page Limit) Subsections Tabbed
- Section 11 Required Forms
- DOA Form 3027 Designation of Confidential and Proprietary Information
- DOA Form 3477 Vendor Information
- DOA Form 3478 Vendor Reference

### **Cost Proposal Format**

See Section 6 and Appendix A

Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. In addition, no elements of, or reference to, the Cost Proposal, nor the Financial Solvency Package, may be incorporated into the Technical Proposal in any manner whatsoever. Doing so will result in rejection of the Proposal.

## **2.4.1 Transmittal Letter**

A Transmittal Letter must accompany the Technical Proposal. It must be on the official business letterhead of the prime Proposer submitting the proposal, and must be signed in ink by an individual authorized to legally bind the Proposer.

The Transmittal Letter must stipulate the following:

- The Proposer is the prime Contractor and is a corporation or other legal entity;
- Services that the Contractor intends to sub-contract to another entity;
- A statement certifying the Proposer is able to meet the Mandatory Requirement in Section 4.1.1
- No cost or pricing information has been included in the Transmittal Letter or the Technical Proposal;
- No information from the Financial Solvency Package has been included in the Transmittal Letter or the Technical Proposal;
- The Technical and Cost Proposal are valid for a minimum of six months from the proposal due date;
- The person signing this proposal is authorized to make decisions on behalf of the Proposer's organization regarding the technical and cost proposals submitted and that the person has not participated, and will not participate, in any action contrary to the this statement;
- Assurance that the Proposer will agree to execute and fulfill a contract according to the conditions and terms specified in this RFP;
- That the proposal is predicated upon the requirements, terms, and conditions of this RFP, the posted Questions and Answers, all its attachments, and any supplements or revisions thereof; and
- That an individual authorized to legally bind the Proposer has signed this Transmittal Letter.

## 2.5 Multiple Proposals

Submission of multiple proposals from a vendor is not permissible.

## 2.6 Oral Presentations and Site Visits

The top scoring vendor(s) based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposal if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

## 2.7 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the Proposal is withdrawn. Proposals may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration of five (5) business days after the due date and time if the withdrawal request is received timely by the RFP Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the RFP Procurement Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

# 3 SELECTION AND AWARD

## 3.1 Preliminary Evaluation

The proposals will be reviewed initially to determine if the mandatory requirement is met. Failure to meet the mandatory requirement will result in rejection of the proposal. In the event that not all vendors meet the mandatory requirement, the State reserves the right to continue the evaluation process on all proposals and to select the proposal which most closely meets the requirements specified in this RFP.

## 3.2 Proposal Scoring

Accepted technical proposals will be reviewed by an evaluation committee and scored against the stated criteria. A Proposer may not contact any member of an evaluation committee except at the State's direction. The committee may review references, request interviews, and/or conduct on-site visits and may use the results in scoring the proposals.

The cost proposals will be calculated and scored by the procurement lead or designee with the most points being awarded to the proposal with the lowest cost. Other cost proposals will be assigned points that correlate to those assigned to the lowest cost proposal. A formula would be as follows:

$$\frac{\text{Lowest Bid (constant)}}{\text{Other Proposer's Bid}} \times \text{Maximum evaluation points given to cost} = \text{Score}$$

Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and Technical Proposals will be initially ranked based on the accumulation of numerical scores received.

### 3.3 RFP Evaluation Criteria

The following illustrates the point percentage allocation for the Technical and Cost Proposals:

| Description                              | Percent     |
|--|-------------|
| <b>Technical Proposal</b>                | <b>75%</b>  |
| Technical Proposal                       |             |
| A. Experience (Section 7.1)              | <b>23 %</b> |
| B. Organization & Staffing (Section 7.2) | <b>11 %</b> |
| C. Scope of Work (Sections 7.3 – 7.9)    | <b>33 %</b> |
| D. Creative Solutions (Section 7.10)     | <b>8 %</b>  |
| Cost Proposal                            | <b>25%</b>  |
| Total                                    | <b>100%</b> |

### 3.4 Right to Reject Proposals and Negotiate Contract Terms

The State reserves the right to reject any and all proposals. The State may negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer and/or upon unfavorable review of the Financial Solvency Package, the Department of Health Services may negotiate a contract with the next highest scoring Proposer.

### 3.5 Award and Final Offers

The State will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer. Alternatively, the highest scoring Proposer or Proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring Proposer based on the BAFO. Under no circumstances should a Proposer presume that the State will request a best and final offer.

The State reserves the right to offer an award to the next highest scoring Proposer if there are unfavorable findings in the review of the Financial Solvency Package for the highest scoring proposal

### 3.6 Notification of Intent to Award

All vendors who respond to this RFP will be notified via email of the State's intent to award the contract as a result of this RFP.

After notification of the intent to award is made and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at One West Wilson Street, Room 750, Madison, Wisconsin. Vendors should schedule reviews with Susan McKercher (608) 267-7637.

### **3.7 Appeals Process**

Notices of intent to protest must be made in writing to the Secretary of the Department of Health Services. Protestors must identify State Statute and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with:

Karen Timberlake, Secretary  
Department of Health Services  
One West Wilson Street  
PO Box 7850  
Madison, WI 53701-7850

A notice of intent to protest must be received in the Secretary's Office no later than five (5) working days after the notice of intent to award a contract is issued.

Any written protest must be received in the same office within ten (10) working days after the notice of intent to award a contract is issued.

The decision of the Secretary of DHS may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance with a copy of such appeal filed with DHS. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

## **4 GENERAL PROPOSAL REQUIREMENTS**

### **4.1 Mandatory Requirement**

There is one Mandatory Requirement in this RFP. Proposals not meeting this requirement will be rejected. Proposer's response must reflect meeting this mandatory requirement and must include a statement in their transmittal letter certifying that their proposal meets the mandatory requirement described in Section 4.1.1 of the RFP.

- 4.1.1 All NEMT Service Management Proposals must include all populations described in Section 1.2.1 and cover all geographic locations throughout the State of Wisconsin.

### **4.2 Proposer References**

Proposers must include in their Proposal a list of all clients/buyers/organizations with whom the Proposer has done business comparable to that required in this solicitation within the last three (3) years.

For each client/buyer/organization, the Proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment that was the basis for the business relationship. Reference Form DOA-3478 Section 11.

The procuring agency will determine which, if any, references will be contacted to assess the quality of work performed and personnel assigned to the project.

## 5 CONTRACT TECHNICAL REQUIREMENTS AND STANDARDS

### 5.1 Transportation Network Overview

The Contractor will be responsible for creating a transportation network to meet NEMT needs for members. This network will be comprised of Specialized Medical Vehicles (SMV), Ambulance, common carrier and volunteer modes of transportation. Each of these modes of transportation and their respective standards are described in detail within this RFP.

#### 5.1.1 Ambulance

Wisconsin Medicaid requires all ambulance providers to be certified. In certain specific instances an ambulance may be used for SMV transportation, in all other cases NEMT does not include ambulance transportation. See the Wisconsin ambulance provider handbook for the necessary program policy regarding ambulance services.

<https://www.forwardhealth.wi.gov/WIPortal/Online%20Handbooks/Display/tabid/152/Default.aspx>

#### 5.1.2 Specialized Medical Vehicles

All specialized medical vehicles (SMV) are vehicles that are equipped with permanently installed ramps or lifts and are required to be certified by Wisconsin Medicaid. SMVs that are also used for cot or stretcher transportation must meet the additional requirements of DHS 107.23 (3) (b) 10. See Wisconsin SMV provider handbook for additional details.

<https://www.forwardhealth.wi.gov/WIPortal/Online%20Handbooks/Display/tabid/152/Default.aspx>

##### 5.1.2.1 SMV Attendant Services

Service of an SMV transportation attendant is provided when the member's condition requires the physical presence of another adult person for purposes of restraint, lifting, or as allowed under the Americans with Disability Act (ADA). The transportation manager shall obtain a statement of the appropriateness for any additional attendants from the health care provider who signed the original Certificate of Need (CON). The transportation manager shall retain such documents. An attendant's costs may include transportation, lodging, meals, and a salary. Please refer to the ForwardHealth Online Handbook for policy guidance.

<https://www.forwardhealth.wi.gov/WIPortal/Online%20Handbooks/Display/tabid/152/Default.aspx>

##### 5.1.2.2 SMV Driver and Attendant Standards

The Contractor is responsible for ensuring that transportation providers meet all RFP driver standards as well as deliver the required transportation services. The Contractor may establish additional standards. Any additional standards require written approval by the Department.

The Contractor shall implement oversight procedures to ensure that all drivers are legally licensed by the State of Wisconsin to operate their assigned vehicle. The Contractor shall also ensure that all drivers are competent in their driving habits, are courteous and helpful to all passengers, and are neat and clean in appearance. First aid and CPR training shall be maintained by drivers and attendants.

In addition, SMV drivers and attendants employed by transportation providers through service agreements with the Contractor under the terms of this RFP shall meet the following conditions:

- 5.1.2.2.1 All drivers and attendants must be at least twenty-one (21) years of age and have an appropriate and unrestricted (with the exception of corrective lenses) current valid Wisconsin driver's license issued by the Wisconsin Department of Transportation.
- 5.1.2.2.2 Prior to serving as a driver or as an attendant each person shall have received all of the following:
  - 5.1.2.2.2.1 Basic Red Cross or equivalent training in First Aid and Cardio Pulmonary Resuscitation (CPR).
  - 5.1.2.2.2.2 Specific instructions on care of passengers in seizure.
  - 5.1.2.2.2.3 Specific instructions in the use of all ramps, lift equipment, and restraint devices used by the provider.
- 5.1.2.2.3 Each driver or attendant shall receive refresher training and remain current at all times in Basic First Aid and CPR.
- 5.1.2.2.4 Drivers who currently have a suspended or revoked driver's license, commercial or other, are prohibited from driving for any purpose under this contract.
- 5.1.2.2.5 Drivers who receive citations and are convicted of two (2) moving violations and/or accidents related to transportation provided under this RFP, where the driver was at fault during the full term of the contract, must be removed from service.
- 5.1.2.2.6 Drivers must report any citations they receive to the Contractor, for recordkeeping and reporting to the Department upon request.

The Contractor is responsible for ensuring that driver and attendant standards are maintained at all times. This applies to all forms of transportation.

Any driver or attendant receiving two (2) or more complaints from passengers concerning standards in Section 5.1.2 within a five (5) business day period may not be utilized until corrective action is taken. All complaints must be documented and become a part of the driver's or attendant's permanent record.

### **5.1.2.3 SMV Vehicle Standards**

SMV providers must be currently certified by the Wisconsin Department of Health Services (Wisconsin Medicaid Program) and the Wisconsin Department of Transportation.

Each network provider vehicle requires the minimum insurance noted at WI Adm. Code DHS 105.39 (1) and (2). <http://www.legis.state.wi.us/rsb/code/dhs/dhs105.pdf>

The Contractor must ensure that all transportation providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this RFP. Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and

models used under this contract. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations.

Any vehicle found deficient with any State or Federal regulation or in the following areas must be immediately removed from service:

- 5.1.2.3.1 Wisconsin Department of Health Services SMV licensing and equipment/restraint device requirements;
- 5.1.2.3.2 Department of Motor Vehicles licensing requirements, safety standards, annual Motor Bus/Human Service Vehicle Inspections (SP4162);
- 5.1.2.3.3 ADA regulations;
- 5.1.2.3.4 RFP requirements;
- 5.1.2.3.5 Vehicles currently placed out of service by the Wisconsin State Patrol;
- 5.1.2.3.6 If the overall condition of the vehicle creates a health or safety hazard for the vehicle occupants;
- 5.1.2.3.7 Any vehicle receiving two (2) or more legitimized complaints from passengers concerning cleanliness, temperature deficiencies, or other deficiencies within a five (5) day period must be removed from service until vehicle is inspected and appropriate corrective actions taken. Such actions must be documented and become a part of the vehicle's permanent record; or
- 5.1.2.3.8 Any vehicle found not in compliance with the vehicle standards created under this RFP or any state or federal standards (until verified for correction of deficiencies).

#### **5.1.2.4 Back Up Vehicles**

Contractor shall be responsible for arranging for back-up vehicles and/or personnel when notified by a member, a provider, or the Department that a vehicle is excessively late, is otherwise unavailable for services, or when specifically requested by the Department. The vehicle is excessively late if it is twenty (20) minutes late in meeting its assigned schedule.

A back-up vehicle for an excessively late vehicle or an otherwise unavailable vehicle must be in place within thirty (30) minutes after a vehicle has been deemed unavailable for any reason.

#### **5.1.3 Common Carriers**

A common carrier service is any transportation service other than ambulance and SMV. Common carrier vehicles are not required to be certified with Wisconsin Medicaid. These vehicles do not have permanently installed ramps or lifts and are not certified for cot/stretchers transportation. This may include vehicles such as public transportation, volunteer vehicles, and Human Service Vehicles (HSVs).

##### **5.1.3.1 Common Carrier Attendant Services**

A common carrier attendant is a person, in addition to the driver, that is specifically trained in procedures that are necessary for care and transportation of the member. The transportation manager shall obtain a statement of the appropriateness for any additional attendants from the health care provider. An attendant's costs may include transportation, lodging, meals, and a salary. Please refer to the ForwardHealth Online Handbook for policy guidance.

<https://www.forwardhealth.wi.gov/WIPortal/Online%20Handbooks/Display/tabid/152/Default.aspx>

### **5.1.3.2 Common Carrier Driver Standards**

The Contractor shall implement oversight procedures to ensure that all drivers are legally licensed by the State of Wisconsin to operate their assigned vehicle. The Contractor shall also ensure that all drivers are competent in their driving habits, are courteous and helpful to all passengers, and are neat and clean in appearance

### **5.1.3.3 Common Carrier Vehicle Standards**

The Contractor must ensure that all common carrier transportation providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this RFP. Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations.

Any vehicle found deficient with any State or Federal regulation in the following areas must be immediately removed from service:

- 5.1.3.3.1 Wisconsin Department of Transportation licensing requirements, safety standards, annual Motor Bus/Human Service Vehicle Inspections (SP4162); (<http://www.dot.state.wi.us/>)
- 5.1.3.3.2 Wisconsin insurance requirements;
- 5.1.3.3.3 ADA regulations;
- 5.1.3.3.4 RFP requirements;
- 5.1.3.3.5 Vehicles currently placed out of service by the Wisconsin State Patrol
- 5.1.3.3.6 If the overall condition of the vehicle creates a health or safety hazard for the vehicle occupants;
- 5.1.3.3.7 Any vehicle receiving two (2) or more legitimized complaints from passengers concerning cleanliness, temperature deficiencies, or other deficiencies within a five (5) day period must be removed from service until vehicle is inspected and appropriate corrective actions taken. Such actions must be documented and become a part of the vehicle's permanent record; or
- 5.1.3.3.8 Any vehicle found not in compliance with the vehicle standards created under this RFP or any state or federal standards (until verified for correction of deficiencies).

#### 5.1.4 SMV and Common Carrier Driver and Attendant Conduct

The following driver and attendant standards must be included within all service agreements for SMV and common carrier providers. The Contractor must ensure that drivers and attendants adhere to all the following required standards:

- 5.1.4.1 No driver or attendant shall use or be under the influence of alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty.
- 5.1.4.2 Smoking is prohibited in the vehicles while performing Medicaid transportation service. "No Smoking" signs shall be visible to all passengers. Contractor shall require drivers and attendants contact the Contractor immediately if passengers fail to comply with this prohibition.
- 5.1.4.3 No driver or attendant shall touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained.
- 5.1.4.4 At no time shall drivers or attendants smoke while in the vehicle, while involved with member assistance, or in the presence of any member.
- 5.1.4.5 Drivers and attendants shall not wear any type of headphones or earphones at any time while on duty.
- 5.1.4.6 Drivers shall not use a cell phone or texting devices while driving.
- 5.1.4.7 Drivers shall maintain a comfortable interior cabin temperature at all times while vehicle is occupied by a member or an attendant.
- 5.1.4.8 All drivers and attendants must wear or have visible, an easily readable official company identification.
- 5.1.4.9 At no time shall drivers or attendants eat or consume any beverage while in the vehicle or while involved with or in the presence of any member.
- 5.1.4.10 Drivers or attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination.
- 5.1.4.11 Drivers or attendants must properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent.
- 5.1.4.12 Drivers or attendants, while on board, must assist the passengers in the process of being seated, including the fastening of the seat belts and securing of infants and children under age five (5) in properly installed child safety seats.
- 5.1.4.13 Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs or cot/stretchers are properly secured and that all passengers are properly seat-belted or secured/restrained in their wheelchair or cot/stretcher.

- 5.1.4.14 Drivers or attendants must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger's destination.
- 5.1.4.15 Drivers and attendants shall confirm, prior to vehicle departure that the delivered passenger is safely inside the destination.
- 5.1.4.16 Drivers and attendants must provide support and oral directions to passengers. Such assistance shall also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance shall also include stowage by the driver of mobility aids and folding wheelchairs. Drivers and attendants shall not be responsible for passenger's personal items.
- 5.1.4.17 The transportation manager is responsible for ensuring that driver and attendant standards are maintained at all times. This applies to all forms of transportation.
- 5.1.4.18 Any driver or attendant receiving two (2) or more complaints from passengers concerning cleanliness, courtesies, or other deficiencies noted in Section 5.1.4 within a five (5) business day period may not be utilized until corrective action is taken. All complaints must be documented and become a part of the driver's or attendants permanent record.

### 5.1.5 Volunteers

A volunteer driver is one who may provide common carrier transportation and is not contractually bound to provide services. Volunteers are those drivers who are using their own vehicle or that of a county or a tribal agency to transport members to Medicaid covered services and who are reimbursed for their mileage only and not their services. Reimbursement on a basis other than mileage is allowable but must be approved in writing by the Department.

All volunteer drivers must be licensed and insured in accordance with Wisconsin state statutes and Wisconsin transportation administrative rules.

The Contractor is encouraged to use volunteer and public transportation to provide the most cost-efficient service to the members and if such transportation is appropriate to meet the needs of the members.

The Contractor must have procedures in place to verify and document that vehicles used in volunteer transportation are adequate to meet the safety and comfort needs of the members, including, but not limited to:

- Appropriate state operating requirements and registration;
- Seat belts and child safety seats when appropriate; and
- Functional heating and air conditioning.

The Contractor must have procedures in place to verify and document that drivers used in volunteer transportation possess a valid Wisconsin driver's license.

### 5.1.6 Border Status Providers

The Contractor may sub-contract with providers who have border state provider status if they meet all Wisconsin licensing and training standards and are a Wisconsin certified Medicaid provider. Contractor may not contract with any other out-of-state transportation providers.

### 5.1.7 Out-of-State Transportation

Except for services provided by Medicaid-certified “border-status” providers, all non-emergency out-of-state services require prior authorization from the Department. A border-status provider is a provider located outside of Wisconsin who regularly gives service to Wisconsin members and who is certified to participate in Medicaid.

The Contractor is required to provide NEMT services to out-of-state non-border status providers if prior authorization has been granted by the Department, and electronically verified by the Contractor, for the health care service that the member will be receiving from the out-of-state provider.

### 5.1.8 Conflict of Interest

The Contractor will not refer or subcontract to a transportation service provider with which it has a financial relationship unless any of following conditions apply:

- Transportation is provided in a Metropolitan Statistical Area (MSA) defined rural area and when there is no other qualified provider available;
- The necessary transportation provided by the Contractor is so specialized that no other qualified provider is available; or
- The availability of qualified providers other than the Contractor is insufficient to meet the existing need.

It is the preference of the Department that the Contractor develop and maintain an adequate transportation provider network throughout the state sufficient to offset any need to contract with providers with which the Contractor has a financial relationship.

