DEPARTMENT OF SOCIAL SERVICES	CLIENT SERVICE CONTRACT					DSHS Contract Number: Resulting From Solicitation Number: RFP 0913-343			
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.					Social	Program Contract Number: Contractor Contract Number:			
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)							
CONTRACTOR ADDRESS					WASHINGTON UNIFO BUSINESS IDENTIFIE		DSHS	NDEX NUMBER	
CONTRACTOR CONTACT CO		ONTRACTOF	TRACTOR TELEPHONE		CONTRACTOR FAX		CONTR	RACTOR E-MAIL ADDRESS	
DSHS ADMINISTRATION DSHS		SHS DIVISIO	N			DSHS CONTRACT CODE			
Medicaid Purchasing Divis Administration		<b>ivision of</b> H	sion of Healthcare Servic			7054XS-13			
DSHS CONTACT NAME AND TITLE			DSHS CONTACT ADDRESS						
RosaMaria Espinoza Program Manager			PO Box 45530 626 - 8th Ave. Olympia, WA 98504-5530						
DSHS CONTACT TELEPHONE		DSHS C	DSHS CONTACT FAX			DSHS CONTACT E-MAIL ADDRESS			
(360) 725-1721 Ext:		(360)	(360) 664-0261			rosamaria.espinoza@dshs.wa.gov			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? CFDA NUMBER(S)									
No			93.778						
CONTRACT START DATE		CONTR	CONTRACT END DATE			CONTRACT MAXIMUM AMOUNT			
12/16/2010			12/31/2012			Fee For Service			
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: Exhibits (specify): Exhibit A, Data Security; Exhibit B, Customer Service Center; Exhibit C, Client and Trip Eligibity Verification; Exhibit D, Transport Vehicle Standards; Exhibit E, Driver Standards and Expectations; Exhibit F, Transportation Performance Standards; Exhibit G, Subcontracts with Transportation Service Providers; Exhibit H, Policies and Procedures Manual; Exhibit I, Required Reports Used for NEMT Program Monitoring; Exhibit J, Performance Incentives and Penalties; Exhibit K, Broker Contact Information Form									
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.									
CONTRACTOR SIGNATURE			PRINTED NAME AND TITLE					DATE SIGNED	
DSHS SIGNATURE			PRINTED NAME AND TITLE					DATE SIGNED	

- **1. Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - i. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - j. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - k. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - I. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - m. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or

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sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://apps.leg.wa.gov/rcw/.

- n. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- p. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- q. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- r. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- s. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- t. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.
- **2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- **3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

## 4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

# 6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
  - (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
  - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

# Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

(5) Send paper documents containing Confidential Information via a Trusted System.

- (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, data shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Debarment Certification. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- **9. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- **10. Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- **11. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started

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before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 12. Order of Precedence. In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- **13. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 14. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- **15. Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- **16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

# Additional General Terms and Conditions – Client Service Contracts:

- **17. Advance Payment**. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- **18. Construction**. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
- **19. Contractor Certification Regarding Ethics**. The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
- **20. Health and Safety**. Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

#### 21. Indemnification and Hold Harmless.

a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any

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Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

- b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 22. Industrial Insurance Coverage. The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 23. Notice of Overpayment. If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
  - a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
  - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
  - d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

24. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or

remedies available under this Contract.

#### 25. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
  - (6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and
  - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <u>www.ojp.usdoj.gov/ocr/statutes.htm</u> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with either 2 CFR, Part 225 (OMB Circular

A-87) or 2 CFR, Part 230 (OMB Circular A-122).

- 26. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.
- 27. Termination for Default. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
  - a. Failed to meet or maintain any requirement for contracting with DSHS;
  - b. Failed to protect the health or safety of any DSHS client pursuant to Section 3, Health and Safety, of this Contract;
  - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
  - d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

- **28. Termination or Expiration Procedure**. The following terms and conditions apply upon Contract termination or expiration:
  - a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
  - b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
  - c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
  - d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
  - e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
  - f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.
- **29. Treatment of Client Property**. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property.

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The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

**30. Treatment of Property**. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

## 31. HIPAA Compliance.

- a. Definitions.
  - (1) "Business Associate" means the "Contractor", as used in this Contract and as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of client protected health information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
  - (2) "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.
  - (3) "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.
  - (4) "Electronic Protected Health Information (EPHI)" means protected health information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 162.103.
  - (5) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
  - (6) "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - (7) "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
  - (8) "Protected Health Information (PHI)" means information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium. 45 CFR 160.103. PHI does not include

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education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

- (9) "Use" includes the sharing, employment, application, utilization, examination, analysis, canonization or commingling of PHI with other information.
- b. Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA and its attendant regulations as promulgated by the U.S. Department of Health and Human Services, the Center for Medicare and Medicaid Services, the Office of the Inspector General, and the Office of Civil Rights.
- c. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of DSHS client PHI:
  - (1) Duty to Protect DSHS Client PHI. Business Associate shall protect PHI from, and shall establish appropriate safeguards to prevent, the unauthorized disclosure of PHI in accordance with the terms and conditions of this Contract and state and federal law, including any regulations governing the security of PHI and the transmission, storage or maintenance of electronic data that contains PHI, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
  - (2) Return of DSHS Client PHI. Business Associate shall, within ten (10) working days of termination or expiration of this Contract, in accordance with Contract Termination and Expiration Procedures, and at the discretion of Covered Entity, either return or destroy all PHI, including PHI in possession of third parties under contract to Business Associate. If return or destruction is infeasible, Business Associate shall protect such PHI and limit its further use and disclosure to those purposes that make return or destruction infeasible for as long as the PHI is within the Business Associate's possession and control, even after the termination or expiration of this Contract.
  - (3) Minimum Necessary Standard. Business Associate shall apply the HIPAA minimum necessary standard to any use or disclosure of DSHS client PHI necessary to achieve the purposes of this Contract. See, 45 CFR 164.514 (d)(2) through (d)(5).
  - (4) Disclosure as Part of the Provision of Services. Business Associate shall only use or disclose DSHS client PHI as required to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA.
  - (5) Impermissible Use or Disclosure of DSHS client PHI. Business Associate shall report to DSHS in writing all uses or disclosures of PHI not provided for by this Contract within one (1) working day of becoming aware of the unauthorized use or disclosure of the PHI. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.
  - (6) Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract. If termination is not feasible, DSHS will report the problem to the Secretary of the federal Department of Health and Human Services (Secretary).
  - (7) DSHS Notice of Requests for Disclosure. DSHS will notify Business Associate when DSHS

client PHI is requested from DSHS that has been previously provided to Business Associate by DSHS. The parties will jointly determine whether Business Associate has received a duplicate request or if Business Associate has the original or sole copy of the PHI.

- (8) Consent to Audit. Business Associate shall give reasonable access to DSHS client PHI, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary and/or to DSHS for use in determining DSHS' compliance with HIPAA privacy requirements.
- d. Individual Rights
  - (1) Accounting of Disclosures
    - (a) Business Associate shall document all disclosures of DSHS client PHI and information related to such disclosures.
    - (b) Within ten (10) working days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of DSHS client PHI. See, 45 C.F.R. 164.504 and 164.528.
    - (c) At the request of DSHS, Business Associate shall respond, in a timely manner and in accordance with HIPAA, to requests by Individuals for an accounting of disclosures of PHI.
    - (d) If any Individual asks Business Associate for an accounting of disclosures of DSHS client PHI, or for access to or amendment of PHI in a Designated Record Set, Business Associate shall within ten (10) working days forward the request to DSHS for response.
    - (e) Business Associate's record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested except for disclosures that occurred prior to the HIPAA compliance date for the Covered Entity.
  - (2) Amendment. If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526 (c)(3).
- e. Third Party Agreements. Business Associate shall enter into a written contract, that contains the same terms, restrictions, and conditions as the HIPAA Compliance provision in this Contract, with any agent, subcontractor, independent contractor, or other third party that has access to the DSHS client PHI accessible to Business Associate under the terms of this Contract.