The Contractor must negotiate service agreements for the use of any federally or publicly funded paratransit transportation services. The Contractor must negotiate service agreements with SMV providers. The Contractor may negotiate service agreements with other common carrier providers at their discretion. In contrast, service agreements are not required for volunteer drivers.

### 5.1.9 Provider Training

The Contractor shall include an orientation program for all transportation providers with which they have entered into a service agreement under this RFP. The initial orientation plan will be required at the time of RFP submission and evaluation. Reference Section 7.3.1.

The Contractor shall submit a final orientation plan before contract implementation addressing state statutes, Wisconsin Administrative Code, and Medicaid policies. In addition, the plan must address ongoing training required to educate the transportation contractors of any changes in state statutes, Wisconsin Administrative Code, and Medicaid policies.

#### 5.1.9.1 Training Minimums

At a minimum, the orientation program must include:

- 5.1.9.1.1 An overview of NEMT Program and division of responsibilities between Contractor and transportation provider;
- 5.1.9.1.2 Vehicle requirements;

- 5.1.9.1.3 Procedures for handling accidents, moving violations and vehicle breakdowns;
- 5.1.9.1.4 Driver qualifications;
- 5.1.9.1.5 Driver conduct;
- 5.1.9.1.6 The proper use of attendants;
- 5.1.9.1.7 Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the member;
- 5.1.9.1.8 Scheduling procedures for after hours, weekends and holidays;
- 5.1.9.1.9 Procedures for handling requests for "urgent care";
- 5.1.9.1.10 Criteria for trip assignments;
- 5.1.9.1.11 Dispatching and delivery of services;
- 5.1.9.1.12 Procedures for obtaining reimbursement for authorized trips;
- 5.1.9.1.13 Driver customer service standards and requirements during pickup, transport and delivery;
- 5.1.9.1.14 Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs;
- 5.1.9.1.15 Procedures for handling complaints from members or providers;
- 5.1.9.1.16 Procedures for notifying members when services are denied or terminated by the Contractor;
- 5.1.9.1.17 Criteria and procedures for documenting and notifying members when services are denied or terminated by the transportation provider; and
- 5.1.9.1.18 A written policy that includes all of the above items.

### **5.1.9.2 Training Specific to SMVs**

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

### **5.1.10 Transportation Provider Records – SMV and HSV**

The Contractor must establish, maintain and provide upon request, the following records and related information in its files for each SMV and HSV with which the Contractor has entered into a service agreement with. Records must be maintained of the initial Wisconsin State Patrol inspection and all subsequent inspections.

### 5.1.10.1 SMV and HSV Record Retention File

- 5.1.10.1.1 Copy of Contractor's executed service agreement for each transportation provider.
- 5.1.10.1.2 At a minimum the following documentation for each vehicle:
  - 5.1.10.1.2.1 Network transportation provider name.
  - 5.1.10.1.2.2 Provider address.
  - 5.1.10.1.2.3 Provider county code.
  - 5.1.10.1.2.4 Manufacturer and model year.
  - 5.1.10.1.2.5 Vehicle Identification Number.
  - 5.1.10.1.2.6 Fleet number, if assigned.
  - 5.1.10.1.2.7 Odometer reading at the time the vehicle entered service under this contract.
  - 5.1.10.1.2.8 Type of vehicle, such as car, mini van.
  - 5.1.10.1.2.9 Capacity (number of passengers and/or wheelchair capacity).
  - 5.1.10.1.2.10 License plate number.
  - 5.1.10.1.2.11 Insurance certifications.
  - 5.1.10.1.2.12 HSV registration, Yes/No.
  - 5.1.10.1.2.13 Special equipment, such as lift, cot/stretchers/stanchions/sidewall tie-downs.
  - 5.1.10.1.2.14 Date, odometer reading and description of inspection activity including verification that vehicle meets RFP vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating.
- 5.1.10.1.3 At a minimum the following documentation for each driver:
  - 5.1.10.1.3.1 Driver's name and date of birth.
  - 5.1.10.1.3.2 Copy of the Wisconsin driver's license.
  - 5.1.10.1.3.3 First aid training certificates.
  - 5.1.10.1.3.4 Cardio Pulmonary Resuscitation (CPR) training certificate.
  - 5.1.10.1.3.5 Driver training course certificate.

- 5.1.10.1.3.6 Documentation of any complaints received about the driver and any accidents or moving violations involving the driver.

## 5.2 Member Management

The Contractor must obtain from the member, or an individual or agency acting on behalf of the member, sufficient information to allow a decision regarding the member's need for NEMT services and proof of Medicaid eligibility. This determination must take into consideration the member's ability to provide for his or her transportation outside of the NEMT program, pursuant to Wisconsin NEMT services policy, as well as the member's needed level of transportation.

When determining the most appropriate mode of transportation for a member, a basic consideration must be the member's current level of mobility and functional independence. SMV transportation may only be provided when a certificate of need (WI DHS Form F-1197) <http://www.dhs.wisconsin.gov/forms/F0/F01197.pdf> is signed by a medical professional. In all cases, the Contractor must use the most appropriate service available that meets the member's needs.

Except for the verification of Medicaid eligibility information contained on the ForwardHealth ID card, the Contractor shall accept the information provided verbally by the member, or person speaking on behalf of the member, as valid when determining or predetermining the need for NEMT services unless the Contractor has cause to doubt the validity of information provided.

If the Contractor has cause to doubt the validity of the information provided by or on behalf of the member, the Contractor may require documentation of that information.

### 5.2.1 Eligibility

Services delivered by the Contractor are only reimbursable when the member is being transported to or from a Medicaid covered service. See the ForwardHealth Handbook for policy on covered and non-covered services:

<https://www.forwardhealth.wi.gov/WIPortal/Tab/42/icscontent/Provider/Medicaid/referenceAndTools.htm.spage>

The above link provides the most recent program comparison chart. This information is for general use only and is not considered absolute.

#### 5.2.1.1 Verification

The Contractor must verify member eligibility through one of the following methods, which are described in detail in the ForwardHealth Online Handbook:

- ForwardHealth Portal;
- WiCall, Wisconsin's AVR (Automated Voice Response) system;
- Commercial enrollment verification vendors;
- 270/271 (270/271 Health Care Eligibility/Benefit Inquiry and Response) transactions, or
- A phone call to Provider Services.

The ForwardHealth Online Handbook can be found at the following link:

<https://www.forwardhealth.wi.gov/WIPortal/Online%20Handbooks/Display/tabid/152/Default.aspx>

#### 5.2.1.1.1 Forward Health ID Card

The ForwardHealth ID card is a permanent plastic card with a magnetic stripe on the back that can be used for eligibility verification using a card reader. Card(s) are mailed to the “head of household” or “payee” and is issued to each individual family member. The front of the card identifies the member’s name, Member ID and 16 digit card issue number. A member services telephone number, for members use only, is provided on the back of the card. Presentation of the ForwardHealth ID card does not guarantee eligibility. The Contractor should use the identifying information on the card to inquire using one of the eligibility verification options found in Section 5.2.1.1 above.

### 5.2.1.2 Determination of Service

The Contractor must structure their determination of service processes to meet the following basic requirements. The Contractor must advise members of the following:

- 5.2.1.2.1 The member, under penalty of law, shall provide accurate and complete information to determine need for NEMT services.
- 5.2.1.2.2 The member must provide documentation of Medicaid eligibility.
- 5.2.1.2.3 The member must provide, when requested, information related to the need for services, as a condition for receiving service and being determined eligible for the service.
- 5.2.1.2.4 An authorization decision and provide verbal notice to the member within two (2) business days after the business day on which the service authorization request is received.
- 5.2.1.2.5 Urgent authorization requests must receive an authorization decision and verbal notice immediately.
- 5.2.1.2.6 The Contractor is responsible for notifying the member of transportation arrangements.

A transportation service must not be provided until:

- 5.2.1.2.7 The member has declared that he or she needs non-emergency transportation.
- 5.2.1.2.8 The member has been determined to have a valid service need.
- 5.2.1.2.9 The member's eligibility has been established and verified.
- 5.2.1.2.10 The member's Member Identification number and address have been recorded for reporting purposes.

### 5.2.1.3 Denial of Service

If a request for NEMT services falls under one or more of the denial criteria listed below, the Contractor shall deny the request and enter the reason(s) for the denial in its database on the same business day and must call the member that same day. The Contractor shall generate and mail denial letters to members no later than the next business day following the date denial decision was made. The denial letter shall notify the member of the right to appeal the denial. The Department shall work with the Contractor to develop the criteria for sending denial notices. The Department, in its sole discretion, may add, modify or delete denial reasons without additional payment to the Contractor or a contract amendment being required. The following list highlights denial criteria.

- 5.2.1.3.1 The Member is not eligible for NEMT Services on the date of service.
- 5.2.1.3.2 The Member does not have a medical need that requires NEMT Services.
- 5.2.1.3.3 The medical service for which NEMT Service is requested is not a covered medical service.
- 5.2.1.3.4 The member has access to available transportation.
- 5.2.1.3.5 Transportation to the medical service for which NEMT service is requested is covered under another program.
- 5.2.1.3.6 The medical appointment is not scheduled or was not kept.
- 5.2.1.3.7 The trip was not requested timely and the request cannot be accommodated because of this.
- 5.2.1.3.8 Additional documentation was requested and was not received timely.
- 5.2.1.3.9 The Member refuses the appropriate mode of transportation.
- 5.2.1.3.10 The Member refuses the NEMT provider assigned to the trip and another appropriate NEMT provider is not available.
- 5.2.1.3.11 The Member refuses to cooperate in determining status of Medicaid eligibility.
- 5.2.1.3.12 The Member is found to be ineligible for NEMT services based on the documented information that cannot be otherwise confirmed.
- 5.2.1.3.13 The Member exhibits uncooperative behavior or misuses/abuses NEMT services.
- 5.2.1.3.14 The Member is not ready to board NEMT transport ten (10) minutes after the scheduled pick up time.

## 5.2.2 Member Scheduling

The member must contact the Contractor to request NEMT services at least two (2) business days prior to a non-urgent, scheduled appointment. The two (2) business day advance scheduling includes the day of the call but not the day of the appointment. Advance scheduling is mandatory for all NEMT services except urgent care and follow-up appointments when the timeframe does not allow advance scheduling.

The Contractor shall utilize an automated method to schedule member trips once they are authorized and shall ensure that dispatching activities are performed efficiently. The scheduling method used must be capable of accommodating recurring trips, one-time trips, advance reservations, hospital and emergency room discharges, and requests for urgent trips.

### 5.2.2.1 Pick Up and Delivery Requirements

The Contractor must ensure that NEMT services are available 24 hours per day, 7 days per week, and every day of the year. NEMT services must comply with the following minimum service delivery requirements.

- 5.2.2.1.1 Arrival before the scheduled pick-up time is permitted; however, a member shall not be required to board the vehicle before the scheduled pick-up time. The transportation provider is not required to wait more than ten (10) minutes after the scheduled pick up time.
- 5.2.2.1.2 Members are to be aware of pick-up time for transportation to appointments when the transportation request is made. Any deviation from the stated time of more than fifteen (15) minutes is not acceptable as timely service. For the return pick-up from an appointment, the vehicle shall arrive within one (1) hour from time of notification.
- 5.2.2.1.3 In multiple passenger situations, ensure that no member is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
- 5.2.2.1.4 Drivers shall deliver members to their destinations on time for their scheduled appointments.
- 5.2.2.1.5 Late arrival will be reported as soon as possible to the dispatcher/transportation provider for providing advance notice to the direct medical service provider of the late arrival.
- 5.2.2.1.6 Trips will be monitored to ensure members are delivered to their homes in timely manner from appointments.
- 5.2.2.1.7 If a delay occurs in the course of picking up scheduled riders, the dispatcher/provider must contact proposed riders at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The transportation provider must advise scheduled riders of alternate pick up arrangements when appropriate.

- 5.2.2.1.8 The Contractor must have procedures for timely distribution of public transportation passes to the member to make the medical appointment.
- 5.2.2.1.9 The Contractor contacts the member to inform him of the transportation arrangements, if this information is not given during the initial call from the member.
- 5.2.2.1.10 The transportation provider re-confirms the pick-up time and location with the member twenty-four (24) hours ahead of the scheduled medical appointment.

### 5.2.3 Urgent Care Transportation

Urgent care transportation, for the purpose of this RFP, is defined as an unscheduled episodic situation, in which there is no immediate threat to life or limb, but the member must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge shall be considered urgent care. The Contractor may verify with the direct provider of service that the need for urgent care transportation exists.

Valid requests for urgent care transport must be honored within three (3) hours of the time the request is made. The requirements of this section shall also apply to appointments established by medical care providers allowing insufficient time for routine two (2) day scheduling.

## 5.3 Communications

The Contractor shall be responsible for informing and educating members, counties, health care providers, provider associations, community based organizations and consumer representatives about the NEMT Management services. The Contractor's plan should include information on the outreach, education and marketing. This material:

- Must include culturally sensitive materials produced in English, Spanish and Hmong and other languages where the language is used by at least five percent of the population in the service region.
- Must be written at a sixth grade reading level; and
- All correspondence developed by the Contractor, intended for a member, must be multilingual, and must be reviewed and approved by the Department prior to distribution.

Prior to implementation of the contract, the Department will provide the Contractor with a list of all member names and addresses for members eligible for services under this RFP that have recently used Medicaid transportation. The Contractor will then be required to manage this list through regularly updating their data files and adding individual member case notes designed to indicate specific transportation needs and other pertinent case facts required for ongoing transportation transactions. The Contractor will be required to keep an ongoing database of members using their services. Reference Section 7.1.9.

The Contractor is encouraged to develop supplemental written materials for members, counties, health care providers, provider associations, community based organizations and consumer representatives All materials developed by the Contractor for distribution under this RFP require prior written approval by the Department. DHS requires ten (10) business days to review and approve materials. Materials must be approved at least ten (10) business days before distribution

### **5.3.1 Member Communication**

The Contractor is responsible for developing the initial member notification regarding NEMT Management services and service availability and advance scheduling prior to the Contractor assuming responsibility for the provision of transportation services. A Member Education Plan must be developed for members that include each member's rights and responsibilities for use of NEMT services. All notices and information materials used by the Contractor shall be reviewed and receive written approval by the Department prior to mailing or otherwise disseminated.

#### **5.3.1.1 Member Initial Notice**

The initial notice to be developed and disseminated by the Contractor shall inform members of the availability of NEMT services, including the Contractor's name, address, telephone numbers, and hours of operation, as well as a brief description of how to utilize the Contractor to arrange for NEMT services. Thirty (30) days prior to implementation, the Contractor shall mail, via first class, materials reviewed and approved by the Department to inform and educate the eligible populations about the new transportation delivery system.

#### **5.3.1.2 Continuing Education**

The Contractor is responsible for educating members who do not comply with established policies and procedures. The Contractor shall develop a member education policy for members who are chronically late or absent for scheduled trips. The policy also covers members whose behavior en-route threatens the safety of the member, the driver, other passengers or the safe operation of the vehicle. Incidents must be documented promptly in the transportation database.

### **5.3.2 Partner Communication**

Written and oral information must adequately educate, counties, health care providers, provider associations, community based organizations and consumer representatives. Education shall emphasize the availability of NEMT services, eligibility for these services, the authorization process for single trips and standing orders, medical documentation of need, and how to access and use these services properly.

#### **5.3.2.1 Partner Education**

Contractor shall be responsible for creating a plan to educate health care providers, provider associations, community based organizations and consumer representatives. Contractor shall submit its plans for educating health care providers, provider associations, community based organizations and consumer representatives sixty (60) days before operations start date and begin conducting training thirty (30) days prior to the operations start date.

#### **5.3.2.2 Partner Training**

Trainings must be held in at least five (5) locations throughout the state. The Department must approve the training presentation and materials and the Department may participate in these trainings. The Department has ten (10) business days to review and approve all training presentations and materials. Training presentations and materials must be approved at least ten (10) business days before the first scheduled training. The Contractor shall arrange all training sessions.

### **5.3.3 Department Requested Communication**

The Contractor will be required to participate and provide transportation-related information at community and regional meetings as specified by the Department. Information provided may include details on how to access services, member and provider rights, responsibilities, complaint procedures, and other information as specified by the Department.

#### **5.3.3.1 Advisory Council**

A Medicaid transportation advisory council will be established by the Department. This council will be comprised of various residents and stakeholders selected by the Department from around the state. The advisory council will act in a non-binding advisory capacity to provide feedback and suggestions to the Contractor and the Department regarding methods of enhancing Medicaid transportation service to members.

The Contractor must be available to meet with this advisory council as requested by the Department; approximately four (4) times per year. Meetings will be held in various geographical regions of the state to ensure diverse input. The Contractor will be required to staff each meeting to ensure all Council feedback is actively addressed. Department staff may attend each council meeting.

## **5.4 Service Requirements**

### **5.4.1 Transportation Service Arrangements**

The Contractor may arrange for non-emergency transportation by:

- 5.4.1.1 Negotiating service agreements with qualified transportation providers.
- 5.4.1.2 Entering into service agreements with federally funded or public transit, including not-for-profit agencies, transit authorities, and licensed common carriers.
- 5.4.1.3 Providing tokens or passes to members, and attendants upon request, to cover the fare for federally funded, established public, or private transit service, which is available when the member has the physical and mental capacity to use such service.
- 5.4.1.4 Assigning Volunteer transportation.
- 5.4.1.5 Entering into service agreements with commercial taxi service to supplement its ambulatory services.

### **5.4.2 Provider Service Agreements**

An initial Master Service Agreement (MSA) will be required as part of the Proposal Submission Requirements, reference Section 7.5.2. The Contractor must submit for Department review and approval, within ten (10) business days following issuance of the intent to award the NEMT contract, a finalized MSA that the Contractor will use to obtain transportation services.

#### **5.4.2.1 Master Service Agreement Requirements**

All MSA's must include the following provision: In the instance of default by the Contractor, the agreement will pass to the Department or its agent for continued provision of transportation services. All terms, conditions, and rates established by the agreement shall remain in effect until or unless renegotiated with the Department or its agent subsequent to default action or unless otherwise terminated by the Department at its sole discretion.

MSA's must also include the minimum following requirements:

- 5.4.2.1.1 Prohibition from sub-contracting NEMT services to a third-party
- 5.4.2.1.2 Payment administration plan
- 5.4.2.1.3 Levels of transportation provided
- 5.4.2.1.4 Attendant services
- 5.4.2.1.5 Telephone & vehicle communication systems
- 5.4.2.1.6 Computer requirements
- 5.4.2.1.7 Scheduling plan
- 5.4.2.1.8 Pick-up and delivery standards
- 5.4.2.1.9 Urgent care service conditions and availability
- 5.4.2.1.10 Driver and attendant qualifications
- 5.4.2.1.11 Driver conduct
- 5.4.2.1.12 Vehicle requirements
- 5.4.2.1.13 Back-up service arrangements
- 5.4.2.1.14 Quality assurance standards
- 5.4.2.1.15 Non-compliance with standards
- 5.4.2.1.16 Training for drivers and attendants
- 5.4.2.1.17 Confidentiality of information
- 5.4.2.1.18 Indemnification language
- 5.4.2.1.19 Evidence of adequate insurance
- 5.4.2.1.20 Submission of documentation as required by the Department

### 5.4.3 Fraud and Abuse

The Contractor will be responsible for continually monitoring the U.S. Department of Health and Human Services (DHHS) Office of Inspector General's (OIG) excluded provider list located at: <http://oig.hhs.gov/fraud/exclusions.asp>

The Contractor will also be responsible for monitoring criminal prosecutions by the Wisconsin Medicaid Fraud Control Unit (MFCU) and removal of a transportation provider from Medicaid certification. The Contractor may not subcontract with any provider or any business identified on any of the above named lists. If a subcontractor to the Contractor is identified on any of the above named lists during the term of a service agreement, the Contractor must then immediately terminate the service agreement with the subcontractor.

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

The Contractor is also responsible for developing safeguards against fraudulent activity and abuse by the transportation service providers and/or Medicaid eligible members.

#### **5.4.4 Provider Payment Administration**

The Contractor shall pay transportation providers. The contractor is responsible for validation that transportation services paid, are properly authorized and actually rendered. Reference Section 7.1.7. Full payment of undisputed claims for all authorized trips must be made to the transportation providers as agreed to between the parties through a written term of the service agreement; otherwise, payment shall be made within the following guidelines:

##### **5.4.4.1 Payment Standards**

- 5.4.4.1.1 Ninety percent (90%) of all Network provider or member/individual/volunteer claims will be processed and paid or denied within ten (10) business days of receipt of a complete and valid claim form.
- 5.4.4.1.2 Ninety-five percent (95%) of all Network provider or member/individual/volunteer claims will be processed and paid or denied within fifteen (15) business days of receipt of a complete and valid claim form.
- 5.4.4.1.3 One-hundred percent (100%) of all Network provider or member/individual/volunteer claims will be processed and paid or denied within twenty (20) business days of receipt of a complete and valid claim form.

##### **5.4.4.2 Cost Sharing**

- 5.4.4.2.1 SMV providers are required to request co-payments from members for SMV services. An SMV provider is required to request a co-payment of \$1.00 for each time a member is transported and a base rate is billed, unless the member is exempt from making co-payments.

5.4.4.2.1.1 According to DHS 104.01(12), Wis. Admin. Code, providers are prohibited from collecting co-payment from the following Wisconsin Medicaid members:

- Members under 18 years of age with incomes at or below 100 percent of the FPL. (For HealthCheck services, members under 19 years old are exempt.)

- Members under 18 years of age who are members of a federally recognized tribe regardless of income.
- Members enrolled in Medicaid because they are in foster care regardless of age.
- Members enrolled in Medicaid through subsidized adoption regardless of age.
- Members enrolled in Medicaid through the Katie Beckett program regardless of age.
- Nursing home residents.
- Members enrolled in Medicaid SSI HMOs or Medicaid special managed care programs receiving managed care-covered services.
- Pregnant women.

### 5.4.5 Service Complaints and Appeals

The Contractor shall be responsible for recording and responding to all complaints with regard to the delivery of services required under this contract which will include complaints by members, providers, or any individual or group who contacts the Contractor. Resolution of complaints by the Contractor is subject to the discretionary review of the Department and may be overridden. The Contractor may be required to implement and submit proof of any corrective policies or procedures as a result of the Department review. The Contractor must have a formal written complaint process that must be approved by the Department to ensure that all complaints are resolved at the lowest administrative level possible. The Department must approve all documentation used in the Contractor's complaint process for content and format before they are put into use.

The Contractor shall respond verbally to a complainant within twenty-four (24) hours of the Contractor's receipt of the complaint and, upon request, provide the Department a written record of the complaint and resolution including any corrective action within three (3) working days of receipt of the Department request.

The Contractor must remove from public contact or provide a retraining program for service personnel who receive two (2) substantiated complaints within a ninety (90) day period. The Contractor must remove from public contact any personnel who has received four (4) substantiated complaints within a twelve consecutive (12) month period.

The Contractor shall designate an individual within the Contractor's organization to act as liaison with the Department to insure prompt action regarding all complaints. The Contractor must comply with the request of the Department to investigate, or remove from public contact, or require retraining for any personnel deemed in need of retraining.

#### 5.4.5.1 Service Complaint Reporting

The Contractor shall compile the required summary report, as described in Section 5.11.4 of this RFP, and analyze complaints on file on a monthly basis to determine quality of services to members, particularly noting patterns or trends of the complaints received. The report will be sent to the Department on a monthly basis and will include a description of corrective actions taken to ensure service delivery conforms to the requirements of this RFP. The *Complaint Summary Report* shall be in accordance with the specifications and format approved by the Department.

The Contractor shall maintain a database of all complaints received. The database, at a minimum, should include the following information:

- 5.4.5.1.1 Name and contact information of person filing complaint
- 5.4.5.1.2 Date complaint filed
- 5.4.5.1.3 Member information, if applicable
- 5.4.5.1.4 Narrative explaining the detail of the complaint
- 5.4.5.1.5 Relevant trip information pertaining to the complaint
- 5.4.5.1.6 Relevant provider information pertaining to the complaint
- 5.4.5.1.7 Trip log information, if applicable
- 5.4.5.1.8 Outcome/resolution of the complaint
- 5.4.5.1.9 Date complaint resolved/responded to

### **5.4.5.2 Member Formal Appeals**

The Contractor's complaint process may not be a prerequisite to, or a replacement for, the member's right to use the State's appeal process. Members receiving services through the Contractor may appeal an adverse decision of the Contractor to the Division of Health Care Access and Accountability. If the member is unsatisfied with the Division's decision, they may appeal to the Division of Hearings and Appeals in the Wisconsin Department of Administration. The Contractor is responsible for the preparation of the hearing summary and the presentation of its case. The decision of the State's Fair Hearing Officer is a final and binding decision.

### **5.4.5.3 Member Advocate Position (Ombudsman)**

The Contractor will also be responsible for employing a Member Advocate (Ombudsman) for purposes of assisting and advocating on behalf of Wisconsin Medicaid members. The advocate will review all of the comments and direct them to the proper person, with the goal of quicker responses to and resolution of member concerns.

The Member Advocate will be able to answer member questions about problems obtaining NEMT service or assist members in solving any problems that may arise from interaction with the Contractor.

### **5.4.6 Trip Log**

For member's receiving non-emergency transportation, the Contractor shall maintain a daily, electronic Trip Log that documents the following data elements, at a minimum:

- 5.4.6.1 Member name
- 5.4.6.2 Member ID number
- 5.4.6.3 Requester name (if different than above)
- 5.4.6.4 Date/time of request
- 5.4.6.5 Date/time of medical appointment
- 5.4.6.6 Mode of transportation requested/mode authorized

- 5.4.6.7 Scheduled time of pick up/drop off
- 5.4.6.8 Actual time of pick up/drop off
- 5.4.6.9 Pick up location
- 5.4.6.10 Drop off location
- 5.4.6.11 Referral, approval, or denial (include reason) of transportation
- 5.4.6.12 Ancillary services authorized (parking, attendant, children)
- 5.4.6.13 Date/time of notification to transportation provider
- 5.4.6.14 Transportation provider name & provider ID/NPI
- 5.4.6.15 Vehicle information
- 5.4.6.16 Odometer readings
- 5.4.6.17 Waiting time
- 5.4.6.18 Mileage
- 5.4.6.19 Staff member referring/authorizing/denying request
- 5.4.6.20 Notes (e.g., cancellations, incomplete requests, no-shows, abusive behavior occurrences)
- 5.4.6.21 Other data elements not listed above, from the Specialized Medical Vehicle Trip Ticket found on the ForwardHealth website, <http://dhs.wisconsin.gov/forms/F0/F01050.pdf>

### 5.4.7 Policy and Procedure Manual

The Contractor must develop an operational Policies and Procedures Manual (PPM) detailing all policies and procedures to be used in the scheduling and delivery of transportation services. The manual must include policies for operations, services, personnel and equipment as well as vehicle maintenance procedures.

A final version of the PPM must be submitted to the Department for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by the Department must be incorporated by the Contractor within ten (10) working days of notification. In no cases will a Contractor be allowed to begin operations without written approval from the State of their PPM.

This PPM must be incorporated into all training programs for new employees. The manual must be utilized in an orientation program to be provided by the Contractor to transportation providers. The Contractor will be responsible for ensuring that all providers are trained and educated with all applicable manual policies and procedures and with any subsequent policy updates.

The PPM must be reviewed by the Department and updated by the Contractor whenever changes in the operation of the business are made. Updates to the manual must have written approval by the Department before distribution. The Department reserves the right to require modifications to the manual throughout the life of the contract. Required updates must be submitted to the Department for approval within ten (10) working days of the request.

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

#### **5.4.8 Wisconsin Department of Transportation Grant**

The Wisconsin Department of Transportation (DOT) received a \$300,000 mobility management grant from the Community Transportation Association of America, United We Ride to develop individual and multi-county pilots that will test the feasibility and success of coordinating Human Services Transportation, Medicaid NEMT, and public transportation within a geographical area.

A mobility manager hired under this DOT grant will oversee and manage this pilot. A separate DOT coordination council will assist with policy development, identify key issues, and address local issues.

While not a requirement of the RFP, the contractor is encouraged to collaborate with DOT regarding this pilot.

### **5.5 Call Center**

The Contractor will comply with all Federal and State confidentiality policies and procedures in performance of the call center activities. The call center must respond to telephone and written inquiries from various sources such as Medicaid members and their representatives, healthcare providers, non-emergency transportation providers and other stakeholders.

#### **5.5.1 Objectives**

The purpose of the call center is for the intake and processing of transportation needs for eligible Medicaid members that includes, but is not limited to:

- 5.5.1.1 Verification of Medicaid eligibility
- 5.5.1.2 Assessing Medicaid member's transportation needs and determining the most appropriate and cost effective transportation mode to meet the identified needs
- 5.5.1.3 Authorization of transportation
- 5.5.1.4 Dispatching non-emergency transportation trips
- 5.5.1.5 Resolving problems that may arise during a trip
- 5.5.1.6 Responding to reports of fraud and/or abuse
- 5.5.1.7 Responding to requests for general information about transportation services.

#### **5.5.2 Staffing**

The Contractor shall provide sufficient staff to handle all calls and contacts for transportation related questions and problems that may occur. The Contractor will also ensure that call center staff treat all callers with dignity and respect the caller's right to privacy and confidentiality.

The Contractor will provide call center staff with State approved training to respond to calls and inquiries from members, member representatives, health care providers, non-emergency

transportation providers and other stakeholders. Training should include, but not limited to, non-emergency transportation policy, call center procedures, cultural sensitivity training, customer service skills and training for handling difficult callers.

### 5.5.2.1 Staffing Standards

- 5.5.2.1.1 The Contractor will staff the call center lines with customer services representatives Monday through Friday, with the exception of State holidays, from 7 a.m. to 6 p.m. CDT.
- 5.5.2.1.2 The Contractor shall have capabilities to ensure that the communication and language needs of members in the State are addressed. Sufficient qualified staff shall be available on site to communicate with callers who speak Spanish. Interpretive telephone service (language lines) should be available for callers who speak other languages. A member may request interpretive services by a family member or acquaintance. Members must not incur a cost for interpretation services.
- 5.5.2.1.3 Contractor must ensure all staff relay emergency requests to 911 or an appropriate local emergency (ambulance) services.
- 5.5.2.1.4 The Contractor must maintain sufficient equipment and Call Center staff to ensure that performance standards are met.

### 5.5.2.2 Performance Standards

- 5.5.2.2.1 Calls are answered at a rate that meets Department standards.
- 5.5.2.2.2 Callers should never receive a busy signal.
- 5.5.2.2.3 Ninety percent (90%) of all calls should be answered by a live operator within 180 seconds, as measured on an average daily basis.
- 5.5.2.2.4 Call abandonment rate shall be no more than seven percent (7%) on an average daily basis.
- 5.5.2.2.5 Live agents must be staffed during all hours of operation.
- 5.5.2.2.6 Provide a finalized response to written inquiries within five (5) business days of receipt.
- 5.5.2.2.7 Calls/contacts referred from the State to Contractor staff must be responded to within one (1) business day of receipt.
- 5.5.2.2.8 Inform the Department of all forms of legislature or executive level inquiries within one (1) day of receipt and provide a copy to the State.

### 5.5.3 Phone Lines and Equipment

The Contractor shall supply a sufficient number of toll-free telephone lines to handle all calls. For caller convenience and communication purposes a single toll-free telephone number should be used for the call center. The Contractor must agree to relinquish ownership of the toll-free number to the State upon contract termination.

Call flow routing and phone system queues must be approved by the State. The State may require additional queues with written notice to the Contractor. The Contractor shall obtain State approval prior to implementing any queue not required by the State.

#### 5.5.3.1 Telephone Device for the Deaf (TDD)

The Contractor shall maintain and operate a telephone device (TDD) for the deaf and hard of hearing callers who need such a device.

#### 5.5.3.2 Automatic Call Distribution

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

- 5.5.3.2.1 An automatic phone call attendant function that uses hierarchical menu-driven capability to direct calls to appropriate customer service staff.
- 5.5.3.2.2 An automatic phone call attendant function that uses hierarchical menu-driven capability to direct calls to appropriate customer service staff.
- 5.5.3.2.3 A PBX (Public Branch Exchange) system and companion applications which provides a minimum of twenty (20) ACD groups. This system should have the capability to add, change and delete ACD categories and hunt groups; change routing between auto-attendant, ACD groups and/or hunt groups; and manipulate reporting structure to provide the necessary data on the system performance.
- 5.5.3.2.4 Capability to report a full range of call history statistics, including hourly, daily, weekly, and monthly summary views. The system should have the capability of reporting by ACD group on the following call statistics, at a minimum:
  - 5.5.3.2.4.1 Total number of incoming calls
  - 5.5.3.2.4.2 Number of incoming calls answered
  - 5.5.3.2.4.3 Number of outbound calls
  - 5.5.3.2.4.4 Average handle time

- 5.5.3.2.4.5 The number of calls answered per pre-defined interval
- 5.5.3.2.4.6 Abandoned calls statistics such as number of abandoned calls, length of time until call is abandoned, abandoned call rate percent
- 5.5.3.2.4.7 Agent statistics such as number of agents, number of calls answered by agent and agent available times (hours logged on), talk time per agent, and amount of after-call work per agent
- 5.5.3.2.4.8 Average queue time
- 5.5.3.2.4.9 Average talk time (minutes)
- 5.5.3.2.4.10 Busiest hour
- 5.5.3.2.4.11 Total calls received after hours
- 5.5.3.2.4.12 Number of messages left on voice mail
- 5.5.3.2.4.13 Trunk group usage reports
- 5.5.3.2.4.14 Number of busy signals in minutes
- 5.5.3.2.4.15 Average line time per call
  
- 5.5.3.2.5 Voicemail capability
- 5.5.3.2.6 Capability to record calls for quality assurance. Callers must be advised that calls are monitored and recorded for quality assurance purposes
- 5.5.3.2.7 Interactive supervisory monitoring devices that continuously monitor call volumes, performance levels and staffing
- 5.5.3.2.8 Capability to route caller based on incoming telephone number
- 5.5.3.2.9 Capability to modify recorded announcements in thirty (30) minutes.

### 5.5.3.3 Data Examination

The Contractor must examine data collected from its phone system as requested by the State and as necessary to perform quality assurance and improvement, fulfill the reporting and monitoring requirements of the Contract, and ensure adequate staffing. Upon State request, the Contractor shall document compliance in these areas.

### 5.5.3.4 Back-Up System

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

#### **5.5.4 Operation Procedures**

- 5.5.4.1 The Contractor must develop operational procedures, manuals, forms, and reports necessary for the efficient operation of the call center.
- 5.5.4.2 The Contractor will notify the State of all legislative or executive level contacts following State defined guidelines.
- 5.5.4.3 The Contractor must develop State approved protocols or scripts for call/contact management and use the State approved scripts for responding to telephone inquiries.

#### **5.5.5 Tracking Requirements**

##### **5.5.5.1 Identifying Information**

The call center shall implement and maintain an automated call/contact management tracking system. Track call/contacts with basic identifying information. The information shall include, but not limited to:

- 5.5.5.1.1 Time and date of call/contact.
- 5.5.5.1.2 Unique number or ID for each recorded call or contact.
- 5.5.5.1.3 Caller name and ID number, if applicable.
- 5.5.5.1.4 Nature and details of the call/contact.
- 5.5.5.1.5 Type of inquiry (e.g., telephone, written, email).
- 5.5.5.1.6 Customer service correspondent name and ID.
- 5.5.5.1.7 Response given by customer service correspondent and the format in which the response was given (e.g., written, telephone, email).
- 5.5.5.1.8 Status of inquiry (e.g., closed, follow-up needed).
- 5.5.5.1.9 Capacity for free form text to describe problems and resolutions.

##### **5.5.5.2 Online Display**

The call center shall allow inquiry and online display of call/contact records by type, original call/contact date, caller's name, caller ID number, customer service correspondent name or ID, or any combination of these data elements.

### **5.5.5.3 Extraction and Reporting**

The Contractor will create State defined extract files that contain summary information on all calls/contacts received during a specified timeframe.

The call center will purge calls/contacts from the call/contact management system, as directed by the State.

The Contractor will generate other reports as required by the State. Reports and data must be available in the format specified by the State with export and import functions.

### **5.5.5.4 After Hours**

The Contractor shall identify for the Department, and include in their policy and procedures manual, an on-call process by which live staff will be available to respond to after-hours phone reservations for transportation services. The after-hours reservation system shall be seamlessly integrated into the daily reservation system and include the ability to offer the member a confirmation for their ride.

The Contractor must also maintain a backup plan for after-hours transportation no shows.

## **5.6 Business Requirements**

### **5.6.1 Staff**

The Contractor must maintain sufficient levels of supervisory and support staff within the state with appropriate training and work experience to perform all contract requirements on an ongoing basis. The Contractor must maintain staff representative of, or consistent with the demographic pattern of the state. The Department shall have the right to require reassignment or removal from this contract of any staff found unacceptable to the Department. Reference 7.2 of the Proposal Submission Requirements.

#### **5.6.1.1 Project Director**

The Contractor shall appoint and maintain, subject to written Department approval, a full time Project Director for this contract. The project director must have sufficient authority for resource control to manage the allocation of resources to meet all RFP requirements without service interruption to Wisconsin Medicaid members. The project director must be located full time on site in Wisconsin for the duration of this contract. Supervisory personnel must be available to Contractor's staff in person or by telephone within a thirty (30) minute response time during all hours of operation.

#### **5.6.1.2 Key Staff**

The Contractor shall hire, or assign, qualified staff to the following positions for purposes of managing the Wisconsin NEMT program for the duration of the contract. Each position is not required to be filled by one individual, but someone in the organization must be designated as Senior Manager for these specific areas. All positions described in this section are to be reflected within the larger organizational chart as requested in Section 7.2.1 of the Proposal Submission Requirements.

- 5.6.1.2.1 Senior Manager of Call Center Operations
- 5.6.1.2.2 Senior Manager of Complaints and Grievances
- 5.6.1.2.3 Senior Manager of Education and Training
- 5.6.1.2.4 Senior Manager of Information Systems

## 5.6.2 Office

The Contractor shall establish a duly licensed, non-residential business office that is located within fifteen (15) miles of the DHS Central Office at One West Wilson Street, Madison, Wisconsin. This office must be open to conduct the general administration functions of the business between the hours of 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday, except on legal state holidays.

All documentation must reflect the Contractor's street address, local and toll-free telephone number. The Project Director of the contract must be located at the central business office.

The Contractor must have the capacity to send and receive facsimiles at the central business office at all times during business hours. The Contractor's central office must be equipped with an adequate high-speed Internet connection. The Contractor must provide a separate administrative telephone number that will enable Department staff to reach the Project Director directly, without going through other office staff. The Contractor must also have the capacity to reproduce documents upon request, at no cost to the Department.

## 5.6.3 Meetings

The Contractor shall be available to meet with Department representatives at the DHS Central Office indicated in Section 5.6.2 at least monthly and upon request by the Department to discuss the NEMT program and to answer pertinent inquiries regarding the program, its implementation and its operation. The Contractor may be required to attend other meetings as requested by Department.

## 5.7 Technological Capabilities

The computer system must be adequate to support all operational and reporting functions under this RFP. Reference Section 7.6 of the Proposal Submission Requirements.

Contractor's computer system must comply with the American Disabilities Act (ADA) development standards for user screens.