## **Special Terms and Conditions**

- **1. Definitions Specific to Special Terms**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. <u>ACCT</u> The Agency Council on Coordinated Transportation as established under chapter 47.06B RCW.
  - b. ADA The Americans with Disabilities Act of 1990 including any and all updates.
  - c. <u>Administrative Costs</u> The Contractor's costs of operations not including expenses or payment to Transportation Providers or Subcontractors for direct services. When the Contractor operates a pool of volunteer drivers, the costs associated with the Contractor's volunteer management (e.g., volunteer recruitment, screening, training, etc.) are Administrative Costs. When the Contractor has expenses such as mailing, delivery of bus passes, tickets, and/or gas cards, such costs are Administrative Costs.
  - d. <u>Administrative Cost Per Trip</u> The Contractor's administrative costs divided by the number of trips billed by the Contractor.
  - e. Ambulance- A ground or air vehicle designed and used to provide transportation to the ill and injured; and to provide personnel, facilities, and equipment to treat clients before and during transportation; and licensed per RCW 18.73.140.
  - f. Appointment A meeting or engagement set for a specific time and place.
  - g. Board The Board of Directors of the Contractor.
  - h. <u>Broker/Brokerage</u> The Contractor for the term of this Contract. A broker is a neutral third party that arranges transportation access to covered medical services for eligible clients by contracting with transportation service providers in accordance with the Department's contract requirements. Brokers review requests for transportation to covered medical services, and pre-authorize the most cost-effective method which meets the clients' mobility status and personal capabilities. <u>CFR The Code of Federal Regulations</u>.
  - i. <u>Client(s)</u> Clients of the Department's Medicaid Purchasing Administration living in the designated service region who seek medically necessary nonemergency transportation services and who are eligible to receive services under this Contract. This includes those certified
    - (1) As eligible medical assistance clients by the Department's Economic Services Administration as clients.
    - (2) As eligible clients by the Division of Disability Determination Services (DDDS).
    - (3) Other groups when approved in writing by the MPA Transportation Program Manager.
  - j. <u>Client Associated Vehicle</u>—Vehicle owned by client, client's friend, or client's relative.
  - k. <u>Client Information</u> Information identifiable to any person including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, drivers license numbers, other identifying numbers, and any financial identifiers. Exchanges of client information are only allowed for the purpose of doing business outlined in this contract.

- I. <u>Contract Manager</u> The assigned manager of the Department's MPA Transportation Program Manager, successor or designee, and the manager's designees within the Division of Healthcare Services, Transportation Services Section.
- m. <u>Covered Services</u> Those services covered in WAC 388-501-0050 through 388-501-0065 in the NEMT portion of WAC 388-546 and included in the client's benefit services package; and/or as determined by DSHS.
- n. <u>Current Risk</u> The Contractor's determination that a driver or dispatcher may not perform work under this Contract in a safe, reliable or responsible manner, based on the information then available.
- o. <u>Database Script</u> The screening protocol to be consistently followed by the Broker to verify both the eligibility of the client to receive Medicaid medical services, and also the protocol to determine if the client is eligible to receive Medicaid transportation services.
- p. <u>DSHS or the Department</u> The State of Washington's Department of Social and Health Services and its employees and authorized agents.
- q. <u>Direct Service Costs</u> The expenses and payments made to Transportation Services Providers for services, including reimbursement to clients, for travel expenses and reimbursement to the Contractor's pool of volunteer drivers. The costs associated with a volunteer's mileage or reimbursement of other expenses are Direct Service Costs
- r. <u>Eligibility Data</u> client information supplied by the Department including Medicaid program coverage. Use and distribution of this information is limited to correctly authorize and provide transportation services under this contract.
- s. <u>Emergency</u> An emergency medical condition means the sudden onset of a medical condition (including labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
  - (1) Placing the patient's health in serious jeopardy;
  - (2) Serious impairment to bodily functions; or
  - (3) Serious dysfunctions of any bodily organ or part;
  - (4) As defined in WAC 388-500-0005.
- t. <u>Emergency Services</u> Medical services intended to meet an Emergency Need.
- u. <u>Escort</u> A person authorized by the transportation broker to be transported with a client to a healthcare service. An escort may be authorized depending on the client's age, mental state or capacity, safety requirements, mobility skills, communication skills, or cultural issues.
- <u>Extended stay</u> A period of time spanning seven days or longer for which a client(s) receives healthcare services outside of their local community and may request assistance with meals and or/lodging.
- w. <u>Family Member Any person who is related by birth, marriage to the client and/or DSHS employee</u>

## Special Terms and Conditions

or provider of services: a spouse, child (natural or legally adopted), grandmother, grandfather, grandchild, mother, father, sister, brother, cousin, niece, nephew, aunt, uncle, step relations and/or in-laws.

- x. <u>Group Subscription Trips</u> A group of clients who travel together, on a regular basis, to a consistent destination.
- y. <u>Guardian</u> A person who is legally responsible for a client and who may be required to be present when a client is receiving healthcare services.
- z. <u>Healthcare Provider</u> An institution, agency, or person who has a signed agreement with DSHS to furnish medical care, goods, and/or services to clients; and is eligible to receive payment from DSHS, as defined WAC 388-500-0005.
- aa. <u>HIPAA</u> The Health Insurance Portability and Accountability Act (see Special Terms and Conditions for relevant HIPAA information and requirements).
- bb. <u>Incidents</u> The occurrences and/or alleged occurrences that affect the health, safety, or rights of a client, including, but not limited to, accidents, sudden onset of serious illness, physical, emotional or verbal abuse, discrimination, other unlawful or actionable acts.
- cc. Insured A person or entity that is covered or protected by an insurance policy.
  - (1) Additional insured A person or entity that is covered by an insurance policy but is not the primary insured.
  - (2) Named insured A person or entity designated in an insurance policy as the one covered by the policy.
- dd. <u>Involuntary Treatment Act (ITA) Is generally understood to refer to portions of RCW 71.05</u>. Involuntary treatment may however occur pursuant to the provisions of chapter 10.77 RCW, chapter 71.05 RCW, chapter 71.06 RCW, chapter 71.34 RCW, transfer pursuant to RCW 72.68.031 through 72.68.037, or pursuant to court ordered evaluation and treatment pending a criminal trial or sentencing. Involuntary transportation is not a responsibility of the Contractor under this Contract.
- ee. <u>Limited English Proficient (LEP)</u> A limited ability or an inability to speak, read, or write English well enough to understand and communicate effectively in normal daily activities. The client decides whether he/she is limited in his/her ability to speak, read, or write English.
  - ff. Local community- The location in or nearest to the client's city or town of residence.
- gg. <u>Local healthcare provider</u> The provider, as defined in WAC 388-500-0005, within the client's local community who fulfills the requirements of the healthcare appointment. The provider may vary by medical specialty, the provider's acceptance of the departments' clients, and whether managed care, primary care case management or third party participation is involved.
- hh. Lodging and meals Temporary housing and meals in support of a client's out-of-area medical stay
- ii. <u>Lowest Cost</u> The least costly rate per type of trip, including dispatch charges, vehicle maintenance, etc.
- jj. Medicaid The federal aid Title XIX program under which medical care is provided to eligible

persons:

- (1) Categorically needy persons as defined in WAC 388-503-0310; or
- (2) Medically needy persons as defined in WAC 388-503-0320.
- kk. <u>Medical Assistance</u> A term which includes Medicaid, Children's Health Insurance Program, and state-only funded medical programs administered by the Medicaid Purchasing Administration.
- II. <u>MPA The Medicaid Purchasing Administration -</u> The cognizant administration of the Department that administers the Medicaid program.
- mm. <u>Medically Necessary</u> As defined by WAC 388-500-0005 (Medical Definitions) A term for describing requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent worsening of conditions in the client that endanger life, or cause suffering or pain, or result in an illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the client requesting the service.
- nn. <u>No-Show</u> The result of a DSHS client or Contract service provider not keeping an appointment and failing to cancel the appointment.
- oo. <u>Non-ambulance</u> A vehicle other than an ambulance. An ambulance is specifically designed, equipped, and used to transport the ill and injured, and to provide personnel, facilities, and equipment to treat patients before and during transportation.
- pp. Noncompliance or Noncompliant A client who:
  - (1) Fails to appear at the pick-up point of the trip at the scheduled pick-up time.
  - (2) Misuses or abuses DSHS-paid medical, transportation, or other services.
  - (3) Fails to comply with the rules, procedures, and/or policies of the department's transportation brokers, the brokers' subcontracted transportation providers, and healthcare service providers.
  - (4) Poses a direct threat to the health and/or safety of self or others.
  - (5) Engages in violent, seriously disruptive, or illegal conduct.
- qq. <u>Non-emergency Medical Transportation Services (NEMT) Brokerage Program</u> A transportation program established to cost-effectively provide non-emergency medical transportation services for individuals eligible for medical assistance under the Medicaid State Plan who need access to medical care or services, and have no other means of transportation. In Washington State NEMT services are administered by the Department's Medicaid Purchasing Administration.
- rr. <u>Per Trip Service Cost</u> Contractor's direct service costs, divided by the number of trips billed by the Contractor
- ss. <u>Pickup point or Origin</u> The location authorized by the department's transportation broker for the client's trip to begin.