### 5.7.1 Computer Systems and Data

The Contractor shall possess and maintain the following computer system and data standards:

- 5.7.1.1 Maintain sufficient computer hardware, software, and Internet capability to support service authorization, trip scheduling/dispatch, provider reimbursement, complaint monitoring, as well as to meet all data capture, data storage and reporting requirements established under this RFP.
- 5.7.1.2 The Contractor shall possess and maintain a claims processing system that assures compliance with all Technical Requirements to assure only

claims for appropriate services provided by authorized providers for eligible members are paid. This system must have appropriate edits and audits to monitor and detect duplicate services, services limitations and coverage and guard against fraudulent billing.

- 5.7.1.3 The Contractor shall possess and maintain a claims processing and payment system that accepts and processes HIPAA 837 electronic claims, CMS 1500 claim forms and proprietary claim forms. Proprietary claim forms must have the minimum data elements necessary to pay the claim and support submission of encounter data for the services provided by the non-traditional providers such as common carriers and volunteers.
- 5.7.1.4 Obtain maintenance contracts with equipment and software suppliers for the duration of the contract. Maintenance contracts must be sufficient to ensure the efficient operation of the system in compliance with this RFP. Software maintenance contracts must include upgrades, enhancements, and bug fixes. The Contractor must maintain adequate licensing agreements for all software used under this contract. Hardware maintenance contracts must include service and replacement or repair for all hardware used under this contract.
- 5.7.1.5 All hardware, software, and firmware products, individually and in combination, shall be compatible with and able to exchange data with the State and the State's Fiscal Agent, including member enrollment data, provider data, encounter data, and other information and/or reports.
- 5.7.1.6 Perform all file and system maintenance functions to the system. The Contractor shall be responsible for providing, at no additional cost to the State, data processing expertise, data processing equipment, programmers and operators, and other related technical support associated with the operation and maintenance of the computer system(s) used under this contract.

## 5.7.2 Security

The system must meet all Federal and State privacy and security requirements including but not limited to:

- 5.7.2.1 Provide user access through role-based security. The application must provide tests for authentication (generally a login process) and role based security, authorization (determines whether a user has the required role to access a resource).
- 5.7.2.2 Provide data protection and recovery plans.
- 5.7.2.3 Ensure unauthorized users do not gain access to records.
- 5.7.2.4 Meet or exceed all applicable Federal and State standards for security and privacy, including but not limited to, HIPAA.
- 5.7.2.5 Provide 24-7 system maintenance and support service for system failures that would prevent a member from getting services.
- 5.7.2.6 Scheduled system maintenance hours occur between midnight and 4:00 a.m. Central Standard Time (DST applies).

- 5.7.2.7 The database shall be backed up on a regular schedule, at least once each day. Back up data must be stored at an off-site location approved by the State.
- 5.7.2.8 The system must be configurable to allow multiple access rights, and security levels based on the user account.
- 5.7.2.9 The system must allow for authentication through username and password.
- 5.7.2.10 The systems may allow for authentication through a shared core service (that also provides authentication for other applications).
- 5.7.2.11 The system must provide secure data transmission (e.g., SSL encryption for communication over the Internet). This includes data transmitted via the internet, email, or other electronic transmission.
- 5.7.2.12 The system shall maintain audit records detailing access to the system and modification of records. Audit records should include (at a minimum) date, time, user, record ID, and action performed.
- 5.7.2.13 Employ user-configurable online and batch audit trail functionality that provides electronic capture and storage of audit trail information related to all data inputs and uploads, changes and modifications, inquiries, authorizations, access requests, archive and retrieval processes, and log files, and make them available for inquiry. This shall include:
  - 5.7.2.13.1 Identification of the date and time of any input, change, and access request, and the date and time the change is to become effective.
  - 5.7.2.13.2 Identification of User IDs of any individuals accessing, inquiring, making, or approving any changes to the proposed solution.
  - 5.7.2.13.3 Identification of the changed data by element name.
  - 5.7.2.13.4 Identification of changed data, both before and after the change; Identification of edits encountered and their outcomes for all proposed solution processes.
  - 5.7.2.13.5 Documented reasons for inputs, changes, inquiries, access requests, and other functions (when applicable), including standard codes and free form text fields.
  - 5.7.2.13.6 Online real-time querying, retrieving, and report generation of all audit trail and audit history information by authorized users.
  - 5.7.2.13.7 Online real-time viewing and printing of all audit trail and audit history information by authorized users.

### 5.7.3 Software

The reservation/scheduling/NEMT software used by the Contractor must have the following capabilities.

- 5.7.3.1 Maintaining or interfacing with a database of transportation providers with which the Contractor has service agreements, including reimbursement and other Information needed to determine trip assignments.
- 5.7.3.2 Automatic address validations, distance calculations and trip pricing, if applicable.
- 5.7.3.3 Standing order subscription trip and random trip reservation capability.
- 5.7.3.4 Ability to determine if public transportation or other fixed route services are available to the members.
- 5.7.3.5 Ability to determine if federally funded or volunteer transportation is available to the members.
- 5.7.3.6 Ability to capture all data elements required by the electronic member worksheet.
- 5.7.3.7 Must be currently commercially available, or if proprietary or a modified commercial product, currently operational in at least one site and available for demonstration to the State.

#### **5.7.4 Database**

The Contractor shall establish and maintain a member and provider database.

##### **5.7.4.1 Members**

The member database shall be capable of maintaining such information as basic demographic information, Medicaid eligibility and special transportation needs. The member database shall include, but is not limited to:

- 5.7.4.1.1 Member name.
- 5.7.4.1.2 Member ID.
- 5.7.4.1.3 Member address.
- 5.7.4.1.4 Member sex & date of birth.
- 5.7.4.1.5 Contact information (e.g., telephone, email).
- 5.7.4.1.6 Program eligibility information.
- 5.7.4.1.7 Third party liability information.
- 5.7.4.1.8 Special needs (i.e., medical condition, language).
- 5.7.4.1.9 Required or preferred mode of transportation (e.g., wheelchair, cot/stretchers).
- 5.7.4.1.10 Notes (e.g., abusive behavior, complaint history, no-show).

### 5.7.4.2 Providers

The Contractor shall establish and maintain an electronic network provider database sufficient to meet the needs of the transportation program. The State will provide the Contractor with a file of Medicaid certified SMV and ambulance providers in a format and specifications of the file to be determined.

The Contractor will be responsible for loading this provider data into the system and utilizing the data when scheduling and dispatching transportation. In addition, the Contractor is responsible for obtaining and maintaining data for all non-Medicaid certified providers (e.g., common carriers, public transportation, and volunteer drivers). The network provider database shall include, but is not limited to the following:

- 5.7.4.2.1 Provider ID (assigned by Wisconsin Medicaid, SMV providers) and NPI (for ambulance providers). The Contractor will be required to maintain the provider ID and NPI for identification purposes. In addition, the Contractor must assign a unique provider ID for non-Medicaid certified providers including volunteers and common carriers. The format of the ID must be such as to not cause duplicates of the Medicaid assigned ID, NPI or ID assigned by the Contractor. Measures must be put in place to ensure no duplicate provider are assigned or reused.
- 5.7.4.2.2 Provider demographic information (i.e., name, address, phone);
- 5.7.4.2.3 Effective and end dates of contract period and/or Medicaid certification dates;
- 5.7.4.2.4 Vehicle information (for SMV, provided by the State);
- 5.7.4.2.5 Driver information (for SMV, provided by the State); and
- 5.7.4.2.6 Other information that may be necessary to support transportation operations and reporting.

### 5.7.4.3 Encounter Data

The Contractor shall submit encounter data to the State for all NEMT service provided on behalf of a member. The encounter data must be created from paid claims data and other data created or maintained by the Contractor on services, providers and members. The Contractor shall establish quality control procedures and edits to allow for the detection and correction of errors prior to submission of encounter data to the State.

#### 5.7.4.3.1 Submissions and Format

The Contractor shall electronically transmit monthly encounter data to the State and/or Fiscal Agent. The data elements on the encounter record will be based on the Centers for Medicare and Medicaid Services (CMS) 1500 claim form data elements. Other data elements may be specified by the State such as information pertaining to the trip (trip log data) and network provider information, including reimbursement amounts.

The encounter data shall be provided monthly to the State within ten (10) business days after the close of the month using SFTP – Secure File Transfer Protocol and in a format

specified by the State. The content and layout of these files are subject to change to accommodate the needs of the State. The Contractor shall be required to update subsequent versions of the encounter data format, at no additional cost.

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

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

The Contractor must use State-defined standardized naming conventions for encounter data submissions. Files must be compressed using a standard zip program (e.g., WinZip, Kip).

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

### **5.7.5 Web Site**

The Contractor shall provide and maintain an Internet website for Wisconsin's Medicaid members and the network transportation providers to access information pertaining to Wisconsin's NEMT services. Contractor will continually update this website to add increased functionality.

Over time, the state would like the Contractor to move towards a statewide web-based automated transportation reservation system. The Department will retain ownership of the web URL address at all times.

The website design and content must be presented in a user friendly, intuitive manner and provide for the information and content to be viewed and/or downloadable. The Contractor shall update the website as needed to reflect changes and revisions in the NEMT services program. Updates to the website must be applied within three (3) business days of receipt of State approved content changes. Any non-availability of the website must be addressed within one (1) hour of discovery.

The Contractor shall submit any website content specific to Wisconsin's NEMT program to the State for review and acceptance prior to posting the information on the website.

#### **5.7.5.1 Transportation Manager Content**

The website shall provide, at a minimum, the following information about the Transportation Manager:

- 5.7.5.1.1 Central business office address, phone, and fax number;
- 5.7.5.1.2 Directions to the Contractor's central business office and office hours;
- 5.7.5.1.3 Information for Transportation Providers;
- 5.7.5.1.4 Frequently asked questions (FAQ);

- 5.7.5.1.5 NEMT policies, procedures & manuals;
- 5.7.5.1.6 Transportation provider meeting/training dates, time, and locations;
- 5.7.5.1.7 Sample reporting requirements, instructions, and templates as applicable
- 5.7.5.1.8 Transportation Provider education and training plan updates.

### **5.7.5.2 Member Content**

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

- 5.7.5.2.1 Call Center contact information, including information for after hours assistance;
- 5.7.5.2.2 Description of transportation services available and how to access them;
- 5.7.5.2.3 How to file a complaint or Grievance;
- 5.7.5.2.4 Member responsibilities;
- 5.7.5.2.5 Member conduct;
- 5.7.5.2.6 Links to other web sites as determined by the State;
- 5.7.5.2.7 Frequently asked questions (FAQ), including definitions.

### **5.7.6 Disaster Recovery**

The Contractor must develop and maintain a disaster recovery plan designed to minimize any disruption to transportation services. It is the sole responsibility of the Contractor to maintain adequate backup to ensure continued scheduling and transportation capability.

#### **5.7.6.1 Minimum Components**

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

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

The Proposal must include an initial Disaster Recovery Plan, in accordance with Section 7.6.4. A final disaster recovery plan must be submitted to the State for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by the State must be incorporated by the Contractor within ten (10) calendar days of notification. In no case will a Contractor be allowed to begin operations without an approved disaster recovery plan. The Contractor must update on an annual basis and submit a complete revised plan within fifteen (15) working days following the end of the contract year. In addition, the Contractor must complete interim updates within ten (10) working days of change in procedures.

### **5.7.7 Archiving**

All records shall be maintained and available for review by authorized federal and state personnel during the entire term of the contract and for a period of three (3) years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

## **5.8 Implementation**

### **5.8.1 Start Up Plan**

The Proposal must include an initial Start-Up Plan in accordance with Section 7.3.5. Upon contract execution, the Contractor must prepare and submit a formal Implementation Plan that includes all the activities required to begin operations successfully under this contract. The Implementation Plan must be sufficiently detailed to enable the State to be satisfied that the work is to be performed in a logical sequence, in a timely manner, and with an efficient use of resources. Each activity listed in the work plan must include a description of the task, a scheduled start date, and a scheduled completion date.

#### **5.8.1.1 Start Up Activities**

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

- 5.8.1.1.1 Acquisition of office space, furniture, and telecommunications and computer equipment for central office and call center location.
- 5.8.1.1.2 Hiring and training of central office service staff.
- 5.8.1.1.3 Hiring and training of call center staff.
- 5.8.1.1.4 Staff training plan and installation calendar for the trip scheduling and reservations systems.
- 5.8.1.1.5 Recruitment of transportation providers, current and new.
- 5.8.1.1.6 Completion of all transportation service agreements.
- 5.8.1.1.7 Provider education.
- 5.8.1.1.8 Verification that transportation provider vehicles meet RFP standards.

- 5.8.1.1.9 Verification that drivers and attendants meet RFP standards.
- 5.8.1.1.10 Operational readiness testing to ensure systems and processes adequately meet RFP standards.
- 5.8.1.1.11 Member education.
- 5.8.1.1.12 Development of required deliverables, including reports, operational procedures manual, encounter data submission procedures, quality assurance plan, and disaster recovery plan.
- 5.8.1.1.13 Handling member calls with questions resulting from sending member communication out prior to implementation.
- 5.8.1.1.14 Handling questions and providing assistance to providers resulting from trainings and education prior to implementation.

A preliminary Implementation Plan and schedule must be submitted with the proposal see Section 7.3.5 of Proposal Submission Requirements. The Contractor must submit for State approval a final Implementation Plan within fifteen (15) working days of contract execution.

## 5.8.2 Readiness Testing

The Contractor shall meet with the State as needed but, at a minimum weekly, during the Implementation Phase of the contract to inform the State of the Contractor's progress to provide a seamless transition to the Contractor's assumption of the day to day operations of the NEMT Management Services. The Contractor shall develop and submit a written status report to the State one (1) business day prior to the meeting. The Broker shall also record and distribute the minutes of each status meeting to each status meeting attendee.

The Contractor shall ensure the Internet site has been developed and populated with the required information and available to the public prior to the start of education, trainings and communication to members and/or providers.

Ten (10) business days prior to the start of full execution, the Contractor will be required to pass an operational readiness-testing program. (Representatives from the Department may visit the Contractor's facilities and determine whether all systems are operational and ready for full-time service.)

### 5.8.2.1 Operational Test

During the test, the Contractor will ensure that:

- 5.8.2.1.1 Telephone systems are fully operational.
- 5.8.2.1.2 Computer system is fully operational.
- 5.8.2.1.3 Staffing is in compliance with the RFP and Contractor's proposal.
- 5.8.2.1.4 All deliverables required in the RFP are available for review and approval.

- 5.8.2.1.5 Transportation provider network is sufficient to meet the requirements of this RFP.

### **5.8.2.2 Readiness Demonstration**

The Contractor will be required to demonstrate readiness of the following systems and processes:

- 5.8.2.2.1 Central Office operations including telephone and computer systems
- 5.8.2.2.2 Member NEMT authorization process
- 5.8.2.2.3 Scheduling and carrier trip notification procedures
- 5.8.2.2.4 After-hours coverage arrangements
- 5.8.2.2.5 Service delivery protocols
- 5.8.2.2.6 Denial process
- 5.8.2.2.7 Quality assurance
- 5.8.2.2.8 Grievance process
- 5.8.2.2.9 Model service agreements
- 5.8.2.2.10 Encounter data submission procedure
- 5.8.2.2.11 Reporting procedures
- 5.8.2.2.12 Successful use of options available for member eligibility verification
- 5.8.2.2.13 Demonstrate the ability to accept, load, and utilize the provider file
- 5.8.2.2.14 Any other items or functions as deemed necessary by the Department

## **5.9 Turnover Phase**

Prior to the conclusion or non-renewal of the contract, or in the event of a termination for any reason, the Contractor shall provide assistance in turning over the Contractor functions to the Department or its agent, as specified below.

### **5.9.1 Turnover Plan**

The Proposal must include a preliminary Turnover Plan in accordance with Section 7.7.1. No later than six (6) months after the contract is awarded, or upon a date approved by the Department, the Contractor shall provide a formal Turnover Plan to the Department for approval. The objectives of the Turnover Plan are to minimize disruption of services provided to the Department and to provide for an orderly and controlled turnover of the Contractor's responsibilities to a successor at the conclusion of the contract period or for any other reason the Contractor cannot complete the responsibilities of the contract. Thereafter, an updated Turnover Plan will be due to the Department within six (6) months

prior to the conclusion of the contract and additionally as may be requested by the Department. The plan shall include, but is not limited to:

- 5.9.1.1 Proposed approach to transition, in paragraph form, along with a work plan, including the tasks and time line schedule for the turnover.
- 5.9.1.2 An estimate of the number of full-time equivalents (FTEs) and type personnel needed to operate all functions of the turnover plan.
- 5.9.1.3 A statement of all resources currently required to operate the Contractor functions, including, but not limited to:
  - 5.9.1.3.1 Data processing equipment.
  - 5.9.1.3.2 Reservation/scheduling software.
  - 5.9.1.3.3 System and special software (database and telecommunications).
  - 5.9.1.3.4 Other equipment.
  - 5.9.1.3.5 Office space.

## 5.9.2 Resource Assurance

The statement of resource requirements shall be based on the Contractor's experience in the operation of the Contractor functions and shall include actual Contractor resources devoted to the operation of all tasks required by this RFP.

- 5.9.2.1 Proposed approach to ensure transportation services will be maintained throughout the transition process to avoid any disruption in member services.
- 5.9.2.2 Data conversion requirements and transfer of data to the Department or a new contractor.

## 5.9.3 Resource Turnover

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

- 5.9.3.1 Recruiting and negotiating with transportation providers.
- 5.9.3.2 Payment administration.
- 5.9.3.3 Reservations and trip assignments.
- 5.9.3.4 Quality assurance.
- 5.9.3.5 Administrative oversight/reporting.
- 5.9.3.6 Submit to the Department any inventory of training manuals, operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/Contract activity.

- 5.9.3.7 Upon request by the Department, the Contractor will begin training the staff of the Department or its designated agent in the required Contractor operations. Such training must be completed at least one month prior to the end of the contract or on a date specified by the Department.
- 5.9.3.8 Upon request by the Department, the Contractor will begin training the staff of the Department or its designated agent in the required Contractor operations. Such training must be completed at least one month prior to the end of the contract or on a date specified by the Department.
- 5.9.3.9 Release and transfer the toll-free telephone number(s) to the Department or a successor contractor.
- 5.9.3.10 Follow specific instructions from the State regarding boxing, labeling, and shipment of all records utilized under this contract.
- 5.9.3.11 Assist the State with obtaining appropriate software license which may include providing the State with permission to utilize Contractor's software until a new Contractor can be selected and become operational.

## 5.10 Quality Standards

### 5.10.1 Quality Assurance Plan

The Contractor must develop and maintain an ongoing quality assurance plan to support the provision of high-quality transportation services to Wisconsin Medicaid members. An initial quality assurance plan must be submitted with this RFP, reference Section 7.8 of the Proposal Submission Requirements. A final plan must be submitted to the Department for review and approval at least thirty (30) working days prior to the start of operations. The Contractor must incorporate any modifications, which the Department requires, within ten (10) working days of notification. In no case will a Contractor be allowed to begin operations without an approved quality assurance plan. Thereafter, the quality assurance plan must be reviewed at least annually and any revisions must be submitted to the Department for review and approval at least thirty (30) days prior to implementation.

At a minimum, the quality assurance plan must include the following elements:

- 5.10.1.1 Key indicators of quality related to scheduling and delivery of transportation services;
- 5.10.1.2 A description of how the Contractor plans to monitor these key indicators;
- 5.10.1.3 A description of how the Contractor will develop, implement, and evaluate corrective actions or modifications to overall operations as necessary to address quality concerns;
- 5.10.1.4 A description of how the Contractor will monitor the quality of the transportation providers;
- 5.10.1.5 A description of the staffing resources responsible for the quality assurance plan and quality assurance activities.
- 5.10.1.6 Samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them.

### **5.10.2 Department Quality Monitoring**

The Department reserves the right to conduct a review of Contractor's records or to conduct an on-site review at any time to ensure compliance with these requirements.

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

The Department staff or their official agent may ride on trips to monitor service. All of the transportation provider's vehicles must be made available to the Department or its agent(s) for inspection at any time.

The Department staff or its official agent will review reports of complaints from members, providers, or any individual or group who contact the Contractor regarding the delivery of services under this contract.

## **5.11 Reports**

The Contractor must provide reports and summaries as specified by the Department. The Contractor must provide reports by the timeframe and frequency prescribed by the State. Reports shall include all data as specified in this RFP. Reports include, but are not limited to, those listed in the RFP and any additional reports, as the Department deems necessary.

The Contractor shall work with the Department during implementation to determine the design and frequency of reports which may include the following:

### **5.11.1 Provider and Driver Reports**

The Contractor shall provide the Department, on hard copy and electronic format, a listing of entities providing transportation services on behalf of the Contractor and a roster of all drivers before the start of operations. Drivers must be listed separately for each transportation provider. The roster shall indicate, at a minimum, the driver's name, Wisconsin driver's license number, and social security number. The carrier listing and driver roster shall be updated to reflect additions and deletions in carriers and personnel, and delivered to the Department each calendar quarter. This roster is due by the 30th calendar day of the month following the end of the reporting quarter.

### **5.11.2 Accident and Moving Violation Report**

The Contractor shall notify the Department or its agent immediately of any accident resulting in driver or passenger injury or fatality while delivering services under this contract. The Contractor shall file a written accident report with the Department within seventy-two (72) hours of the accident and within twenty-four (24) hours if the accident involved an injury. The Contractor will cooperate with the Department during any ensuing investigation. A police report is also required as supporting documentation. The Contractor shall notify the Department immediately of any moving violations that occur while delivering services under this contract. The Contractor must provide a copy of the police report within ten (10) working days of the moving violation.

The Contractor shall maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident. Police reports associated with moving violations must be maintained in the file of the responsible driver.

### 5.11.3 Vehicle Reports

The Contractor shall provide the Department with a listing of all vehicles (excluding public transportation, ambulance, and volunteers) placed in service for the performance of obligations under this contract before the start of operations. The list shall include for each vehicle:

- 5.11.3.1 Name of transportation provider.
- 5.11.3.2 Address of transportation provider.
- 5.11.3.3 County code of transportation provider.
- 5.11.3.4 Manufacturer and model.
- 5.11.3.5 Model year.
- 5.11.3.6 Vehicle Identification Number.
- 5.11.3.7 Plate number; fleet number, if assigned.
- 5.11.3.8 Type of vehicle (car, minivan, wheelchair van or non-emergency ambulance).
- 5.11.3.9 HSV registration current YES/NO.
- 5.11.3.10 Proof of insurance.

The roster shall be updated to reflect vehicle additions and deletions, and delivered to the Department each calendar quarter. This roster is due by the 30th calendar day of each month.

### 5.11.4 Complaint Summary Report

The Contractor must compile and analyze complaints on file on a monthly basis. A written summary must be sent to the Department by the 30th calendar day of the month following the month of activity, including the number of complaints by type and brief description plus details of corrective actions taken.

### 5.11.5 Telecommunications System Reports

The Contractor must provide reports (elements and frequency to be determined by the Department) produced by the telephone system used in scheduling appointments to the Department or its agent.

### 5.11.6 Annual Fiscal Audit Report

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

## 6 COST PROPOSAL

### 6.1 General Preparation Instructions

The Cost Proposal must be completed and submitted using the forms in Appendix A. The forms must be completed in their entirety and submitted in a separate envelope from the Technical Proposal as directed in Section 2.0.

The Cost Proposals will be scored using a standard quantitative calculation with the most points awarded to the proposal with the lowest cost.

A formula would be as follows:

$$\frac{\text{Lowest Bid}}{\text{(constant) Other Proposer's Bid}} \times \text{Maximum evaluation points given to cost} = \text{Score}$$

Cost proposals must be completed and submitted using the forms in Appendix A; Section I, PROPOSED MONTHLY CAPITATED COST OF NEMT MANAGEMENT SERVICES, Appendix A; Section II: TOTAL COSTS.

### 6.2 Proposed Monthly Capitation Rate

The Proposer must provide a capitated rate for each population listed on Appendix A. The cost calculation must include an all-inclusive proposal for all costs associated with this contract, and all costs to perform the requirements enumerated in the RFP.

The cost included in Appendix A, Section 2, Box 2, Column B, is the amount on which the cost proposal will be scored as referenced in Section 3.2.

Proposers are cautioned to note the following:

- A.) The amounts in Appendix A, Section I, Box I, Column C will become a fixed monthly capitated rate for each respective population for the initial three-year contract term. Thereafter, the rates may be negotiated at the beginning of each renewal period.
- B.) No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses may be proposed or charged to the ensuing contract. Cost Proposal must be inclusive of all costs associated with performance of contract requirements and fulfillment of contract deliverables.

### 6.3 Population Information

Addenda posted with this RFP provide data on expenditures and members as of November 2009 detailing services used, separated by county and tribes. The information is provided for reference only and is an estimate.

#### 6.3.1 Addendum 1: Estimate of Common Carrier Expenditures

#### 6.3.2 Addendum 2: Specific Member Populations

- 6.3.2.1 Provides a detailed estimate for the Elderly, Blind, Disabled /Foster Children by breaking that population into three individual groups. This level of detail is provided for information purposes only and is there to

assist the Proposer in understanding the current estimated populations and current estimated costs.

### **6.3.3 Addendum 3: Other Populations**

- 6.3.3.1 Provides information regarding other populations within the Wisconsin Medicaid program **NOT** currently included in this RFP as referenced in Section 1.2.1. This information is included for informational purposes only and is not in any way a guarantee of additional populations to be included in the contract resulting from this RFP but provides an estimate of current expenditures in these areas.

### **6.3.4 Additional Projections**

In addition to the information provided, it is projected that as a result of Family Care expansion throughout the state, enrollment numbers for Elderly, Blind, Disabled /Foster Children group included in the initiative will decrease by approximately 7% in both calendar years 2011 and 2012, and further decrease by approximately 2-3% in 2013-2015.

This estimated population information is included for reference only and is not in any way a guarantee of future population numbers in these areas.

## **6.4 Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for six (6) months starting on the due date for proposal submission.

## 7 TECHNICAL PROPOSAL RESPONSE REQUIREMENTS

Listed below are the technical proposal response requirements. The section(s) referenced at the end of each requirement provide detail concerning the required and/or desired objectives, work requirements and standards to meet the needs of this program. This detail represents the minimum level of service requirements and objectives sought in this procurement. Many of the sections in this RFP are inter-related and may contain overlapping information. Proposers should incorporate the goals, objectives, work requirements and standards stated throughout this RFP into their proposal.

Proposers must respond to each of the Section 7 requirements with a descriptive narrative, appropriately labeled in accordance with the numbering scheme below, that includes methodology to the level of detail deemed appropriate by the proposer(s).

### 7.1 Experience

- 7.1.1 Proposers must describe in detail their experience and demonstrated abilities to administer and operate a statewide Medicaid non-emergency medical transportation management system similar in size and scope to this RFP's requirements. Reference Section 1.1.1. and 5.
- 7.1.2 Proposers must describe in detail their experience and demonstrated abilities working as an NEMT Manager for state and or federal Medicaid transportation programs. Proposers must include in this description the number of years, the number of Medicaid members served and how their experience working with other state and federal Medicaid Transportation programs, relates to Proposer's ability to meet the requirements of this RFP. Reference Section 1.1.1. and 5.
- 7.1.3 Proposers must describe in detail their experience and demonstrated abilities as a NEMT Manager in the recruitment, management, and retention of a statewide NEMT provider network. Proposers must include in this description the number of years, the number of providers, number of Medicaid members served and how their experience in the recruitment, management and retention of transportation providers relates to their ability to meet the provider network requirements in this RFP. Reference Sections 1.1.1. and 5.
- 7.1.4 Proposer must describe in detail their experience as a NEMT Manager in providing telephone and face-to-face NEMT Services to the following populations
- Individuals who are low-income
  - Individuals in racially and culturally diverse groups
  - Individuals who are frail, elderly or disabled
  - Individuals with limited English proficiency
- Proposer must include in their description the number of years, the number of individuals served in the populations above, and how their experience meets the NEMT Service requirements in this RFP. Reference Sections 1.1.1 and 5.
- 7.1.5 Proposers must describe in detail their experience and demonstrated abilities as a NEMT Manager for Medicaid transportation services in very diverse geographic locations that must include urban, suburban, rural and remote rural. Reference Section 1.1.1, 4.1.1, and 5.

- 7.1.6 Proposer must describe in detail their experience and demonstrated abilities working as a NEMT Manager and their relationships with members, counties, health care providers, provider associations, community-based organizations, and consumer representatives. Proposer must include in this description the number of years, the number of associations/organizations, and how their experience with these groups meets the requirements of this RFP. Reference Section 5.2 and 5.3.
- 7.1.7 Proposer must describe in detail their experience and demonstrated abilities as a NEMT Manager and their processes for reimbursing network providers for transportation services. Proposers must include in their description their procedures for the electronic processing of claims and how their procedure meets the claim processing requirements of this RFP. Reference Section 5.4.
- 7.1.8 Proposer must demonstrate their experience and demonstrated abilities as a NEMT Manager for implementing and operating a multi-lingual Call Center. Proposer must include in this description the type of the Call Center technology used, and how this experience and technology relates to their ability to meet the Call Center requirements in this RFP. Reference Section 5.5.
- 7.1.9 Proposer must describe in detail their experience and demonstrated abilities for establishing, maintaining, and enhancing a NEMT Services database. Proposers must include the number of years, the size of the database and how their experience meets the database requirements of this RFP. Reference Section 5.3 and 5.7.
- 7.1.10 Proposer must describe in detail their technical expertise working as a NEMT Manager developing, implementing, integrating, and maintaining NEMT Services information systems and how their experience relates to meeting the information system requirements of this RFP. Reference Section 5.7.
- 7.1.11 Proposers must describe their experience and demonstrated abilities for the implementation and establishment of a statewide NEMT Management system. Reference Section 5.8.
- 7.1.12 Proposer must describe their experience monitoring the transportation network providers, establishing and enforcing accountability standards and performance, and assuring providers adhere to the requirements of an RFP on an ongoing basis. Proposer must describe how they will improve this for the state of Wisconsin. Reference 5.1 and 5.10.

## 7.2 Organization & Staffing

- 7.2.1 Proposer must describe their organizational structure and their ability to provide and sustain the business requirements needed to maintain the integrity of the contracted services and the requirements enumerated in this RFP. This description should include, but not limited to,
- Proposed organizational chart
  - Key position descriptions
  - Customer Service Structure
  - Day-to-Day Wisconsin NEMT Management Services Operations.

- 7.2.2 Proposer must describe how they will ensure a member is provided service from start to finish. Proposer must include sample scripts that will be used by call center reps, how they plan to verify eligibility, in addition to how they will minimize wait times and ride times, and handle urgent calls. Reference Section 5.2.
- 7.2.3 Proposer must describe their experience training staff. The Proposer must include how they will ensure that assigned staff has the knowledge and tools necessary to assess transportation needs, verify eligibility, and authorize, schedule and dispatch non-emergency medical transportation for Medicaid participants. Reference Section 5.
- 7.2.4 Proposer must describe the role and qualifications for all key staff members. Proposer must include a brief resume (no more than four pages for each resume) for these key staff members. If the position is not filled, the Proposer must include a position narrative including qualifications needed. Reference Section 5.4.5.3 and 5.6.
- 7.2.5 The Proposer must describe the organizational structure of the call center to be used for this contract including the geographic location of the call center (i.e., city and state name). Reference Section 5.5.

### **7.3 Administration and Operations**

- 7.3.1 Proposer must describe how they plan to ensure transportation providers are provided the training to meet the requirements of this RFP and the contract. Proposer must include an initial training plan and at a minimum you must include the requirements listed in Section 5.1.9.1.
- 7.3.2 The success of a management initiative is dependent on the Proposer forging collaborative relationships with the counties and tribes that currently administer common carrier transportation. Counties and tribes have extensive volunteer networks and relationships with common carrier providers in their local communities. Some regions also have some form of transportation management on a local level already in place. Proposer must describe how they plan to collaborate with counties, tribes, and other local entities to ensure the success of the transition and ongoing management of common carrier services. Reference Section 5.3.
- 7.3.3 Proposer must describe their plans and experience in informing and educating members, counties, health care providers, provider associations, community-based organizations, and consumer representatives about their services. The Proposer must provide samples of materials used from similar contracts. The Proposer's plan should include information on outreach and educational marketing and culturally sensitive materials produced in English, Spanish and Hmong and other languages where the language is used by at least five percent of the population in the service region and written at a sixth grade reading level. Reference Section 5.3
- 7.3.4 Proposer must describe how they plan to ensure Medicaid participants have access to a live person "on-call" after business hours to handle urgent situations. Reference Section 5.2 and 5.5.
- 7.3.5 Proposer must describe their preliminary implementation plan/transition plan and how their experience meets the requirements of this RFP. Reference Section 5.8 and Appendix B.

## 7.4 Customer Service

- 7.4.1 Proposer must describe how they will ensure the customer service system will accommodate the addition of WI's eligible Medicaid participants. Reference Section 5.
- 7.4.2 Proposer must describe their process for denying services and applying the rules pertaining to Medicaid non-emergency medical transportation services as they relate to denying a service authorization or authorizing a service in an amount, duration or scope that is less than requested. Reference Section 5.2.
- 7.4.3 Proposer must describe their complaint resolution and tracking process. Proposer must include how they plan to receive, resolve, and ensure the complaints are tracked and reported as required in this RFP. Reference Section 5.4.5.
- 7.4.4 Proposer must describe how they plan to analyze complaints and ensure the information is utilized to improve business practices. Reference Section 5.2, 5.4 and 5.10.

## 7.5 Provider Network

- 7.5.1 Proposer must describe how they plan to ensure vehicles used by transportation network providers meet, at a minimum, the vehicle requirements in this RFP. Reference Section 5.1.
- 7.5.2 Proposer must include their initial Master Service Agreement and describe how they will meet, at a minimum the provider network requirements of this RFP. Reference Section 5.1 and 5.4.

## 7.6 Technological Capabilities

- 7.6.1 Proposer must describe how they will implement and maintain the electronic systems and data security systems necessary to comply with the requirements of the RFP. Reference Section 5.7.
- 7.6.2 Proposer must describe their data tracking and utilization information system, specifically, the capacity and capability to capture, store and manage data, facilitate data analysis, and generate reports, which meet the requirements of this RFP. Reference Section 5.7.
- 7.6.3 Proposer must describe how they will develop and maintain a website as described in the requirements of this RFP. Reference Section 5.7.
- 7.6.4 Proposer must describe how they will implement and maintain a disaster recovery plan and how this plan relates to meeting the requirements of this RFP. Proposer must include information on how data will remain safe and accessible. Reference Section 5.7.6.

## 7.7 Turnover

- 7.7.1 Proposer must describe how they plan to implement a successful turnover plan as prescribed in this RFP and how this plan meets the requirements of this RFP and the ensuing contract. Reference Section 5.9.

## 7.8 Quality Assurances

- 7.8.1 Proposer must describe their plan to implement and maintain a quality assurance process that ensures they meet the requirements of the RFP. Referenced in Section 5.10.
- 7.8.2 Proposer must describe how they plan to utilize quality assurance information to facilitate any changes necessary to improve services required of this RFP and ensuing contract. Reference Section 5.10.

## 7.9 Reports

- 7.9.1 Proposer must submit the following five (5) sample reports related to NEMT management that will demonstrate their ability to ensure they comply with the reporting requirements of the RFP. Reference Section 5.11.
- Provider & Driver Report
  - Accident & Moving Violation Report
  - Vehicle Report
  - Complaint Summary Report
  - Telecommunications System Report

## 7.10 Creative Solutions

- 7.10.1 The Department is interested in creative solutions that leverage technology to improve NEMT quality and efficiencies. Examples of this include, but need not be limited to:
- An online Reservation System.
  - A website that facilitates creating NEMT reservations by members, health care providers and other partners that assist members with setting up NEMT services.
  - An improved management reporting and support decision making process for the data warehouse.
  - Describe as the NEMT Manager you would leverage technology to improve NEMT quality and efficiencies.
- 7.10.2 The Department is interested in Proposals committed to creating jobs within the State of Wisconsin.
- Describe how your organization would create new job opportunities for State of Wisconsin residents, including efforts to create opportunities for minority businesses (See Section 9.4), as part of an NEMT contract.
- 7.10.3 NEMT fraud impacts quality of service to members and increases costs to Wisconsin taxpayers.

Describe any creative solutions or approaches your company intends to leverage to help identify and minimize NEMT fraud. Examples may include:

- Verification of member appointment;
- Verification of trip mileage;
- Member identification and verification of eligibility.

7.10.4 The Department is interested in Proposals demonstrating innovative strategies to help reduce NEMT costs, without adversely affecting quality of service. Examples might include, but need not be limited to, providing gas vouchers and parking payments for members and make greater use of public transportation.

Describe any innovative strategies your company can offer to reduce NEMT costs without negatively affecting quality of service.

7.10.5 Describe your strategies to improve the quality of Wisconsin's NEMT provider network, such as recruitment, screening, training, monitoring, or other strategies.

## 8 FINANCIAL SOLVENCY PACKAGE

Proposer responding to this RFP must be able to substantiate their financial stability.

Current audited financial statements, including the Income Statement, Balance Sheet, Statement of Change in Financial Position, notes thereto and the Auditor's Opinion thereon, for the most recent of the organization's three (3) fiscal years must be submitted with each response. For each year for which audited financial statements are provided a copy of the management letter issued by the audit firm or verification from the audit firm that no such letter was issued shall also be submitted with each response. The State may request reports on financial stability from independent financial rating services to substantiate stability. Proposers must include their organization's name on each page submitted.

This financial information must be submitted for the entity submitting the proposal. If the entity submitting the proposal is part of a larger organization, the annual financial statement of the larger organization must also be submitted with clear explanation of the financial connections between the entity submitting the proposal and the larger organization.

The information will be kept confidential to the extent allowed under s.19.36(5), Wis. Stats, [defines which information qualifies as a trade secret] or the Wisconsin Open Records law.

The Financial Solvency Package will **NOT** be provided to or reviewed by the evaluation committee. Rather the Department will use subject matter experts from its Bureau of Fiscal Services, or other resources as necessary, to review and assess the information.

Results of this review and assessment may be used to inform the Department's decision in issuing a letter of intent to award as described in Section 3.5.

## 9 SPECIAL CONTRACT TERMS AND CONDITIONS

### 9.1 Liquidated Damages

The contractor acknowledges that damages will be incurred by the agency if project is not implemented timely. Therefore, liquidated damages, in an amount up to \$150,000.00 per working day, not to exceed one-half of the total of the contract, for every day past the negotiated implementation date may be imposed. The contractor agrees that the agency shall have the right to liquidate such damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

## **9.2 Performance Bonds**

The Proposer must, within thirty days following the execution of a contract, provide the Department with a Payment and Performance Bond. The bond shall be for \$1,500,000 and be provided by an insurer authorized to contract surety in the State of Wisconsin. The bond shall include a Dual Obligee Rider, approved by the Department as to form and substance, naming the State of Wisconsin as Dual Obligee along with the resultant contractors. The bond shall remain in effect for the duration of the resultant contracts and any extensions to the resultant contracts or until all of the work to be performed under the contracts has been fully completed to the satisfaction of the Department and the resultant contractors have provided written documentation to the Department that all subcontractors have been paid in full, whichever is latter.

## **9.3 Insurance Requirements**

All vehicles within the network shall have a minimum insurance coverage as specified in Wisconsin statutes and in the State's Medicaid Handbook for personal injury and property damage per occurrence for vehicles at all times during the contract period.