- tt. <u>Program</u> Any distinct service unit of the department usually designated as a division or institution that designs, schedules, administers or plans the services.
- uu. <u>Program Manager</u> The assigned DSHS program manager, successor or designee, of the Transportation Services Program.
- vv. <u>ProviderOne –</u> the Department's provider payment system for healthcare or medical providers. NEMT payments are not scheduled to be paid through ProviderOne as of the contract start date but may be in the future. Eligibility data from this system along with other sources will be used by Contractors to verify eligibility for NEMT services.
- ww. <u>Return Trip</u> The return of the client to the client's residence, or another authorized drop-off point, from the location where a covered healthcare service has occurred.
- xx. <u>Routine Scheduled Trips Individual and Group Subscription Trips</u> Those trips that are advance reservation trips taken at least once a week by the same rider(s) to and from the same origin and destination, at the same time of day.
- yy. <u>RSN</u> A Regional Support Network contracted by the Department's Division of Behavioral Health and Recovery for the provision of mental health and related services.
- zz. <u>Scheduled Ambulance</u> A non-emergency trip provided by an ambulance, arranged in advance.
- aaa. <u>Scheduled Trips</u>-Those trips for which an individual calls no less than forty-eight (48) hours in advance of the trip to request other than Individual or Group Subscription Trips.
- bbb. <u>Service Region/Region</u> That portion or section of the State of Washington as identified in the Statement of Work for this Contract. May include border areas of other states contiguous with the State of Washington, if clients typically use approved medical services within the border area.
- ccc. <u>Service Mode</u> The method of transportation the Broker selects to use for the Department's clients.
- ddd. <u>Service Need</u> A client's need for a particular mode of transportation determined through assessment of that client's mental and physical capabilities. The client's access to appropriate transportation through other sources, than this Contract, must be considered when determining need for services.
- eee. <u>Short Stay</u> A period of time spanning one to six days for which a client(s) receives healthcare services outside of their local community and may request assistance with meals and or/lodging.
- fff. <u>Stretcher Car or Van</u> A vehicle that can legally transport a person who is in a prone or supine position who does not require medical attention en route.
- ggg. <u>Stretcher trip</u> A transportation service that requires a client to be transported in a prone or supine position without medical attention during the trip. This may be by stretcher, board, or gurney, or other appropriate device. Safety requirements must be the basis for transporting a client in the prone or supine position.
- hhh.<u>Subcontract</u> Any separate agreement or contract between the Contractor and an individual, or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

- iii. <u>Subcontractor</u> An individual, company, corporation, firm, or a combination thereof, or other entity with which the Contractor develops subcontracts.
- jjj. <u>Subrecipient</u> A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- kkk. <u>Total Average Cost Per Trip -</u> The total Contract expenditures divided by the number of trips performed by the Contractor. The total average cost per trip represents both Contractor's Administrative and Direct Service Costs on a per trip basis.
- III. <u>Transportation Provider</u> An individual or company under contract to a Broker, for the provision of trips.
- mmm. <u>Travel Time</u> The time spent by a client from that client's pick-up to their final destination including stops, delays, etc.
  - nnn. <u>Tribe</u> A federally recognized sovereign Indian nation located in Washington state and includes its designated subdivisions and agencies, officers, employees, and agents.
  - ooo. <u>Trip</u> Transportation one-way from the pickup point to the drop off point by an authorized transportation provider.
  - ppp. <u>Unscheduled Trips Same Day Individual Demand Response Trips</u> Those trips for which an individual requests a trip with less than forty-eight (48) hours or two (2) business days advance notice and/or outside of regular call intake hours. Unscheduled trips are limited to urgent care needs and first-time callers.
  - qqq. <u>Urgent Care</u> An unplanned appointment for a covered medical service with verification from an attending physician or facility that the client must be seen that day or the following day. Urgent care is differentiated from emergency care by the severity of symptoms and the need for immediate medical attention.
    - rrr. <u>Volunteer -</u> An individual not paid by time or salary who provides transportation for clients, usually with the volunteer's personally owned vehicle. Volunteers may be reimbursed for transportation-related costs, typically mileage charge and occasionally meal reimbursement, parking, tolls and ferry fees. The Broker or a subcontracted volunteer agency recruits and trains volunteers.
  - sss. <u>Wait Time</u> The duration of time from when a client must be ready to be transported, to when the client actually begins a trip.
  - ttt. <u>Will Call</u> Relates to the status of return trips which occur after a medical event. They are trips for which the time cannot be determined until the appointment has ended. Certain types of appointments tend to require Will Call trips due to inconsistent amount of time needed for successful completion.
- 2. **Purpose.** The purpose of this Contract is to provide transportation access to necessary nonemergency medical services for all eligible medical assistance clients who have no other available means of gaining access to these services. Pre-authorized access to covered medical services is provided by the most cost-effective method which meets the clients' mobility status and personal capabilities. For Title XIX Medicaid clients, Non-Emergency Medical Transportation services are

authorized under 42 CFR 440.170.

**3. Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### a. Service Region.

The Contractor shall:

- (1) Provide NEMT services in Service Region 3B which consists of Snohomish County. The Contractor shall provide Transportation and related services to all eligible clients living within the designated service region; to the extent these services are necessary to support access to authorized healthcare services.
- (2) Provide NEMT services to eligible clients of other service regions in response to requests from Contractors responsible for those service regions. Such requests shall be consistent with the intent of 3.b. below.
- (3) Ensure all trips provided outside of a client's local community meet the requirements as set forth in the NEMT portion of WAC Chapter 388-546, when required healthcare services are not available within the service region, or border cities designated by DSHS.
- (4) Coordinate out-of-state transportation requests with the DSHS Transportation Program Manager, or designee. Upon DSHS's authorization, the Contractor shall arrange destination and return trips out-of-state when DSHS has determined that required services are not available within the state or designated border cities.

## b. County of Residence.

The Contractor of the client's county of residence shall:

- (1) Arrange transportation from origin to destination, and return trips outside the contracted service region.
  - (a) If the client's travel requires an overnight stay, the Contractor for the service region of destination (where the healthcare provider is located) may arrange transportation if it is the most cost effective (lowest cost to DSHS) available transportation.
  - (b) For extended stays, the Contractor where the healthcare provider is located is responsible to provide transportation between the temporary lodging and the healthcare provider.
- (2) Maintain primary responsibility to arrange necessary travel expenses (meals and lodging) in coordination with the Contractor of the service region of destination. The Contractor shall ensure authorization for travel expenses meet the requirements as set forth in the NEMT portion of WAC Chapter 388-546.

## c. Administration.

The Contractor shall:

(1) Maintain a Customer Services Center, including key staff, in one of its contracted Service Regions consistent with the Contractor's proposal under RFP 0913-343.

- (2) Assume responsibility for all work performed under this Contract by:
  - (a) The Contractor's employees, officers, directors, agents, representatives and associates, and
  - (b) The subcontractors' employees who perform work under this Contract.
  - (c) The subcontracted transportation providers.

## d. Contractor Requirements.

The Contractor shall:

- (1) Maintain a Customer Service Center as set forth in Exhibit B.
- (2) Verify and document the eligibility of each client requesting and receiving a brokered transportation service as set forth in <u>Exhibit C.</u>
- (3) Verify and document that a healthcare service occurred for which DSHS paid to transport a client as set forth in <u>Exhibit C.</u>
- (4) Require that all vehicles used in the performance of this Contract, except client associated vehicle, meet or exceed the Transportation Vehicle Standards established in Exhibit D.
- (5) Ensure Driver Expectations are met as set forth in Exhibit E.
- (6) Comply with the Transportation Performance Standards established in Exhibit F.
- (7) Ensure that services available to clients are comparable to services the general public receives in the same locale as the client.
- (8) When denying or limiting a request for transportation, the Contractor must follow the guidelines of WAC 388-546. See <u>http://slc.leg/wa.gov/</u>. The Contractor must use a denial letter template that is furnished by DSHS or has been approved as to form by DSHS. The Contractor must provide to DSHS any discovery materials related to the denial/limitation decision, and must participate in the administrative hearings process as requested by DSHS.
- (9) Leverage and coordinate efforts with other funding sources and programs, including, but not limited to, local, county, state, federal, private, for-profit, and nonprofit entities, such as local Community Service Offices (CSOs), Transits, Agency Council for Coordinated Transportation (ACCT), Area Agencies on Aging (AAA), School Districts, Regional Support Networks (RSNs), Tribes, that are involved in special needs transportation.
- (10) Establish linkage with community programs to coordinate activities with existing programs serving the program population and to minimize or avoid duplicate efforts and fragmentation of services to mutual clients. These linkages may include referral protocols, or formal written coordination agreements with such programs.