The Proposer shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the contract.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Contract execution is contingent upon the selected Contractor obtaining all insurance required under this provision and furnishing a certificate or other form showing proof of current coverage naming the State of Wisconsin, the Department of Health Services, and their officers and employees as additional insured. This verbiage must also be in the "Description of Operations" on the Certificate of Insurance. The Certificate shall provide that the insurance company will give a thirty (30) day written notice to the Department if the insurance is cancelled or materially changed. After work commences, the Proposer will keep in force all required insurance, at the Proposer's expense, until the Contract is terminated.

The selected Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Wisconsin, as evidence that the Proposer has in effect a current Wisconsin workers' compensation insurance policy, or an extraterritorial certificate approved by the Wisconsin Office of the Commissioner of Insurance from a state that has a current reciprocity agreement with the Commissioner of Insurance. The State reserves the right to have the original certificate provided upon request. If the original document is requested, a contract will not be executed until it is received.

## **9.4 Prime Contractor and Minority Business Subcontractors**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Proposer must clearly explain their participation.

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor shall furnish appropriate quarterly information about its effort to achieve this goal, including the identities of such enterprises certified by the Wisconsin Department of Commerce and their contract amount.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608-267-7806.

The listing is published on the Internet at: <http://www.doa.state.wi.us/index.asp?locid=2>

## **9.5 Payment Provisions**

The Contractor will be paid a per member per month amount based on the rate quoted and/or negotiated with the vendor times the number of eligible members at a point in time for each of the populations in the previous month.

## **9.6 Executed Contract to Constitute Entire Agreement**

In the event of a contract award, the contents of this RFP (including all attachments), Questions and Answers as posted, RFP addenda and revisions, and the proposal of the successful Proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for contract documents will be used if there are conflicts or disputes.

Official Purchase Orders  
Vendor's Proposal Dated xx/xx/xx (Due date)  
State Request for Proposal Dated xx/xx/xx (Issue date)

## **10 STANDARD AND SUPPLEMENTAL TERMS & CONDITIONS**

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP, Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) for Procurements for Services. Failure of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

### **10.1 Standard Terms and Conditions (DOA-3054)**

### **10.2 Supplemental Terms and Conditions (DOA-3681)**

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposers letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract

price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take

affirmative action to ensure equal employment opportunities.

- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this

agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's

immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes

that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this

Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



## Supplemental Standard Terms and Conditions for Procurements for Services

### 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:

The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

### 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- 2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidders/proposers organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidders/proposers organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

### 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

- 3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provi-

sion, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

- 3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

- 4.0 **DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 **EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

- 6.0 **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

- 7.0 **RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

- 8.0 **INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

## **11 REQUIRED FORMS**

The following forms must be completed and submitted with the proposal in accordance with Section 2.0.

**11.1 Designation of Confidential and Proprietary Information (DOA-3027)**

**11.2 Vendor Information (DOA-3477)**

**11.3 Vendor Reference (DOA-3478)**

**11.4 Request for Proposal Cover Page (DOA-3261)**

## DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # \_\_\_\_\_ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

| Section | Page # | Topic |
|---------|--------|-------|
|         |        |       |
|         |        |       |
|         |        |       |
|         |        |       |
|         |        |       |
|         |        |       |
|         |        |       |

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

Date \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities

Bid / Proposal # \_\_\_\_\_

**VENDOR INFORMATION**

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

2. Name the person to contact for questions concerning this bid / proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

**VENDOR REFERENCE**

FOR VENDOR: \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. Vendors are required to list all references that have entered into a relationship similar to that of this RFP.

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Jim Doyle  
Governor

Karen E. Timberlake  
Secretary

**State of Wisconsin**  
Department of Health Services

Telephone: 608-266-8922  
FAX: 608-266-1096  
TTY: 888-692-1402  
dhs.wisconsin.gov

**APPENDIX A – COST PROPOSAL WORKSHEET**

**Section 1**

**PROPOSED MONTHLY CAPITATED COST OF NEMT MANAGEMENT SERVICES**

The Proposer must provide a capitated rate for each population listed below. The cost calculation must include an all-inclusive proposal for all costs associated with this contract, and all costs to perform the requirements enumerated in the RFP.

Instructions: Complete Column C and D in Box 1 for all three populations.

- 1.) Column A = Population Description
- 2.) Column B = Number of members per population\*
- 3.) Column C = Proposed Monthly Capitation Rate per population. This amount can only be carried to two decimal points. This amount is to be expressed as a per member per month cost for each population.
- 4.) Column D = Multiply the per member per month rate in Box 1, Column C, by the number of members per population in Box 1 Column B. Post the product of this to Column D for each population.

| BOX 1  |            |           |             |
|--|------------|-----------|-------------|
| Column A   | Column B * | Column C  | Column D ** |
| Elderly, Blind ,<br>Disabled / Foster<br>Children                          | 141,137    | \$__ . __ |             |
| BadgerCare Plus<br>Children  | 284,915    | \$__ . __ |             |
| BadgerCare Plus<br>Adults / Pregnant<br>Women /<br>Wisconsin Well<br>Women | 186,471    | \$__ . __ |             |

\*These amounts represent the Departments best effort for a true and accurate member total for each population as of November 2009 and is fixed only for the purposes of costing this RFP. Actual member counts may differ throughout the term of a contract awarded as a result of this RFP.

\*\*The Contractor will be paid a per member per month amount based on the rate quoted and/or negotiated with the vendor times the number of eligible members at a point in time for each of the populations in the previous month. Proposers are cautioned to note the following:

- 1.) The amounts in Appendix A, Section 1, Box 1, Column C will become a fixed monthly capitated rate for each respective population for the initial three-year contract term. Thereafter, the rates may be negotiated at the beginning of each renewal period.
2. No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses may be proposed or charged to the ensuing contract. Cost Proposal must be inclusive of all costs associated with performance of contract requirements and fulfillment of contract deliverables.

**Section 2**

Instructions: Complete Box 2, Column B .

- 1) Column A = Total Cost Description
- 2) Column B = Post the sum of the three (3) monthly capitated costs for each population in Section 1; Box 1, Column D above, to Section 2; Box 2, Column B below.

**NOTE: The total in Section 2; Box 2, Column B, represents the official cost proposal for this RFP, and is the only amount on which the cost proposal will be scored.**

| BOX 2  |          |
|--|----------|
| Column A                                     | Column B |
| TOTAL PROPOSED MONTHLY<br>CAPITATION PAYMENT | \$ _____ |

**APPENDIX B – DELIVERABLES**

The following proposed deliverables and timeframes will be discussed with the selected Proposer after intent to award. The following timetables are estimates and are included for planning purposes only:

| <b>Deliverable</b>   | <b># of days due after Contract effective date for review, testing, and/or approval</b> | <b>Review by DHS &amp; return to Contractor for revisions</b> | <b>Contractor revisions - return to DHS</b> | <b>Final version due</b> |
|--|---|---|---|--------------------------|
| Brochures/information packets  | 75  | 5 days  | 5 days                                      | 90 days                  |
| Data Tracking/utilization<br>Information system test reports                 | 75  | 5 days  | 5 days                                      | 90 days                  |
| Website content related to Wisconsin's non-emergency transportation services | 75  | 5 days  | 5 days                                      | 90 days                  |

| <b>Readiness Review<br/>Phase 1 (Within 60 days of Contract effective date)</b> |  |                  | <b>Phase 2 (Within 90 days of Contract effective date)</b>   |                  |
|---|--|------------------|--|------------------|
| <b>Task</b>   | <b>Next Step</b>   | <b>Completed</b> | <b>Task</b>  | <b>Completed</b> |
| Statewide network of transportation providers established                       | Agreements or contracts signed   |                  | Transportation providers transitioned and trained – ready to provide services  |                  |
| *Recruitment Plan   |  |                  |  |                  |
| Operational Policies and Procedures   | Accepted by the Department   |                  | Contractor's staff and transportation providers have information and are trained to all requirements; Policy and Procedure Manual due 30 calendar days prior to go-live date |                  |
| Member Education<br>Brochures and information packets                           | Accepted by the Department & ready for distribution  |                  | Brochures/information packets distributed to Medicaid members (at least 30 days prior to start of services)  |                  |
| *Customer service system  | Customer Service System Plan is in place and accepted by the Department<br><br>Automated call distribution system functioning and being tested<br><br>Call center staff on board or in process of hire |                  | Automated call distribution system tested and ready for live calls<br><br>Call center staff hired and trained to all requirements  |                  |
| *Complaint Resolution and Tracking System                                       | Complaint Resolution and Tracking System Plan  |                  | Manager's staff trained to requirements  |                  |

|  |  |  |  |  |
|--|--|--|--|--|
|  | accepted by the Department   |  |  |  |
| Data/Reports tracking/utilization information system | System operational and includes required data fields for reports   |  | Test reports run and are accurate<br><br>Manager's staff and transportation network providers trained to requirements  |  |
| Website  | Website developed and has Department accepted content related to Wisconsin's non-emergency medical transportation services   |  | Website tested and functional – staff in place and trained to support and maintain website   |  |
| *Electronic systems                                  | Electronic systems & Data Security Plan accepted by the Department<br><br>Electronic systems in production – capable of receiving and processing Secure File Transfer Protocol (SFTP) Data |  | Electronic system interfaces with the Department's current system<br><br>Receiving and processing eligibility data from the Department<br><br>Department able to access and retrieve required reports<br><br>Transportation network providers utilizing Contractor specified software for documenting and reporting trip transactions<br><br>Manager's staff and transportation network providers trained to electronic requirements |  |
| *Quality Assurance                                   | Quality Assurance Plan accepted by the Department  |  | Customer Service Satisfaction surveys approved - methodology for distribution and analyzing in place<br><br>Staff trained to all requirements  |  |

|                           |   |  |   |  |
|---------------------------|---|--|---|--|
| *Disaster Recovery        | Disaster Recovery Plan accepted by the Department |  | Contractor staff and transportation network providers trained to requirements |  |
| *Transition Plan          | Transition Plan accepted by the Department        |  | Transition Plan in place  |  |
| *Master Service Agreement | Review & accepted by Department                   |  | Contracts signed and in place   |  |
| *Orientation Plan         |   |  |   |  |
| *Implementation Plan      | Reviewed & accepted by Department                 |  | Pass operational readiness testing  |  |
| * Turnover Plan           | Reviewed & accepted by Department                 |  | Updated annually and upon request   |  |
| Telecommunications System |   |  | Systems tested and ready<br><br>Ability to run required reports               |  |

\*Initial plan submitted with proposal.

## **APPENDIX C – PROPOSED CONTRACT**

**In preparing their response to this RFP, proposers should assume no changes to the Terms and Conditions of this proposed contract. The following proposed contract may or may not reflect the actual final contract negotiated between the State and the selected vendor.**



DIVISION OF HEALTH CARE ACCESS AND ACCOUNTABILITY

1 WEST WILSON STREET  
P O BOX 309  
MADISON WI 53701-0309

Jim Doyle  
Governor

Karen E. Timberlake  
Secretary

**State of Wisconsin**  
Department of Health Services

Telephone: 608-266-8922  
FAX: 608-266-1096  
TTY: 888-692-1402  
dhs.wisconsin.gov

## PROPOSED CONTRACT for SERVICES

This contractual agreement is entered into for a period of \_\_\_\_ years beginning \_\_\_\_\_ and ending \_\_\_\_\_, with an option by mutual agreement of the Agency and Contractor, to renew for \_\_\_\_\_ additional \_\_\_\_ period and \_\_\_\_\_ subsequent \_\_\_\_\_ periods, by and between the State of Wisconsin as represented by the **Department of Health Services** (DHS), on behalf of the Division of Health Care Access and Accountability (DHCAA), whose principal business address is One West Wilson Street, PO Box 309, Madison, WI 53707-0309, herein referred to as *the State*, and \_\_\_\_\_, whose principal business address is \_\_\_\_\_, hereinafter referred to as *the Contractor*.

Unless otherwise agreed to by the parties, the terms and conditions of the Contract shall remain in full force and effect throughout any and all renewal periods.

WHEREAS, the State wishes to purchase services from the Contractor as it is authorized to do so by Wisconsin law; and

WHEREAS, the Contractor is engaged in furnishing the desired services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein set forth and which the Parties hereby acknowledge constitute good and valuable consideration sufficient to establish this Contract as a binding legal obligation under applicable law, the Parties hereby agree as follows:

### I. DEFINITIONS

Unless otherwise defined herein, the definition of any term requiring such can be found in the RFP/RFB or in the applicable law(s).

**Contract:** the collected documents describing the agreement between the parties, including the body of this Contract, the attachments, the provisions of the RFB/RFP along with its amendments and its Questions and Answers documents as posted, the provisions of the Contractor's Technical and Cost Bid/Proposal, as accepted by the State, and any written clarifications thereof, and any other documents incorporated by reference into this Contract as if fully set forth herein.

**Days:** calendar days, unless otherwise noted.

**RFB/RFP:** the Request for Bid/Proposals and all Attachments thereto, as issued by the State under the title of RFB/RFP: \_\_\_\_\_ and clarified and amended throughout the procurement process.

## **II. FUNCTIONS AND DUTIES OF THE CONTRACTOR**

### **A. General Contractual Responsibilities**

1. Effect and maintain liaison and fully cooperate with designated State staff with respect to the direction and performance of Contractor's contractual responsibilities. The State's Contract Administrator will be \_\_\_\_\_.
2. Assume complete financial responsibility and liability for payment to creditors for costs incurred by Contractor in the performance of contractual obligations.
3. No later than three (3) days from the date of discovery of any problem which may jeopardize the successful or timely completion of its obligations, notify the Contract Administrator in writing of the problem, including in such notice Contractor's recommendation for expeditious resolution of the problem.
4. Refer to the Contract Administrator any suspected fraudulent or abusive practices Contractor encounters in the performance of its contractual activities. Produce, on a timely basis, reports and other documentation reflecting information or data possessed by the Contractor which is in need of investigation or document suspected instances of fraud or abuse in any of the programs administered.

### **B. Copyright Ownership**

All right, title, and interest in all copyrightable materials that the Contractor may conceive or originate, either individually or jointly with others, and that are designed or developed with State or Federal funds in the course of performing this Contract will be the property of the State and are by this Contract assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor agrees to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials in any and all countries. Where applicable, works of authorship created by the Contractor, either individually or jointly with others, for the State in performance of this Contract will be considered "works made for hire" as defined in the U.S. Copyright Act.

### **C. Compliance with Applicable Laws and Policies**

#### **1. General**

The Contractor and its subcontractors shall comply with all applicable Federal and State laws and State policies and standards that are in effect during the term of this Contract and that in any manner affect the work performed, with particular emphasis on the confidentiality provisions of federal food stamp law and federal and state Medicaid and other public benefits laws. In addition, the Contractor shall comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 160, 162 and 164, to the extent those regulations apply to the services the Contractor provides or purchases with funds provided under this contract. The Contractor has been deemed a "Business Associate" and will be required to sign a Business Associate Agreement.

#### **2. Drug-Free Workplace**

The Contractor will provide a drug-free workplace, in accordance with the Drug-Free Workplace Act of 1988 and implemented in 45 CFR Part 76 Subpart F for grantees, as defined in 45 CFR Part 76, Section 76.606 and 76.610.

3. Affirmative Action Plan (AA) and Civil Rights Compliance (CRC)

All recipients of federal and/or state funding to administer programs, services and activities through the Wisconsin Department of Health Services must comply with the Department's CRC Plan requirements. Information about these requirements can be found at <http://dhs.wisconsin.gov/civilrights/Index.HTM>.

The Affirmative Action Plan is not part of the CRC Plan.

a) Affirmative Action Plan

- 1) For agreements where the Provider has twenty-five (25) employees or more and a contract value of \$25,000 or more annually, the Contractor shall complete the AA plan. The Contractor with an annual work force of less than twenty-five (25) employees or a contract value of less than \$25,000 annually may be exempt from submitting the AA Plan.
- 2) The AA Plan is written in detail and explains the Provider's program. To obtain instructions regarding the AA Plan requirements go to: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>
- 3) The Contractor must file its AA Plan within fifteen (15) calendar days after award of the contract. The Plan must be submitted to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Intergovernmental & Contract  
Management (BIRCM)

Karen Koehn  
1 W. Wilson Street, Room 618  
P.O. Box 7850  
Madison, WI 53707  
Telephone: 608-266-7075  
[Karen.Koehn@WI.gov](mailto:Karen.Koehn@WI.gov)

Compliance with the requirements of the AA Plan will be monitored by the DHS Office of Affirmative Action and Civil Rights Compliance.

b. Civil Rights Compliance (CRC) Plan

- 1) Providers receiving federal and/or state funding to administer programs, services and activities through DHS must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of 2010-2013 regardless of the number of employees and the amount of funding received. All Providers with twenty-five (25) or more employees AND who receive contracts in excess of \$25,000 in annual value must complete a Civil Rights Compliance (CRC) Plan; however, submission of the CRC

Plan is not required. The CRC Plan is to be kept on file and made available upon request to any representative of the Department of Health Services. Specific guidance concerning requirements for the CRC Plan can be found at <http://dhs.wisconsin.gov/civilrights/Index.HTM>.

For technical assistance on all aspects of the Civil Rights Compliance, the Provider is to contact the Department's AA/CRC Office at:

Department of Health Services  
1 W. Wilson Street, Room 555  
P.O. Box 7850  
Madison, WI 53707  
(608) 266-9372 (voice)  
(888) 701-1251 TTY

service,  
origin or  
products

All  
and

- 2) Contractors subcontracting federal or state funding to other entities must obtain a CRC LOA from their subcontractors. The CRC LOA must be kept on file and produced upon request or at the time that an on-site-monitoring visit is conducted. Subcontractors with twenty-five (25) or more employees AND who receive over \$25,000 in annual contract funding must complete CRC Plan. The CRC Plan to be kept on file and produced upon request by the DHS AA/CRC Office, a representative of the DHS or at the time the Provider conducts an on-site monitoring visit.
- 3) Contractor agrees to not discriminate in the provision of services or benefits on the basis of age, color, disability, national origin, race, religion or sex/gender. This policy covers enrollment, access to services, facilities, and treatment for all programs and activities. All employees of the Contractor are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- 4) Contractor agrees to not exclude qualified persons from employment or otherwise subject them to discrimination in employment in any manner or term or condition of employment on the basis of age (over 40), arrest record, conviction record, color, creed/religion, disability, genetic testing, honesty testing, marital status, military pregnancy or childbirth, race/ethnicity, national ancestry, sex, or sexual orientation, use of legal during non-work hours outside of employer's premises, except as otherwise authorized by applicable statutes. Contractor employees are expected to support goals programmatic activities to non-discrimination and non-retaliation in employment.
- 5) Contractor agrees to comply with all the requirements in the revised DHS CRC Plan and to ensure that their subcontractors comply during the contract period. Specific guidance about the requirements for the CRC Plan can be found at: <http://dhs.wisconsin.gov/civilrights/Index.HTM>.

- 6) The Department will monitor the Civil Rights and Affirmative Action compliance of the Contractor. The Department will conduct reviews to ensure that the Contractor is ensuring compliance by its subcontractors or grantees. The Contractor agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the Provider, interview with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.
- 7) The Contractor agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

#### **D. Contract Management**

##### **1. Records**

Documentation and materials developed or acquired by the Contractor pertaining to work performed under this Contract will become the property of the State. All records, books and documents, including electronic storage media, relating to financial matters will be maintained in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the State under the Contract.

Contractor and its subcontractors shall retain and safeguard all pertinent records, documents and other material prepared or utilized in the performance of contractual responsibilities for a period of five years following expiration or termination of contract. Contractor shall not use or disclose any records, information or material developed or acquired in the performance of its Contractual obligations for purposes not directly related to Contractor's performance under this Contract, without the prior written approval of the State. The said pertinent records shall be delivered to the State upon request.

At any time during the Contract and for five years following the expiration or termination of the Contract, the Contractor and its subcontractors shall permit authorized personnel designated by either the United States Department of Health and Human Services, United State Department of Agriculture, Comptroller General, or the Wisconsin Department of Health Services to have access at reasonable times to any of the Contractor's pertinent books, documents, electronic media, and records of any kind, involving transactions relating to this Contract. Access shall include the right to examine, audit, excerpt, transcribe or reproduce, any of the subject material. Contractor shall have the right to reproduce said material on the Contractor's premises at a cost not to exceed the cost that would have been incurred if the materials were reproduced off the Contractor's premises. If the information requested is in electronic format, Contractor will provide copies of the media as may be requested by the State.

Notwithstanding the above, access and examination of records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the State, CMS, DHHS, USDA, OIG, Comptroller General or any of their authorized representatives, shall continue at least until such appeals,

litigation, claims or exceptions have been disposed of. The Contractor further agrees that the substance of this clause shall be inserted in each subcontract.

Upon expiration or termination of the Contract and at the request of the State, the Contractor will cooperate with the State to facilitate the transfer of any records or documents during the required retention period.

2. Monitoring

The Contractor will provide reports, as requested by the State, including status, progress, program, and financial reports, that will be used for monitoring progress or performance of the contractual services.

The Contractor will permit access to its premises, upon reasonable prior notice, persons duly authorized by the State or Federal government and to interview any employees of the Contractor to be assured of satisfactory performance of the requirements of the Contract. Such inspection will not unduly interfere with the Contractor's performance under the Contract. Following any such inspections, the State will provide the Contractor with a list of its comments with regard to the manner in which said services are being performed. The Contractor will develop and implement a corrective action plan, as directed by the State.

3. Audits

The Contractor will for each year, in whole or in part, for which they provide services under this contract, provide the State with a copy of its annual audited financial statements, including the Income Statement, Balance Sheet, Statement of Change in Financial Position, notes thereto and the Auditor's Opinion thereon. For each year for which audited financial statements are provided, Contractor will provide a copy of the management letter issued by the audit firm or verification from the audit firm that no such letter was issued.

The annual audited financial statements must be submitted for the entity with which the State is contracting. If the Contractor is part of a larger organization, the annual financial statement of the larger organization must also be submitted with clear explanation of the financial connections between the Contractor and the larger organization.

The information will be kept confidential to the extent allowed under s.19.36(5), Wis. Stats, [defines which information qualifies as a trade secret] or the Wisconsin Open Records law.

4. Insurance

The Contractor will provide liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Contractor and the State to be served under the Contract. Upon the execution of the Contract, the Contractor will furnish the State written verification supporting both the determination and existence of such insurance coverage, including Certificates of Insurance for all types of insurance required under this paragraph. The State reserves the right to require additional insurance.

The Contractor will maintain all required insurance for its employees, including workers' compensation insurance.

5. Confidentiality

Throughout the course of business, Contractor may have occasion to collect confidential personal and demographic data from individuals covered by State programs. Contractor may not use either personal or demographic member data for any purpose that is not directly related to the fulfillment of Contractor's responsibilities under the terms of this agreement.

The Contractor shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("*Representatives*") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

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

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

Unauthorized Use, Disclosure, or Loss

If Contractor becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or if any Confidential Information is lost or cannot be accounted for, Contractor shall notify the State's (Contract Manager/Contact Liaison/Privacy Officer) within the same business day the Contractor becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

The Contractor shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Contractor shall reasonably cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan.

If requested by the State, Contractor shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement

Definitions used herein:

"*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.

"*Individually Identifiable Health Information*" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"*Personally Identifiable Information*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

#### Survival

This Section shall survive the termination of the Agreement.

#### 6. Subcontractors

The Contractor may not enter into a subcontract for work to be performed under the Contract if the subcontract value would exceed ten percent (10%) of the annualized value of the base Contract between the Contractor and the State without prior written approval of the State, which approval will not be unreasonably withheld. The State may rescind the approval during the term of the Contract for good cause. The Contractor will provide copies of all contracts with these subcontractors, excluding pricing or proprietary information, forty-five (45) business days prior to the effective date of such subcontracts. Upon receipt, the State will have twenty (20) business days to review such contracts and provide in writing to the Contractor any concerns regarding the level of service that is required of such subcontractors by the Contractor in meeting its contractual obligations to the State. If the State expresses concerns, the Contractor agrees to resolve any such concerns in these subcontracts. The Contractor will address each concern in writing to the State no later than twenty (20) business days from receipt of the State's concerns. Approval by the State of

any subcontract will not be deemed in any event or in any manner as a provision for the incurring of any obligation by the State in excess of the total dollar amount in the Contract.

All subcontracts are subject to the same conditions of the Contract between the State and the Contractor and to any conditions of approval the State may deem necessary.

The Contractor is solely responsible for Contract performance by all of its subcontractors, and subcontractors must adhere to the same standards required of the Contractor.

7. Staffing

The State reserves the right to require replacement of any individual working under the Contract for reasonable cause, as determined by the State.

8. Reports

The Contractor shall provide the State with written reports that are clear, concise and useful for the audience for whom they are intended. The reports shall be composed in a manner consistent with State specifications. All reports shall be provided in electronic formats compatible with software applications in use by the State (e.g., MS WORD, EXCEL) as well as in hard copy, as specified by the State. The Contractor is responsible for assuring that it completely understands the specifications and requirements for all reporting and other activities under the contract. Where required, the Contractor shall provide supporting documents such as attachments for the report.

9. Travel

The State assumes no liability for any accident or injury that may occur to the Contractor's employees, agents, subcontractors or personal property while en-route to or from government facilities or during any travel associated with or mandated by the terms of the Contract.

### III. FINANCIAL MATTERS

#### A. Costs and Payments

Payment for services provided in accordance with the terms and conditions of this contract shall not exceed \_\_\_\_\_ for the initial one-year period beginning \_\_\_\_\_, and ending \_\_\_\_\_. Amendments to this Contract will be issued to prescribe the limit of funding for future years of the Contract. In no case, however, shall the annual payment for services exceed the dollar limitations of the accepted Cost Proposal.

Payments will be made monthly based on expense reports submitted by the Contractor in a format prescribed by the State. Claims for reimbursement of allowable costs will be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractor shall report all allowable costs as described in the DHS *Allowable Cost Policy Manual* viewable at the following URL:

<http://dhs.wisconsin.gov/grants/administration/allowablecost/acpm.htm>

Invoices will be submitted to the Division of Health Care Access and Accountability, Attn: \_\_\_\_\_, 1 West Wilson Street, P.O. Box 309, Madison, WI 53701-0309. The State will issue payment to the Contractor within thirty days or notify the Contractor, in writing, of questioned items on the invoices.

**B. Taxes**

The Contractor will be responsible for payment of taxes on the funds received under this Contract, which will be identified under the Contractor's actual tax identification number(s).

**C. Overpayments**

The Contractor will return to the State any overpayments due to unearned funds, federal funds disallowed due to Contractor's noncompliance, or funds disallowed pursuant to the terms of the Contract. The Contractor will return any overpayment to the State within forty (40) days after either discovery by the Contractor or its independent auditor or notification by the State of the overpayment. In the event the State first discovers an overpayment has been made, the State will notify the Contractor by letter of such a finding. At its discretion, the State may recover the overpayments by deducting the overpayment amount from any money otherwise payable to the Contractor.

**D. Withholding and Deduction**

1. Withholding

The State has the right to withhold any and all payments due the Contractor if the Contractor fails to perform consistent with this Contract, fails to meet a provision of this Contract, or if the State reasonably determines such withholding to be necessary to protect the State against potential losses or liabilities, including potential Federal disallowance or sanctions. The payments to be withheld will be in an amount the State determines necessary to cause the Contractor to correct its failures or to protect the State against potential losses or liabilities and will be withheld until the failure to perform or meet the Contract provision is cured, or until the potential loss or liability ceases. The State will withhold funds pursuant to this section only after the State has given notice of intent to withhold funds and the reasons for withholding continue after fourteen (14) days of such notification.

2. Deduction

The State makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Therefore, the State has the right to reduce its total financial obligations to the Contractor by the amount being withheld if, at the expiration or the termination of the Contract, the Contractor has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, the State has the right to reduce its total financial obligations to the Contractor by an amount equal to the amount imposed against the State as a Federal disallowance or sanction that is attributable to the Contractor's performance or failure to perform.

The State has the right to deduct from funds otherwise payable to the Contractor any amounts due the State from the Contractor for any other reason specifically provided under this Contract.

**E. Accounting Systems**

The Contractor shall maintain an accounting system in accordance with generally accepted accounting principles and in accordance with appropriate Federal guidelines for the purpose of audit and examination of any books, documents, papers, and records maintained in support of this Contract. All funds under this Contract shall be fully accounted for separately and independently of any other funds of the Contractor. The Contractor shall establish and maintain separate ledgers and checking accounts for the revenues from this Contract, wherein funds shall be clearly identifiable. All disbursements shall be supported by an invoice approved and signed by an appropriate Contractor's representative to document receipt of the materials or services. A separate Accounts Receivable file shall be maintained for each carrier to whom billings are directed and the state shall have access to review it in Wisconsin at any time during normal business hours.

#### **IV. CONTRACTOR COMMITMENTS AND CERTIFICATIONS**

##### **A. Debarment**

The Contractor certifies that neither the Contractor nor any of its owners, officers, principals, agents or employees, whether paid or voluntary, neither is or has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs nor has been proposed for debarment, suspension or exclusion. The Contractor further certifies the same for its subcontractors or their owners, officers, principals, agents or employees.

The Contractor will immediately notify the State if during the term of the Contract it or its subcontractor or any of the persons listed in the paragraph above are proposed for debarment, suspension or exclusion from participation in a federal assistance program.

##### **B. Political Activity and Lobbying**

The Contractor will comply with all applicable provisions of the Federal "Hatch Act," as amended.

The Contractor warrants and represents to the State that no Federal or State funds, including but not limited to the funds received from the State under this Contract, have been paid or will be paid, either directly or indirectly, for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor further agrees that if any other funds from any source are used for such purposes as are described hereinabove in this paragraph, the Contractor will immediately disclose same in writing to the State.

The Contractor warrants and represents to the State that no Federal or State funds, including but not limited to the funds received from the State under this Contract, have been paid or will be paid, either directly or indirectly, to lobby, influence or attempt to influence any federal or state agency or any member of Congress or any State's legislature concerning any state or Federal statute, legislation, grant, loan, cooperative agreement or any other matter pending before the Congress or before any State legislature.

##### **C. Conflict of Interest**

The Contractor certifies that it does not presently have any interest, and will not acquire any interest, direct or indirect, that will conflict in any manner or degree with its performance under this Contract. The Contractor will not employ or contract with any entity or person that has such a known conflict.

##### **D. Infringement**

The Contractor represents that to the best of its knowledge none of the software to be used, developed, or provided pursuant to the Contract violates or infringes upon any patent, copyright, or any other right of a third party. In the event of any action brought against the State in which infringement of a U.S. patent or copyright is claimed, the Contractor will indemnify the State against any expenses, costs or damages incurred by the State on account of such claim, provided that:

- The Contractor is notified of any claim within fifteen (15) work days after the State becomes aware of it; and
- The Contractor is afforded an opportunity to participate in the defense, or in the negotiation of a settlement, of such claims. The Contractor shall have the right to disapprove any negotiated settlement. No limitation of liability provision of the Contract shall apply to the indemnification provided by this Section.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the State the right to continue using the software or to replace or modify the same so that it becomes non-infringing within a reasonable period of time mutually agreed to between the State and the Contractor.

## **V. CONTRACT PERFORMANCE; DELIVERABLES**

The Contractor must provide the services and comply with all the requirements and specifications contained in the RFP, as amended, and Questions and Answers posted thereto.

All clarifications regarding scope of services, targeted service levels, and delivery parameters necessitated during the contract period will be issued and negotiated through formal amendments to the contract. All amendments thus negotiated will become part of this Contract upon signature by both parties.

## **VI. DAMAGES AND INDEMNIFICATION**

### **A. Liability; Indemnification**

The Contractor agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the acts or omissions of the Contractor and its agents, subcontractors, and employees in the course of the operation of the Contract.

Further, the Contractor agrees to indemnify and defend the State against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of acts or omissions of the Contractor and its agents, subcontractors, and employees in the course of the operation of the Contract.

Upon notice of any claim against the State for which the Contractor has agreed to defend the State, the State will provide prompt notice of said claim to the Contractor. The State will provide reasonable assistance in defense of claims. Any proposed settlement will be subject to review and approval by the State.

### **B. Damages**

1. Damages in General.

The Contractor shall be liable to the State for all direct damages that may be incurred by the State as a result of the Contractor's acts or failure to perform in conformance with the Contract.

If the State elects to not exercise a damage clause in a particular instance, this decision shall not be construed as a waiver of the State's right to pursue associated damages or other remedies, including contract termination, for failure to meet performance requirements in the future.

2. Liquidated Damages

The State declares, and the Contractor acknowledges, that the State may suffer damages due to the Contractor's delay or failure to perform in accordance with the terms and conditions of this Agreement. Since it is impractical and difficult to accurately fix actual damages sustained in the event of any such delay or failure, the parties agree that damages sustained from the following causes shall be in the amount set forth in this section as liquidated damages and not as a penalty.

The State will notify the Contractor in writing of the assessment of liquidated damages. The Contractor shall not be liable for liquidated damages when delays or failures arise from causes that are not primarily the responsibility of the Contractor or result from causes beyond the reasonable control of Contractor (Force Majeure). At the State's option, the following liquidated damages may be deducted by the State from any monies due and payable to the Contractor:

Damages may be assessed by the State, in the amount of \$150,000 per working day, not to exceed one-half the total annual amount of the Contract, for every day past the scheduled implementation date negotiated between the State and the Contractor.

**VII. STOP AND CORRECT**

**A. Stop Services**

In addition to its other remedies, the State has the right at any time to order that the services of the Contractor or any of its subcontractors be fully or partially stopped, if, in the reasonable judgment of the State, the services fail to comply with the terms and conditions, including without limitation the performance requirements in the RFB/RFP. The Contractor will receive from the State advance written notice of the reasons for the order and a description of the actions that must be taken in order to correct the noncompliance.

**B. Correction**

If the State determines that a noncompliance by the Contractor with any term or provision of this Contract is occurring, it has the right to demand immediate correction while permitting the Contractor to continue to provide services under this Contract. The Contractor will, without additional cost to the State, correct or revise all errors or deficiencies in any Contract work.

In addition, if the Contractor fails to commence such correction and diligently prosecute the same to completion, the State may directly or through another contractor, correct any noncompliance without prejudice to any other remedy it may have. The Contractor will directly reimburse the State for all reasonable and necessary costs incurred by the State, including procurement-related costs to correct such noncompliance, or the State may deduct these costs from payment otherwise due the Contractor.

## VIII. CONTRACT AMENDMENT

Except where mandated by a change in State or Federal law or court order, any modification to or amendment of the original Contract requires the mutual written consent of the parties.

## IX. EXPIRATION; TERMINATION; TURNOVER

### A. Expiration

Unless sooner terminated, the Contract will expire on \_\_\_\_\_. In the event the State elects to exercise renewal options, the revised expiration date will be specified in the amendment to extend.

### B. Termination.

1. The Contract may be terminated by mutual written agreement of the parties.
2. The Contract may be terminated by the State for the following reasons:
  - For cause, upon a failure of Contractor to comply with the terms and conditions of this Contract, provided that the State shall give Contractor written notice specifying Contractor's breach. In the event that thirty (30) days after the receipt by Contractor of such notice, Contractor shall not have remedied said breach or, for a breach which cannot reasonably be corrected in thirty (30) days, commenced in good faith to correct said breach and thereafter proceeded diligently to complete such correction, the State may, by giving written notice to Contractor, terminate the Contract as of the date specified in the notice. The following will constitute Contractor breach under this paragraph in addition to other Contractor breaches:
  - fails to follow the sales and use tax certification requirements of s. 77.66, Wis. Stats.;
  - has a delinquent Wisconsin tax liability;
  - fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or,
  - fails to maintain and keep in force all required insurance, permits or licenses required in this Agreement.

The State may terminate this Contract for cause but without providing an opportunity to cure if the Contractor:

- is or becomes a federally debarred contractor;
- is presently identified on the list of parties excluded from federal or state procurement and non-procurement contracts;
- intentionally or through lack of reasonable care, releases the State's Confidential Information; or

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

Termination for cause by the State shall, in addition to any other rights the State may have, require reimbursement of the State's reasonable termination costs.

- For convenience if the State shall have reasonably and in good faith determined that termination would be in the best interest of the State, provided that State shall give Contractor no less than ninety (90) days prior written notice. The State shall afford the Contractor reasonable opportunity to present arguments that termination is not in the best interest of the State. Termination by State pursuant to this subsection shall create an obligation upon State to reimburse Contractor the cost of contractual services performed prior to the date of termination plus any termination expenses incurred with the prior written approval of the State.
- If required by a change in federal or state law or by court order to the extent said change necessitates termination in whole or in part.
- By the State, in whole or in part, whenever funding from State or Federal sources is withdrawn, reduced, or limited. The State will not incur liability beyond the payment of those services agreed to and provided through the date of termination of the Contract for lack of appropriation of funds. The State is the final authority as to the availability of funds and will provide as much notice of termination under this provision to the Contractor as is reasonably possible. Notwithstanding the foregoing, the contract will continue in full force and effect during any period of sixty (60) days or less wherein funds are temporarily unavailable either from State or Federal funding sources.

3. The Contract may be terminated by the Contractor for the following reasons:

- For cause, upon a failure of State to comply with the terms and conditions of this Contract, provided that Contractor shall give the State written notice specifying State's breach. In the event that (i) the alleged breach is related to payment for Contractor's services and within ten (10) days of receipt of notice, the State shall not have contested, remedied or taken action to remedy the breach alleged or (ii) the alleged breach does not relate to payment for Contractor's services and within thirty (30) days of receipt of notice the State shall not have either contested or remedied said breach, or for breach which cannot be reasonably remedied in thirty (30) days, commenced in good faith effort to correct said breach, then Contractor may, by giving thirty (30) days advance written notice, terminate the Contract. Termination by Contractor under this subsection shall impose on the State an obligation to reimburse Contractor the cost of services performed up to the date of termination and reasonable, direct and fixed termination costs incurred by the Contractor, such as unavoidable rent, utilities, severance pay and/or equipment costs.
- For convenience if written notice is delivered by the Contractor to the State not less than ninety (90) days prior to the effective date of said termination.

4. Unless otherwise directed, Contractor will continue providing the services delineated in the RFB/RFP until the date of termination.

Contractor shall meet any obligations that are imposed under this Contract upon termination, including providing copies at the State's request of any documents, work papers, records, magnetic media, or reports of any kind relating to the services delivered under this Contract.

**C. Turnover.**

1. Turnover Responsibilities

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a turnover from the Contractor to the State or to a successor contractor, if any, at the expiration or termination of this Contract. Accordingly, the Contractor will cooperate fully in providing for an orderly and controlled transition to the State or to a successor contractor and will minimize any disruption in the services to be performed under this Contract.

2. Continuation

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

3. Staff

The Contractor shall maintain the staffing requirements in this Contract until the State or a successor contractor fully assumes the Contractor's responsibilities under this Contract.

4. Management

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

5. Turnover Plan

The Contractor shall provide the State with a plan for the complete turnover of its responsibilities under the Contract in a manner to allow for uninterrupted continuation of services and will revise the plan until acceptable to the State. The Contractor shall submit the plan at one of the following times, depending upon which applies: no less than 60 days prior to the Contract's expiration; within 10 working days of notice of termination by the State; or, along with Contractor's notice of termination. The plan will include provisions for the transfer of all client-related information held by the Contractor or its subcontractors and not also held by the State.