## e. Subcontracting.

The Contractor shall:

(1) Develop a network of providers, using a fair and clear contracting process, through the use of

## **Special Terms and Conditions**

subcontracts that establishes a competitive marketplace with a variety of service providers for each mode of transportation.

- (2) Ensure all subcontracts are in writing and include, at a minimum, the terms and conditions set forth in <u>Exhibit G</u>.
- (3) Pay Subcontractors within ten (10) calendar days of receipt of reimbursement from DSHS, for allowed claims performed under this Contract.
- (4) Maintain and make available all documentation for review by DSHS staff on all subcontractors and subcontracts, including but not limited to each subcontractor's: business organizations, business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, and all other relevant documentation.
- (5) Develop and implement a monitoring plan to monitor subcontracted transportation providers to ensure compliance with the terms of their subcontracts.
- (6) Maintain documentation for review by DSHS staff on any subcontractor corrective action steps taken to ensure services provided are in compliance with this Contract.
- (7) Ensure compliance with requirements of employer liability, worker's compensation, unemployment insurance, social security, and any other Washington State and local taxes applicable to the Contractor's subcontractors.

#### f. Prohibitions.

The Contractor is subject to the requirements related to prohibitions on referrals and conflicts of interest as described at 42 CFR 440.170 (a)(4)(ii), and shall be liable for the full cost of services resulting from a prohibited referral or subcontract.

The Contractor is prohibited from:

- (1) Directly providing transportation services.
- (2) Making a referral or subcontracting to a transportation service provider if:
  - (a) The Contractor has a financial relationship with the transportation provider as defined at Sec. 411.354 (a) of chapter 42 CFR with transportation broker substituted for physician and nonemergency transportation substituted for DHS; or
  - (b) The Contractor has an immediate family member, as defined at Section 411.351 of chapter 42 CFR that has a direct or indirect financial relationship with the transportation provider, with the term transportation broker substituted for physician.
- (3) Withholding necessary transportation from a client for the purposes of financial gain, or any other purpose.
- (4) Authorizing transportation that is not the most appropriate and a cost effective means of transportation for a client for the purposes of financial gain, or for any other purposes.
- (5) Paying more for fixed route public transportation than the rate charged to the general public.

(6) Paying more for public paratransit services than the rate charged to other state human service agencies for comparable services if the Contractor is a governmental entity.

## g. Financial Reports and Audits.

#### (1) External Independent Audit:

The Contractor shall:

- (a) Procure and pay for an external annual audit to be performed by an independent entity. The minimum audit requirement shall be consistent with OMB Circular A-133.
- (b) Provide a complete unaltered copy of the independent audit to DSHS's Transportation Program Manager within thirty (30) days of receiving it.
- (c) Include any and all management letters, footnotes, findings, recommendations, and all other relevant materials, or additional materials as requested by DSHS.
- (d) Maintain all documentation and make all documentation required by this Contract available for audit purposes.

## (2) Internal Financial & Operating Report.

The Contractor shall:

- (a) Document all brokerage transportation activities and operations.
- (b) Submit a Financial and Operating Report to DSHS annually by March 31st. This report shall include, at a minimum the following information:
  - i. Total Administrative Costs broken into:
    - (A) Direct Cost Expenditures (broker manager, staff, salary, wages, compensation, bonuses, rent, etc.);
    - (B) Indirect Cost Expenditures (i.e., G & A);
    - (C) Certified copy of a Profit and Loss Statement, Balance Sheet and Income Statement, or equivalent for a 501(c) 3 or governmental entity.
    - (D) Transportation Program Goals and information on the suggested use of retained earnings.
  - ii. Total Direct Service Costs expenditures

## h. Information Requirements.

The Contractor shall:

 Establish written policies and procedures subject to DSHS review for the items outlined in <u>Exhibit H</u>.

- (2) Provide monitoring reports that document the activities of the Contractor and subcontracted transportation service providers as set forth in <u>Exhibit I</u>.
- (3) Establish and maintain a data tracking and utilization system capable of providing and reporting raw data similar to that set forth in DSHS RFP 0913-343, including amendments. The utilization data shall be delivered to DSHS by Secure File Transfer Protocol (SFTP) or other format as designated by DSHS. DSHS reserves the right to make adjustments to the data required for reports.
- (4) Maintain twenty-four (24) hour toll-free access to provide information on how to access transportation for urgent care on holidays, weekends, and after business hours.
- (5) Provide information to clients regarding how to properly access and use transportation resources in the Contractor's service region, including non-emergency medical transportation or volunteer transportation services. The provision of this information may also involve a training program preparing people to use the fixed-route public transit system. This information may be provided verbally or in writing.
- (6) Provide and maintain an internet website for clients and transportation service providers to access information pertaining to non-emergency medical transportation.
- (7) Provide interpreter services for clients who speak a primary language other than English during interactions with the Contractor's Customer Service Center.
- (8) Provide written translations of generally available materials including, at minimum, denial/limitation letters for clients that have Limited English Proficiency (LEP). These materials may be provided in English if the client's primary language is other than English but the client can understand English and is willing to receive the materials in English. The client's consent to receiving information and materials in English must be documented in the client's file.
- (9) Use a 6<sup>th</sup> grade reading level or less in all written communications to clients, except as otherwise required for legal notice.
- (10) Maintain a list of local ITA transportation providers.

## i. Incident Reporting.

The Contractor shall:

- (1) Document and provide to DSHS initial notification and any follow up using DSHS's electronic incident reporting system. If the electronic incident reporting system is unavailable, the Contractor shall utilize a DSHS-provided standardized form with instructions on how to submit.
- (2) Notify the DSHS Transportation Program Manager within one (1) hour of the Contractor being notified or becoming aware of an incident involving a client who is the alleged victim or perpetrator of any of the following events:
  - (a) An allegation of rape (Chapter 9A.44 RCW) or sexual assault (as defined in RCW 70.125.030).
  - (b) Any violent act as defined in RCW 71.05.020 and RCW 9.94A.030 or any homicide or attempted homicide as defined in RCW 9A.32.010 that results in an arrest with charges or

pending charges.

- (c) Any allegation of financial exploitation as defined in RCW 74.34.020.
- (d) Any suicide or death.
- (e) An assault by a Contracted or Subcontracted Staff member.
- (f) Any injury to a Contracted or subcontracted staff member as the result of an assault by a client that requires any level of medical intervention.
- (3) Notify the DSHS Transportation Program Manager, or designee, within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor.
- (4) Utilize professional judgment in reporting incidents that fall outside the scope of this Section, in addition to all incidents described above.
- (5) The Contractor shall inform all employees of the reporting requirements in RCW 26.44.030 and RCW 74.34.035 and ensure all such employees comply with the same reporting requirements applicable to DSHS employees. This requirement applies regardless of whether these laws would apply to the Contractor's employees absent this contractual requirement.
- (6) Provide additional information, when requested by DSHS, regarding efforts designed to prevent or lessen the possibility of future similar incidents.

## j. Vehicle Accident Reporting.

The Contractor shall:

- (1) Provide initial notification of vehicle accidents using the DSHS's electronic incident reporting system. If the electronic incident reporting system is unavailable, the Contractor shall utilize a DSHS-provided standardized form with instructions on how to submit.
- (2) Notify the DSHS Transportation Program Manager, or designee, within one (1) hour of the Contractor being notified, or the first hour of the next business day, of Vehicle Accidents involving the transport of DSHS clients, when the following occur:
  - (a) Personal injury; or
  - (b) Property damage in excess of two thousand dollars (\$2,000.00)

## k. Tribal Relationships.

The Contractor is encouraged to contract with Tribes to provide transportation services, as requested by any federally recognized tribe that resides within the Contractor's Service Region. DSHS shall provide support to the Contractor as requested in facilitating this requirement.

## (1) Billing and Payment Authorizations.

The Contractor may authorize the Tribe to schedule and provide trips for Tribal members without prior Contractor approval and bill the Contractor for payment after the trips are provided.

- (a) The Contractor is authorized by DSHS to:
  - i. Conduct a post-trip review to determine allowable trips upon receipt of a Tribal transportation bill.

An allowable trip must be for eligible Medicaid clients who are also Tribal members, or the immediate family of tribal members, and meet the same criteria established in ExhibitB, j.(1)(a)-(c).

- ii. Pay the Tribe for all allowable trips and associated costs following the post-review process.
- (b) Department Tribal Contracts. If DSHS contracts directly with a federally recognized Tribe to provide transportation services to eligible Tribal members in the Contractor's Service Region, the Contractor shall upon written request by DSHS:
  - i. Agree to accept, review, and process all Tribal transportation billings within its Service Region.
  - ii. Pay the Tribe the Contractor negotiated rate for all allowable trips and associated costs contained in the Tribal bill.
  - iii. Produce a monthly or quarterly summary report, relating only to Tribal Contracts, that details the payments, trips, modes and providers associated with Tribal transportation services.
  - iv. Provide an electronic or hard copy of each monthly report to the Tribe.
  - v. Include a copy of the monthly summary report with each billing it submits to DSHS that is related to Tribal payments for this Contract.

## 4. Consideration.

Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is up to \_\_\_\_\_\_\_ for administrative fees, including any and all expenses, and shall be based on the following:

- a. For the term of this contract the consideration has two components:
  - (1) Administrative Cost: The maximum administrative fees for the Contractor to provide the brokering services under this Contract is \_\_\_\_\_\_, payable in monthly amounts not to exceed a maximum administrative cost of \_\_\_\_\_.

The first monthly administrative payment will be for the month of January 2011.

- (2) **Service Costs:** The Contractor shall invoice DSHS the direct service costs (e.g., subcontractor payments or client reimbursement); no maximum stated.
- b. For this consideration, for the terms of this contract, the Contractor shall provide an average number of 21,275 trips per month (estimated range of 19,148 to 23,403 trips per month). The Contractor shall provide the services consistent with all terms and conditions of this contract.

- c. The Contractor shall monitor expenditures against the following average costs per trip:
  - (1) Administrative Cost per Trip (average) of \_\_\_\_\_.
  - (2) Service Cost per Trip (average goal) of \_\_\_\_\_.
- d. If the Contractor exceeds these average costs per trip, DSHS may require the Contractor to develop an operational plan to reduce average costs per trip.

#### e. Administrative Costs Negotiations.

- (1) Renegotiation of the Contractor's Maximum Administrative Costs for Transportation Services may occur, if there is a consecutive three-month period change in the number of monthly trips by plus or minus ten percent (10%) from the reported trips per month goal stated in Section 3.a.
- (2) The party seeking to negotiate an adjustment between the Contractor's Maximum Administrative Costs must submit a written request to the other party.
  - (a) When the Contractor requests such an increase in Administrative Costs, the Contractor shall:
    - i. Submit the request in writing to the DSHS Transportation Program Manager
    - ii. Provide documentation in writing to justify the request
  - (b) When DSHS requests a decrease in Administrative Costs, DSHS shall:
    - i. Submit the written proposal to the Contractor
    - ii. Provide justification in writing to the Contractor
    - iii. Request additional documentation for review if needed
    - iv. Notify the Contractor in writing of the:
      - (A) Decision and rationale.
      - (B) Maximum change allowed and/or the Administrative amount approved.
- (3) An Administrative Costs Change approved by DSHS shall be made as an amendment to this Contract.

## 5. Billing and Payment.

#### a. Invoice System.

The Contractor shall:

- (1) Submit accurate and completed invoices using State Form A-19-1A Invoice Voucher, or such other form as designated by DSHS, no more frequently than monthly, by the twentieth (20) calendar day following the month in which the transportation services were provided.
- (2) Submit invoices electronically, or in the format designated by DSHS to the

## **Special Terms and Conditions**

Transportation Services Program Claims Billing Analyst DSHS, Division of Healthcare Services PO Box 45530 Olympia, WA. 98504-5530

The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 3a, Consideration, of this Contract.

- (3) Organize the invoices based on DSHS's programs whose services the client received.
- (4) Grant the Subcontractor sixty (60) additional calendar days to resubmit the bill when the Contractor returns a bill to a Subcontractor for clarification or backup documentation.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Transportation Services Program Claims Billing Analyst of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

#### c. Unallowable Claims.

DSHS shall deny any claims submitted for payment for any of the following reasons:

- (1) The individual transported was not an eligible client.
- (2) The services received were not covered by the client's medical program benefit services package.
- (3) The client's medical program does not have a benefit for non-emergency medical transportation.
- (4) The facility or provider that provided care to the transported eligible client was not an eligible provider as established in <u>Exhibit B</u>.

#### d. Timeliness.

- (1) The Contractor shall submit all invoices for reimbursement to DSHS within ninety (90) calendar days of the date on which the invoiced services were provided.
- (2) DSHS shall:
  - (a) Pay all invoices submitted more than ninety (90) calendar days after date-of-service only if DSHS determines good cause existed for the late submission.
  - (b) Review payments to determine whether the Contractor is in compliance with the service cost per trip goal stated in this Contract.
- e. **Staff Travel.** DSHS considers reimbursement to the Contractor for costs incurred by the Contractor's agents, employees, directors, and officers in the performance of this Contract as

administrative payments made to the Contractor. DSHS shall not make any additional payments for costs related to Contractor staff travel.

## 6. Insurance

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

k. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

# 7. Disputes.

a. Requesting dispute resolution:

The request for contract dispute resolution by either party shall:

- (1) Be submitted to the DSHS Medicaid Purchasing Administration in writing and include the Contractor's name, address and the Department's contract number;
- (2) Be sent by certified mail or other method providing a signed receipt to the sender to prove delivery to and receipt by Medicaid Purchasing Administration, to the following address

Assistant Director Division of Rates and Finance Medicaid Purchasing Administration PO Box 45500 Olympia, Washington 98504-5500

- (3) Be received by the Assistant Director, Division of Rates and Finance no later than twenty-eight (28) calendar days after the contract expiration or termination.
- (4) Identify in writing the spokesperson for the Contractor, if other than the Contractor's signatory.
- b. Content of the dispute request:

The party requesting a dispute resolution shall submit a statement that:

- (1) Identifies the issue(s) in dispute
- (2) Identifies the relative positions of the parties
- (3) Requests resolution through the current HRSA process
- c. Action on the request:
  - (1) Medicaid Purchasing Administration shall notify the non-requesting party that the request has

been made, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.

- (2) The Contractor shall provide pertinent information as requested by the person assigned to resolve the dispute.
- d. Contractor and the DSHS Medicaid Purchasing Administration agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

## 8. Force Majeure.

- a. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure.
- b. If the Contractor is prevented from performing any of its obligations under this Contract in whole or in part as a result of a force majeure, the Contractor shall:
  - (1) Provide within twelve (12) hours of such event, telephonic, facsimile, or electronic mail notification to the DSHS Transportation Service Program Manager.
  - (2) Provide written notification within forty-eight (48) hours to the DSHS Transportation Service Program Manager:
    - (a) Documenting the force majeure to the satisfaction of both the DSHS Transportation Service Program Manager, and
    - (b) Providing an estimated date for resumption of full performance;
  - (3) Commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance.
- c. DSHS reserves the right to terminate this Contract for reasons other than default during the period of events set forth above, or for default, if such default occurred prior to such event, and Contractor shall have no recourse against DSHS.

#### Exhibit A – Data Security Requirements

- **1. Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the data will be protected by:
  - a. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
  - b. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
- 2. **Protection of Data.** The contractor agrees to store data on one or more of the following media and protect the data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in <u>Section 4. Data Disposition</u> may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons

have access.