**X. MISCELLANEOUS PROVISIONS**

**A. Anti-Trust Violations**

The Contractor and the State recognize that overcharges resulting from antitrust violations are, in actual economic practice, usually borne by the State. Therefore, the Contractor hereby assigns to the State any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to the State.

**B. Assignment and Acquisition**

The Contractor may not assign or transfer this Contract or any of its rights hereunder or delegate any of its duties and obligations hereunder without the prior written consent of the State, which will not be unreasonably denied or delayed, provided that any permitted assignment will neither operate to relieve the Contractor of any of its duties and obligations hereunder nor affect any remedies available to the State that may arise from any breach of the provisions of this Contract by the Contractor. Any attempted assignment, transfer or delegation in contravention of this section of the Contract will be null and void.

The Contractor will notify the State of any merger or acquisition that the Contractor determines will affect its ability to provide any of its duties and obligations under this Contract.

**C. Authority**

The Contractor has no authority to bind, obligate, or commit the State by any representation or promise without the prior written approval of the State. Likewise, the State has no authority to bind, obligate, or commit the Contractor by any representation or promise without the prior written approval of the Contractor.

**D. Authorization**

Both the Contractor and the State have full power and authority to enter into and perform their respective duties and obligations under this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract and to bind each party to each and every one of the terms and conditions set forth herein as well as to ensure that each party has all required legal right and power to perform all acts called for by this Contract in Wisconsin and elsewhere.

The Contractor will notify the State in writing of any changes in the person or persons authorized to sign amendments to the Contract on behalf of Contractor.

**E. Binding Effect**

Each party agrees that this Contract binds it and each of its officers, employees, agents, independent contractors, and representatives.

**F. Choice of Law**

The Contractor agrees to be bound by the laws of the State of Wisconsin and to bring any legal proceedings arising under the Agreement in a court of the State of Wisconsin. For the purpose of Federal jurisdiction, in any action in which the State of Wisconsin is a party, venue shall be in the United States Western District Court for the State of Wisconsin.

**G. Conflicts Among Documents; Order of Precedence**

In the event that there is a conflict in the requirements laid out by the various documents that inform this Contract, the following order of precedence will apply:

- Federal laws, regulations and policies, as amended;
- State laws, regulations and policies, as amended;
- The terms and conditions in the body of this Contract, including all attachments and incorporations, as amended;
- RFB/RFP Question and Answer documents as posted;
- The RFB/RFP and Attachments, as amended;
- The Contractor's response to the RFB/RFP, including the Cost Bid/Proposal, as accepted.

A higher-order document will supersede a lower-order document to the extent necessary to resolve any inconsistencies. An inconsistency does not exist solely because a higher-order document is silent on a matter that is addressed in a lower-order document.

#### **H. Cooperation of Parties and Dispute Resolution Process**

The parties agree to act in good faith to fully cooperate with each other in connection with the performance of their respective duties and obligations under this Contract.

When a material dispute involving neither the payment provisions of this Contract nor any matter that causes or creates significant potential financial losses or liability for the other party arises, the sole and exclusive method available to the parties of resolving such dispute is for either party to request a review by the Administrator of the State's Division of Health Care Access and Accountability. If this review does not result in the satisfactory resolution of the dispute, either party may request a review with the Deputy Secretary of DHS.

The parties will also use the process described above for the resolution of any dispute regarding the payment provisions of this Contract or for any matter that causes or creates significant potential financial losses or liability for the other party. However, if the parties are unable to resolve such a dispute to their mutual satisfaction, both parties will have available to them all rights and remedies that exist under this Contract and applicable Federal and State laws and regulations, including without limitation the right to litigate the dispute in any court of competent jurisdiction.

The existence of a dispute notwithstanding, both parties agree to continue without delay to carry out all of the respective duties and obligations under this Contract that are not affected by the dispute. The Contractor further agrees to abide by the interpretation of the State's Contract Administrator regarding the matter in dispute, pending final determination.

#### **I. Documentation**

Notwithstanding any provision in this Contract to the contrary, the standards, formats and forms for all documentation required of Contractor hereunder shall be mutually agreed upon by State and Contractor and shall, including all criteria developed or revised by the Contractor for work performed under the Contract, become the property of the State.

#### **J. Entire Agreement and Acknowledgment of Understanding**

The State and the Contractor agree that this Contract is the complete and exclusive statement of agreement between the parties relating to the subject matter of this Contract. The State and the Contractor further agree that this Contract supersedes all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Contract.

**K. Force Majeure**

The Contractor shall be excused from performance hereunder for any period that it is prevented from providing, arranging for, or paying for services arising out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, strikes by other than the Contractor's employees, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and through no fault or negligence of, the Contractor.

**L. Headings**

The headings throughout this Contract are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

**M. Hiring of Employees**

The Contractor will not, for purposes of providing services under this Contract, knowingly engage (as a full-time, part-time or other member of the professional staff) any persons who are or have been at any time during the term of this Contract in the employ of the State without the prior written approval of the State, which will not be unreasonably denied or delayed. Likewise, the State will not, for purposes of providing services under this Contract, knowingly engage (as a full-time, part-time or other member of the professional staff) any persons who are or have been at any time during the term of this Contract in the employ of the Contractor without the prior written approval of the Contractor, which will not be unreasonably denied or delayed.

**N. Independent Capacity of Contractor**

The Contractor shall perform under the terms of the Contract as an independent Contractor and not as an employee, representative, or agent, of either the DHS or the State of Wisconsin. Neither the State of Wisconsin nor the Department of Health Services shall assume any responsibility for liability Contractor may incur directly, or indirectly, as a result of its performance under this Contract.

**O. Non-waiver**

Any failure or delay by either party to exercise or partially exercise any right, power, or privilege under this Contract will not be deemed a waiver of any such right, power, or privilege under this Contract. Any waivers granted by either party for current breaches will not indicate a course of dealing with or excusing other or subsequent breaches.

**P. Notices**

Notice will be deemed given by the parties under this Contract if in writing and delivered personally, by facsimile, or mailed by first-class, registered, or certified mail, postage prepaid, to the parties at the addresses shown below.

Any notice required or permitted to be given to a party will be in writing and addressed as follows:

In case of notice to the State:

\_\_\_\_\_  
\_\_\_\_\_

**Division of Health Care Access and Accountability (DHCAA)**  
**Department of Health Services**  
**PO Box 309**  
**Madison, WI 53701-0309**

**Phone: ( ) \_\_\_\_\_**

In case of notice to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone: ( ) \_\_\_\_\_**

**Q. Promotion of Minority Business**

The State is committed to the promotion of minority business in the state's purchasing program and therefore the Contractor will be encouraged to purchase services and supplies for performance under this Contract from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The Contractor shall submit a quarterly report of purchases of such supplies and services.

**R. Remedies**

Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given there under, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

**S. Right to Publish**

The Contractor will be allowed to make public oral presentations, and to write and have such writing published subject to the State's review and approval before public release of the information on subjects associated with the work under this Contract.

**T. Severability**

If any provision of the Contract is found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

**U. Survival**

The provisions regarding confidential information and indemnification survive the expiration or termination of the Contract, along with any other provisions contained in this Contract that by their language, sense and context are intended to survive.

**XI. CONDITIONS OF THE PARTIES OBLIGATIONS**

**A. Contingency**

This contract is contingent upon authorization of Wisconsin and United States law. Any material amendment or repeal of the same affecting relevant funding or authority of the State shall serve to revise or terminate this agreement, except as further agreed to by the parties hereto.

**B. Lawful Powers**

The State and the Contractor understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.

**C. Signatures**

This agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this agreement exceeds sixty (60) days inclusive of the two signature dates.

\_\_\_\_\_  
Contractor's Authorized Representative  
Name:  
Title: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Contractor's Contract Administrator  
Name:  
Title: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
State's Authorized Representative:  
\_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
State's Contract Administrator:  
\_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

## Attachment I (to Sample Contract)

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is incorporated into the existing Underlying Contract (Contract) Agreement between \_\_\_\_\_ (Business Associate) and the **Department of Health Services, Division of Health Care Access and Accountability** (Covered Entity ) effective \_\_\_\_\_, and terminates any prior existing Business Associate Agreements.

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Services, activities, or functions covered by this Agreement include, but are not limited to:

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and this Agreement will be governed by the terms of this Agreement.

#### 1. DEFINITIONS

*Protected Health Information (PHI)* means:

Health information, including demographic information, created, received, maintained, or transmitted by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act (FERPA) and employment records held by the Covered Entity in its role as employer.

For the purposes of this Business Associate Agreement, PHI also includes the definitions of "registration record" and "treatment record" as defined in s. 51.30(1), Stats.:

- a. **"Registration records" include all the records of the department, county departments under s. 51.42 or 51.437, treatment facilities, and other persons providing services to the department, county departments or facilities which identify individuals who are receiving or who at any time have received services for mental illness, developmental disabilities, alcoholism or drug dependence.**
- b. **"Treatment records" include the registration and all other records concerning individuals who are receiving or who at any time have received services for mental illness, developmental disabilities, alcoholism, or drug dependence which are maintained by the department, by county departments under s. 51.42 or 51.437 and their staffs, and by treatment facilities. Such records do not include notes or records maintained for personal use by an individual providing treatment services for the department, a county department under s. 51.42 or 51.437, or a treatment facility if such notes or records are not available to others.**

*Individual* means:

The person who is the subject of protected health information or the personal representative of an Individual as defined and provided for under applicable provisions of HIPAA.

*Disclosure* means:

The release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

*Designated Record Set* means:

(1) A group of records maintained by or for a covered entity that is:

- (i) **The medical records and billing records about individuals maintained by or for a covered health care provider;**
- (ii) **The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or**
- (iii) **Used, in whole or in part, by or for the covered entity to make decisions about individuals.**

(2) For purposes of this Agreement, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

*Incident* means:

A use or disclosure of PHI by the Business Associate or subcontractor not authorized by this Agreement or in writing by the Covered Entity. Also included in this definition are any attempted, successful or unsuccessful, unauthorized access, modification, or destruction of PHI, including electronic PHI, or interference with the operation of any information system that contains PHI.

## 2. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

The Business Associate shall not use or disclose any PHI except as permitted or required by the Contract or this Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity.

## 3. PERMITTED USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

The Business Associate may use or disclose PHI only for the following purpose(s):

- a. for the delivery of the services, program management, activities, or functions contracted for in the Contract; or
- b. for meeting contractual or legal obligations as established in any agreements between the parties evidencing their business relationship; or
- c. as permitted by HIPAA if such use or disclosure were made by the Covered Entity or otherwise required by applicable law, rule or regulation; or
- d. for use in the operations of the Business Associate as provided in paragraph 4 of this Agreement; or
- e. as otherwise authorized by the Covered Entity in writing; or

- f. data aggregation for the health care operations of the Covered Entity.

Note: For the purposes of the Contract and this Agreement, s. 51.30, Stats., and HFS 92, Wis. Admin. Code, contain provisions that are more stringent than the federal HIPAA statutes and regulations. The Business Associate may disclose PHI without prior written informed consent from the individual or his/her legal representative only to the Covered Entity, the individual or his/her legal representative, to the county staff of the county believed to be the county of responsibility, nursing facility staff of the facility to which the individual is seeking admission or is a current resident, and, if applicable, to the hospital staff where the individual currently is located on an inpatient basis.

#### 4. SAFEGUARDING AND MAINTENANCE OF PROTECTED HEALTH INFORMATION

- a. The Business Associate will develop, implement, maintain, and use:
  - (i) reasonable and appropriate administrative, technical, and physical safeguards to prevent improper use or disclosure of PHI, in any form or media; and,
  - (ii) reasonable and appropriate administrative, technical, and physical security measures that protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- b. The Business Associate will document PHI safeguards and security measures and agrees to provide the Covered Entity with access and review of this documentation if requested by the Covered Entity or an agent of the Covered Entity. Security measures employed by the Business Associate must be sufficient to ensure that the Covered Entity is compliant with the HIPAA privacy and security requirements for those covered services, activities, or functions performed on behalf of the Covered Entity on or before the date such requirements become effective.
- c. The Business Associate agrees to conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the Business Associate. The Business Associate and Covered Entity agree that all costs associated with performance of these activities will be the responsibility of the Business Associate unless the Covered Entity agrees to be responsible for some or all of the costs associated with the performance of these activities.

#### 5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS AND AGENTS OF THE BUSINESS ASSOCIATE

The Business Associate agrees to require any agent, including subcontractors, to whom the Business Associate provides PHI to comply with the same restrictions and conditions applicable to the Business Associate with respect to PHI. Business Associate further agrees to ensure that any agents or subcontractors, to whom the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions applicable to the Business Associate with respect to such information. This provision does not apply to the use or disclosure of PHI by subcontractors that provide health care treatment to individuals or to other persons or organizations that have entered into an Organized Health Care Arrangement (OHCA) as provided for under the provisions of HIPAA.

#### 6. ACCESS TO PROTECTED HEALTH INFORMATION

At the request of the Covered Entity, the Business Associate agrees to provide access to PHI held by the Business Associate that the Covered Entity has determined to be part of the Designated Record Sets of the programs covered by the Agreement. Access to PHI will be provided to the Covered Entity or to an Individual as directed by the Covered Entity to comply with applicable HIPAA requirements. The Covered Entity may delegate to the Business Associate responsibility for performing any or all obligations related to the Designated Record Set, including those activities required under HIPAA to permit an individual to exercise their HIPAA privacy rights.

#### 7. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI that the Covered Entity determines is included in the Designated Record Set held by the Business Associate. The Business Associate agrees to complete any amendment or correction to PHI in accordance with HIPAA requirements.

8. REPORTING OF INCIDENTS TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate agrees to inform the Covered Entity of any Incident covered by this Agreement within one (1) business day of becoming aware of such Incident. The Covered Entity, at its discretion, may require a written report. If a written report is requested by the Covered Entity, the Business Associate agrees to forward a written report to the Covered Entity not more than one (1) business day after such request is made. Written and verbal reports of Incidents will include:

- a. a complete description of the circumstances of the Incident;
- b. the name of persons assigned to review and investigate the Incident;
- c. a description of all PHI used or disclosed during the Incident;
- d. the names of persons and organizations involved in the Incident;
- e. the actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the Incident; and,
- f. a corrective action plan that includes steps the Business Associate has taken or will take to prevent future similar Incidents from occurring.

9. MITIGATING EFFECT OF UNAUTHORIZED DISCLOSURES OR MISUSE OF PROTECTED HEALTH INFORMATION

The Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to the Business Associate created by an improper use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement.

10. STATUTORY DUTY OF COVERED ENTITY TO REPORT MATERIAL BREACHES BY BUSINESS ASSOCIATE TO SECRETARY OF HEALTH AND HUMAN SERVICES (HHS)

Business Associate and Covered Entity agree that if the Business Associate engages in a pattern of activity or practice that constitutes a material breach or violation of this Agreement, and the Covered Entity becomes aware of such pattern or practice, the Covered Entity is required to take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are not successful and termination of the Contract is not feasible, the Covered Entity is required to report the problem to the Secretary of HHS.

11. TRACKING AND ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

- a. The Business Associate agrees to track disclosures of PHI as required by the applicable provisions of HIPAA and applicable Wisconsin State law. Specifically, the Business Associate agrees that it will maintain a record of all PHI disclosures made to third parties, except as provided for by the subsections to this paragraph below. The Business Associate agrees that the following information will be recorded:
  - (i) the date the PHI was disclosed;
  - (ii) the name and address, if known, of the person or entity that the PHI was disclosed to;
  - (iii) a brief description of the PHI disclosed; and
  - (iv) a brief statement describing the purpose for the disclosure.

- b. For repetitive disclosures that the Business Associate makes to the same person or entity for a single purpose, the Business Associate will provide:
  - (i) the disclosure information as specified in paragraph 13(a)(i-iv) of this Agreement for the first of such repetitive disclosures;
  - (ii) the frequency, periodicity or number of such repetitive disclosures; and
  - (iii) the date of the most recent of such repetitive disclosures.
- c. The Business Associate will make the record of disclosures available to the Covered Entity within one (1) business day after receiving a request by the Covered Entity.
- d. Exceptions from Disclosure Tracking.

The Business Associate is not required to track or record disclosures of PHI, or to provide an accounting of disclosures for PHI meeting the following conditions:

  - (i) disclosures of PHI that are permitted under this Agreement, or otherwise expressly authorized by the Covered Entity in writing; and
  - (ii) disclosures of PHI for the following:
    - (1) for purposes of treatment, payment or health care operations activity of the Covered Entity;
    - (2) in response to a request from an Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
    - (3) made to persons involved in health care or payment for health care of the Individual;
    - (4) for disaster relief notification purposes;
    - (5) for national security or intelligence purposes; or,
    - (6) to law enforcement officials or correctional institutions regarding Individuals in custodial situations.
- e. Agreement to Obtain Valid Authorization or Informed Written Consent Prior to Disclosure of PHI.

Business Associate agrees to obtain a valid authorization or informed written consent from the individual that is the subject of the PHI disclosure or a personal representative of such individual except for those exceptions listed in this Agreement or otherwise required by law.
- f. Disclosure Tracking Time Periods.

Business Associate agrees to maintain and make available to the Covered Entity upon its request information on disclosures of PHI made by the Business Associate for the six-year period preceding the request, but not including disclosures made prior to April 14, 2003, or the date that the Business Associate began performing covered services, activities, or functions on behalf of the Covered Entity, whichever is later.

## 12. ACCOUNTING TO THE COVERED ENTITY AND TO GOVERNMENT AGENCIES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity, or to the Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the Secretary or designee, for purposes of determining compliance by the Covered Entity with the requirements of HIPAA. Further, the Business Associate agrees to promptly notify the Covered Entity of communications with HHS regarding PHI and will provide the Covered Entity with copies of any PHI or other information the Business Associate has made available to HHS under this provision.

### 13. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate and Covered Entity agree that this Agreement becomes effective on \_\_\_\_\_.
- b. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity at its discretion, has the right to:
  - (i) exercise any of its rights to reports, access and inspection under this Agreement, and, or
  - (ii) require the Business Associate to conduct monitoring and reporting, as the Covered Entity determines reasonably necessary to maintain compliance with this Agreement; and, or
  - (iii) provide the Business Associate with a defined time period to cure the breach; or
  - (iv) terminate the Agreement in accordance with applicable state statutes.
- c. Before exercising any of these options, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

### 14. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity, in accordance with Section VIII. of the Contract, or if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The Business Associate agrees to ensure that this provision also applies to PHI in possession of subcontractors and agents of the Business Associate provided to the agent or subcontractor by the Business Associate. The Business Associate agrees that any original record or copy of PHI in any media is included in and covered by this provision, as are all original or copies of PHI provided to subcontractors or agents of the Business Associate by the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than sixty (60) calendar days after the effective date of termination of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all PHI has been completed. Business Associate agrees to extend the requirements of this provision to contracts entered into with subcontractors and agents that create, receive, or maintain PHI on behalf of the Business Associate.
- b. If the Business Associate believes that the return or destruction of PHI is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of PHI is not feasible, the Business Associate shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

### 15. MISCELLANEOUS PROVISIONS

- a. Automatic Amendment: This Agreement shall automatically incorporate any change or modification to HIPAA as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to HIPAA as required.
- b. Interpretation of Terms or Conditions of Agreement: Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with HIPAA.

- c. Submission of Compliance Plan: The Business Associate agrees that a HIPAA compliance plan may be requested by the Covered Entity. If requested by the Covered Entity, the Business Associate agrees to provide periodic reports of the progress of the compliance plan. Further, the Business Associate agrees that the plan and progress reports will comply with the requirements of the Covered Entity.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

\_\_\_\_\_  
Business Associate's Authorized Representative

Name:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Associate's Contract Administrator

Name:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Covered Entity's Authorized Representative

Name:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Covered Entity's Contract Administrator

Name:

Title:

\_\_\_\_\_  
Date