- f. Access via remote terminal/workstation over the State Governmental Network (SGN). Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- g. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

#### h. Data storage on portable devices or media.

- (1) DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:
  - (a) Encrypt the data with a key length of at least 128 bits
  - (b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
  - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically protect the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
- (e) Using check-in/check-out procedures when they are shared, and
- (f) Taking frequent inventories
- (2) When being transported outside of a secure area, portable devices and media with confidential DSHS data must be under the physical control of contractor staff with authorization to access the data.
- (3) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

## 3. Data Segregation.

- a. DSHS data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the contractor, all DSHS data can be identified for return or destruction. It also aids in determining whether DSHS data has or may have been compromised in the event of a security breach.
- b. DSHS data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. Or,
- c. DSHS data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS data. Or,
- d. DSHS data will be stored in a database which will contain no non-DSHS data. Or,
- e. DSHS data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, DSHS data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS data from non-DSHS data, then both the DSHS data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
- 4. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in 2.b above, data shall be returned to DSHS or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single
Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	character data, or
	Degaussing sufficiently to ensure that the data cannot be reconstructed, or
	Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared data must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery.

6. Data shared with Sub-contractors. If DSHS data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the contractor cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B

## BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION STATEMENT OF WORK

# **Customer Service Center**

## 1. OVERVIEW

The Contractor shall

- a. Receive and process all requests for non-emergency medical transportation services for DSHS's clients.
- b. Manage overall day-to-day operations necessary for the delivery of cost-efficient, appropriate nonemergency medical transportation services.
- c. Maintain appropriate records and systems of accountability to report to DSHS.
- d. Meet the minimum federal requirements, as defined in 42C.F.R. § 440.170, for provision of transportation services, as well as applicable Department rules.

## 2. CUSTOMER SERVICE REQUIREMENTS

The Contractor shall:

- a. Provide a toll free number for scheduling medically necessary transportation. A local telephone number may also be provided for those clients within the local calling area.
- b. Provide customer services that are professional, prompt, courteous, customer-friendly, and responsive to clients.
- c. Promptly answer telephone calls placed to the Contractor's Customer Service Center during normal business hours, from Monday through Friday, eight (8) hours a day. The Contractor may need to surpass these minimums in order to assure adherence to service standards.
- d. Accept trip requests by phone and facsimile transmission, and may accept trip requests by secure online website or other secured electronic means that meet the security requirements as established by DSHS.
- e. Give DSHS written notice of any requested day(s) of closure at least thirty (30) calendars prior to the requested day of closure. DSHS reserves the right to deny these requests.
- f. The Contractor may:
  - (1) Close the Customer Service Center in observance of the following ten (10) Washington State observed legal holidays as defined by RCW 1.16.050: New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, and Christmas Day.
  - (2) Use a phone answering machine or electronic voice mail as options to the client; however,
clients shall be given the option of staying in a queue to reach a staff person.

- (3) Utilize an automated pre-appointment call-out system (i.e. a system that automatically reminds clients of their upcoming scheduled trips).
- g. Emergencies

The Contractor shall:

- (1) Not authorize emergency transportation.
- (2) Ensure clients in an emergency are directed to the appropriate emergency resources
- (3) Refer emergency calls to 911, or an ambulance, as necessary.
- (4) Maintain local referral sources with whom to discuss emergency situations, such as a local emergency management department or local Medic-One resource(s).

#### h. Staffing

- (1) Have diverse staff representative of, or consistent with, the demographic (including client language & ethnicity) pattern of the Service Region to the extent practicable.
- (2) Have personnel policies that conform to all federal, Washington State, and local statutes and ordinances.
- (3) Ensure clients can request a review of a decision on transportation services by one of the key personnel. This requirement must be written, and included in the policies and procedures manual.
- (4) Establish and maintain a client ombudsperson position or a properly trained staff person whose responsibility is to resolve client complaints. The Contractor shall provide the ombudsperson's contact information to DSHS's Transportation Program Manager upon the initial establishment of the position and upon any changes to the position thereafter.
- (5) Remove any of the Contractor's employees from contact with clients when the Contractor determines that:
  - (a) The employee is not handling calls or scheduling trips in accordance with the performance standards of this contract, or
  - (b) Prior sanctions levied against the employee have not resulted in improved performance.
- (6) Maintain and send to DSHS's transportation staff upon request a list of current Contractor employees assigned to the performance of this Contract, including employee names, titles, supervisory relationships, and an organizational chart.
- (7) Provide staff to ensure that services to persons who are hearing impaired are comparable to services available to clients who are not hearing impaired. This may include use of the Washington State Relay or TDD equipment.

- (8) Train customer service representatives in the area of dispute resolution.
- i. Trip Request

The Contractor shall:

- (1) Respond to transportation inquiries and requests made by DSHS's clients and guardians, parents of minor clients residing in the Contractor's Service Region, Department approved providers, and other Washington Non-Emergency Medical Transportation Contractors.
- (2) Accept and process requests for trips when requested at least two business days in advance for a regularly scheduled trip when:
  - (a) Requested Monday through Friday, excluding holidays, and
  - (b) Up to fourteen (14) days in advance of the scheduled trip.
- (3) Accept and process requests for trips when requested with less than two business days notice for an unscheduled trip when requested by a client in need of urgent care or a first-time caller.
- j. Trip Authorizations.

- (1) Schedule transportation services to be provided through subcontractors when the Contractor has determined that:
  - (a) The individual requesting transportation services, or for whom transportation services are being requested, is an eligible client;
  - (b) The healthcare service meets the requirements as established in WAC 388-501-0050 through 501-0065 and the NEMT portion of Chapter WAC 546 and is included in the client's benefit services package; and/or as determined by DSHS; and
  - (c) The medical professional who will provide care to the eligible client:
    - i. Is an enrolled participating medical provider with DSHS as established in WAC 388-502-0010.
    - ii. Is an enrolled participating provider with a DSHS Managed Care plan.
    - iii. Is authorized by the state contracted Regional Support Network to provide covered mental health services.
    - iv. Is a certified Chemical Dependency Provider.
    - v. Is an enrolled participating Medicare provider.
    - vi. Is a provider in the network covered by the client's primary insurance where there is third party insurance.
    - vii. Is a provider performing services paid for by a third party, Veterans Administration (V.A.)

Shriner's, charitable or other voluntary program.

- viii. Has not had their Medicaid Core Provider Agreement terminated by DSHS.
- (2) Not transport clients for Involuntary Treatment Act (ITA) admissions.
- k. Selection of Mode of Transportation

- (1) Ensure that client resources and/or lowest cost resources are used first, based on each client's mobility status and personal capabilities. This includes public transit systems, volunteers, client mileage reimbursement, gas vouchers, or other low-cost means of transportation.
- (2) Document reasons for not using the lowest cost provider or services in the assigned Service Region.
- (3) Document in the client's file a client's transportation needs based upon their mobility status and personal capabilities including notations identifying when staff need to contact a supervisor or lead worker when a challenging client (e.g. client that is confused, has dementia, or challenging behavior) contacts the center.
- (4) Develop a "shared ride" rate structure for multi-passenger grouped trips that assures the possibility of a lesser fee for all additional passengers.
- (5) Establish a method of effectively identifying, scheduling, and coordinating standing orders or recurring trips.
- (6) Make available a variety of modes of client transportation, including
  - (a) Bus passes, tickets or fares;
  - (b) Grouped or shared-ride vehicle;
  - (c) Travel expenses for client associated vehicles (i.e. mileage reimbursement, gas voucher(s), or gas cards) at the limits set by the DSHS Transportation Program Manager, or successor;
  - (d) Volunteer drivers;
  - (e) Tickets, such as commercial ground, rail, and air;
  - (f) Tickets through common carriers, such as airport shuttles, charter buses, and intercity buses;
  - (g) Wheelchair van;
  - (h) Taxi;
  - (i) Ferries or water taxi;
  - (j) Other Transportation Expenses:

- i. Lodging and meals.
- ii. Pharmacy Access Services (State Funded prescription delivery)
- iii. Parking;
- iv. Tolls;
- (7) Ensure each driver of a Client Associated Vehicle has the following and provides the Contractor with legible copies of the following:
  - (a) A valid driver's license
  - (b) Current vehicle registration
  - (c) Current proof of insurance for the vehicle/operator
  - (d) Additional documents for client associated and volunteer vehicles when reimbursement is requested:
    - i. Mileage records
    - ii. Gas vouchers
    - iii. Parking expenses
    - iv. Tolls
    - v. Ferries
- I. Attendants, Escorts, Guardians

The Contractor may arrange and purchase appropriate travel if a client needs an attendant, escort or guardian to accompany them on a specific trip for purposes of health & safety.

The Contractor shall not:

- (1) Authorize or pay for a client's trip if an attendant, escort or guardian is needed and such a person is not available to travel with the client.
- (2) Pay the wages or salary of an attendant or escort without the written authorization of DSHS.
- (3) Be responsible to provide an attendant or escort, if the medical facility or caregiver has the legal responsibility to provide an attendant or escort.
- (4) Pay the wages of a guardian.
- m. Drivers' Assistants.

The Contractor may:

(1) Pay for Drivers' Assistant(s) on trips when a client's medical facility or caregiver does not have the legal responsibility to provide an attendant or escort.

- (2) Authorize the use of Drivers' Assistants to transport bariatric clients as necessary.
- n. Daily Computerized Trip Log.

The Contractor shall:

- (1) Establish and maintain a daily computerized trip log that documents trips requested for clients to and from approved healthcare services, and that justifies the expenditures of transportation resources. The daily computerized trip log shall include at a minimum, the following:
  - (a) Client or Requester name (both if different);
  - (b) Date and time of contact or request;
  - (c) Date and time for the provision of the requested transportation;
  - (d) Pick-up location;
  - (e) Destination;
  - (f) client's county of residence;
  - (g) Each client's ProviderOne client Number;
  - (h) Each client's mobility status;
  - (i) Each client's personal capabilities. This does not usually mean diagnosis, procedure or treatment codes;
  - (j) Availability of other transportation resources;
  - (k) Approval or denial of transportation;
  - (I) Level of transportation approved, if appropriate;
  - (m) Justification of level of transportation and cost authorized;
  - (n) Name of Contractor's staff approving or denying request;
  - (o) Assigned provider of transportation; and
  - (p) Coverage status of medical event(s).

#### 3. CUSTOMER SERVICES CENTER PERFORMANCE STANDARD

The Contractor shall:

a. Answer within three (3) minutes eighty percent (80%) of all incoming phone calls during the Contractor's normal business hours including hearing-impaired system calls, measured on a monthly basis. The Contractor shall not include calls received by facsimile in this standard. The Contractor's phone system shall have the capability to measure all data elements required in the reporting requirements section of Exhibit I.

b. Ensure the average queue time for a system to assist Deaf/hearing impaired clients, such as Washington State Relay or TDD, does not exceed three (3) minutes.

# Exhibit C

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

# STATEMENT OF WORK

# Client and Trip Eligibility Verification

#### 1. **Pre-trip Review and Verification**

The Contractor shall:

- a. Verify the eligibility of each client requesting brokered transportation and the medical eligibility of each trip by reviewing the client's eligibility to receive transportation services provided under this Contract by requiring one of the following:
  - (1) Presentation of a valid client services card
  - (2) Verification from eligibility files supplied by DSHS
  - (3) Other appropriate sources, such as:
    - (a) Medical Eligibility Verification (MEV) or successor
    - (b) When available, through the Internet, web portal, or "swipe card" systems
  - (4) Documentation from any authorized DSHS representative
  - (5) Documentation from DSHS's contracted programs and agencies
- b. Perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the service provider on a minimum of 10 percent (10%) of scheduled trips prior to transportation services being provided.

# 2. Transportation Needs.

- a. Verify that the client needs transportation services through use of an "electronic template" (database script) which guides the process as an integral part of receiving a call from the client. The Contractor shall submit a copy of the electronic template or database script to the DSHS Transportation Program Manager, or designee, within 10 working days of contract execution. The transportation needs test shall include at a minimum:
  - (1) Verification from the requesting client that they have no other available means of transportation to/from healthcare services.
  - (2) Verification that the transportation is not covered by other programs or funding.
  - (3) Verification that the healthcare services to be provided during the appointment are covered by

the client's benefit services package.

- (4) Verification that the requested transportation is to/from a local provider of covered services unless otherwise exempted or dictated by DSHS's rules or policy.
- (5) Verification that the transportation that may be authorized is provided to and from a service destination identified and covered by DSHS/MPA. Contractors shall receive technical assistance on specific programs and covered services.

# 3. **Post-trip Review and Verification.**

- a. Perform and document a post trip verification review on a minimum of ten percent (10%) of trips and include problem areas such as after-hours transportation.
- b. Verify that "routine trips" are for legitimate medical services in a manner that:
  - (1) Is consistent with Exhibit K, Transportation Services: Verification form; and
  - (2) Asks for only minimally necessary information to accomplish each verification.

# Exhibit D

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

# STATEMENT OF WORK

# Transport Vehicle Standards

The Contractor shall ensure that clients receive brokered transportation services that are safe and reliable. The Contractor shall ensure all vehicles and components used for the performance under this Contract meet or exceed the standards in this exhibit.

The Contractor shall:

- **1.** Require that all vehicles used in the transport of clients, except privately owned, meet or exceed the following regulations and safety standards, including their successors:
  - a. Licensing requirements of the Washington Department of Licensing (DOL);
  - b. Requirements of the Washington Utilities and Transportation Commission (WUTC);
  - c. State and federal safety standards; including safety belt use requirements and exemptions as established in RCW 46.61.688;
  - d. Regulations of the Americans with Disabilities Act (ADA);
  - e. Contract requirements.
- 2. Require that vehicles which fail to meet the standards:
  - a. Be immediately removed from service; and
  - b. Be re-inspected before they are eligible to be used to provide transportation services for clients under this Contract, for the specific mode for which they were removed.

#### 3. Vehicle Inspections

- a. Supply DSHS with a preliminary schedule of inspections within the first thirty-days of this Contract's start date, and then each February 1<sup>st</sup> thereafter, using a format approved by DSHS.
- b. Inspect all vehicles, except those that are Client Associated Vehicles, to ensure that all regulatory requirements are met prior to their initial use under this Contract.
- c. Perform annual inspections thereafter on ten percent (10%) of the vehicles of each provider, and rotate the vehicle inspections of the provider's fleet each year.
- d. Inspect the remainder of the fleet if during the course of the inspection more than five percent (5%) of the inspected vehicles in a service provider's fleet do not meet regulatory requirements

- e. Perform annual unannounced random inspections on a minimum of ten percent (10%) of the vehicles of each service provider.
  - (1) Inspect the remainder of the fleet if more than five percent (5%) of the inspected vehicles in a service provider's fleet do not meet regulatory requirements.
  - (2) Multiple complaints (see f below) received against a service provider during a sixty day (60) period shall also initiate unannounced random inspections.
- f. Remove immediately vehicles not passing inspections. Each vehicle shall be re-inspected before it is eligible to return to service.
- g. Confirm the condition of a vehicle(s) if a client or a healthcare facility complains about the condition of a specific vehicle(s). Vehicles found deficient shall be immediately removed from performing services under this Contract, and shall remain so until deficiencies are corrected and the vehicle(s) is re-inspected. The Contractor must determine if the vehicle is eligible to return to service.
- h. Document inspections completed by other agencies. Inspections completed by other agencies will suffice as long as the Contractor has access to the inspection reports and the standards set forth in this Contract are met or exceeded.
- **4. Vehicle Requirements.** All vehicles used in the performance of this Contract, except client associated and transit, shall meet or exceed the following requirements, and at a minimum shall have:
  - a. A two-way communication system (two-way radio or cell phone are acceptable) linking all vehicles used in delivering the services under this Contract with the transportation provider's major place of business (dispatcher).
    - (1) The two-way communication system shall be used in such a manner as to facilitate communication and minimize the time in which out-of-service vehicles can be replaced or repaired.
    - (2) A vehicle with an inoperative two-way communication system shall be placed out-of-service until the system is repaired or replaced.
    - (3) Two-way communication devices, including hands-free, utilized in the performance of this Contract shall be utilized in accordance with RCW 46.61.667.
  - b. Climate control systems adequate for the heating and ventilation needs of both driver and passengers. Any vehicle with a non-functioning climate control system shall be placed out-of-service until repaired.
  - c. Functioning, clean, and accessible seat belts for each passenger seat position. Seat belts shall be stored off the floor when not in use. The Contractor shall identify providers that have seatbelt extenders, and shall assure an effort is made to arrange for vehicles with seatbelt extenders when requested by clients.
  - d. Functioning door handles on all doors.
  - e. An accurate speedometer and odometer.
  - f. Functioning interior light(s) within the passenger compartment.

- g. Adequate sidewall and ceiling coverings.
- h. Two exterior side view mirrors, one on each side of the vehicle.
- i. One interior mirror for monitoring the passenger compartment.
- j. Clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle.
- k. Clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and free of dirt, oil, grease or litter.
- I. The transportation provider's name and vehicle number prominently displayed.
- m. A bottom seat cushion for each seat.
- n. Devices in place to secure wheelchairs or other personal mobility devices.
- o. Capability of securing child safety seats that meet applicable state and federal guidelines as may be required by State or Federal law.

#### 5. Scent-Free Vehicles

- a. Ensure an effort is made to arrange for scent-free vehicles for every transport mode when requested by client(s).
- b. Encourage providers to reduce smoke residue in vehicles.

# Exhibit E

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

#### STATEMENT OF WORK

#### **Driver Standards and Expectations**

#### 1. Driver Standards.

The Contractor shall ensure that all drivers:

- a. Act in a professional manner at all times, and are appropriately licensed, qualified, competent, and courteous.
- b. Protect client confidentiality, avoid offensive language/topics, maintain an appropriate professional relationship, and treat clients with respect.
- c. Wear, or have visible, easy-to-read proper company identification.
- d. Be clean and maintain a neat appearance at all times.
- e. Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle. This shall apply to all commercial drivers.
- f. Provide assistance as necessary to or from the main door of the place of destination.
- g. Identify and announce their presence at the specified pick-up location. If a curbside pick-up is not apparent or appropriate drivers shall announce their presence to facility staff.
- h. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the client's condition or if requested.
- i. Confirm, prior to allowing any vehicle to proceed that:
  - (1) Passengers are properly secured by their seat belts
  - (2) Wheelchairs are properly secured to the vehicle
  - (3) Passengers in wheelchairs are properly secured in their chairs
- j. Provide an appropriate level of assistance to clients when requested, as noted in the client's file, or when necessitated by the client's mobility status and personal condition, including:
  - (1) Curb-to-curb
  - (2) Door-to-door
  - (3) Door-through-door
    - (a) For residences, this applies to the exterior door of the residence

- (b) For healthcare facilities, this applies to the street level main reception desk of the facility
- (4) Hand-to-hand
- (5) Passage up and down outside stairs, without placing the client or driver's personal health and safety in danger
- k. Provide support and direction to passengers as required by the client's mobility status and physical condition, such as:
  - (1) Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift
  - (2) Stowage by the driver of mobility aids and folding wheelchairs

#### 2. Prohibitions.

The Contractor shall require drivers or driver's assistants shall not:

- a. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity.
- b. Respond to or encourage a passenger's sexually implicit or explicit comments, or solicitation of sexual favors, or attempted engagement in sexual activity.
- c. Solicit or accept controlled substances, alcohol, or medications from clients or passengers.
- d. Solicit or accept money or other items of value from clients or passengers.
- e. Use alcohol, narcotics, or controlled substances, or be under their influence while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:
  - (1) The subcontractor has written documentation from a medical provider licensed to prescribe that the driver's current prescribed medication(s) and other substances which have the potential to adversely affect job performance will not impact the ability of the driver.
  - (2) The drivers' duties can still be performed in a safe manner.
- f. Eat food or consume any beverage, other than water in a closed container, while operating the vehicle or while involved in client assistance.
- g. Give food or beverages to clients.
- h. Smoke in the vehicle when clients are present. The no-smoking rule also applies to all passengers, including clients who smoke. To the extent possible drivers shall ensure no smoking in the vehicle for a minimum of fifteen (15) minutes prior to picking up a client under this contract.
- i. Wear any type of headphones while on duty.
- j. Be responsible for passenger's personal items.
- k. Operate a moving motor vehicle while holding a wireless communication device subject to the

requirements established by RCW 46.61.667.

- I. Attempt to influence or restrain clients, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.
- m. Attempt to influence clients, their families/guardians, or medical providers to obtain additional business.

# 3. Driver Qualifications, Expectations and Training.

The Contractor shall ensure that:

- a. Drivers have a valid driver's license, ADR (Abstract of Driving Record) and insurance before providing client services.
- b. A fingerprint level of criminal history background check is performed through the Washington State Patrol and a FBI level background check process has been initiated for all drivers and volunteers prior to their performance of services under this contract, and annually thereafter.
- c. The RCW 43.43.830, Background Checks, has been consulted prior to the performance of this Contract. It can be accessed at http://slc.leg.wa.gov/, or successor, and local regulations if any, for disqualifying convictions. The DSHS Secretary's List of Crimes and Negative Actions has been reviewed before allowing a driver to provide medically necessary transportation services to a DSHS client. The DSHS Secretary's List can be accessed at <u>http://www.dshs.wa.gov/msa/bccu/BCCUcrimesList.htm</u>
- d. Commercial drivers performing work under this Contract are trained in:
  - (1) The proper installation of child safety seats.
  - (2) The use of child safety seats, both those with the vehicle and others, in case the child's parent or guardian supplies a child safety seat.
- e. Each driver performing services under this contract receives the following recommended training in addition to the required training:
  - (1) Cardio-pulmonary resuscitation (CPR)/First Aid;
  - (2) Passenger assistance training, such as ADAPT or PAT;
  - (3) Fire suppression;
  - (4) Defensive driving.
  - (5) Have ready access to all documents listed in this Section of this Exhibit.
- f. Any driver or dispatcher is prohibited from providing or facilitating any service under this Contract if there is any indication that the driver or dispatcher may pose a risk to DSHS clients.

# 4. Driver Complaints.

If the Contractor or the transportation provider receives complaints regarding a particular driver and it is

determined that the driver may pose an imminent risk to clients, the Contractor shall:

- a. Direct the subcontractor to immediately remove that driver from transporting clients, pending further review.
- b. Investigate the matter further, to determine the level of risk, if any, to clients posed by that driver.
- c. Determine further steps to be taken, which may include:
  - (1) Further Driver training
  - (2) Selective assignments so that the Driver poses a lower risk to clients
  - (3) Temporary suspension
  - (4) Permanent suspension from driving clients
  - (5) Referral to civil authorities, such as licensing or law enforcement as necessary
- d. Require the subcontractor to temporarily or permanently remove the driver from performing any services under this Contract, if the Contractor determines that the subcontractor's actions or lack of actions pose a risk to clients.

#### 5. Complaint Initiated Verifications.

When a client makes a complaint about the qualifications, safety or suitability of a driver, the Contractor shall:

- a. Verify the qualifications of, and investigate the safety and suitability of the involved driver.
- b. Comply with the requirements of Section 4.b. of this Exhibit;
- c. Immediately remove drivers found not meeting the terms of this Contract or applicable regulatory requirements from serving clients.
- d. Prohibit drivers from transporting clients until deficiencies are documented, corrected, and the driver is re-verified.

#### 6. Driver Verifications.

The Contractor shall:

- a. Verify that drivers used in the provision of services under this Contract meet the terms and conditions of this Contract and applicable regulations. These verifications may be done simultaneously with Contractor's Vehicle Inspections.
- b. List of Drivers.

The Contractor shall:

(1) Keep, by subcontractor, a list of drivers used for this Contract. This list shall be updated monthly. For each driver, the Contractor shall note the last date that the driver met the

qualifications required by this Contract.

- (2) Ensure that each qualification met can be verified by original documentation.
- (3) Add other requirements to this list as appropriate.
- c. Initial Verification.

The Contractor shall: verify that each driver meets the requirements of this Contract, including the appropriate regulatory requirements, before that driver serves Clients under this Contract.

d. Annual Verifications.

The Contractor shall annually verify that:

- (1) Each driver used for this Contract meets the terms and conditions of this Contract, including but not limited to reviewing the Abstract of Driving Record, training and testing as required by federal and/or state regulations, and checking criminal background.
  - (a) The verification must include at a minimum both field-verifications involving face-to-face contact with drivers and also verifications of billings to assure that the performing drivers are properly qualified under this Contract.
  - (b) If during the course of the verification process, more than five percent (5%) of a service provider's drivers do not meet the requirements of this Contract, the remainder of the drivers for that service provider shall be verified.
  - (c) Drivers not passing these verifications shall be immediately removed from serving clients. Each driver shall be re-verified before they serve clients under this Contract.

# Exhibit F

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

#### STATEMENT OF WORK

#### **Transportation Performance Standards**

The Contractor shall ensure clients receive timely transportation services as described in 42 C.F.R. § 440.170. The Contractor shall comply with the transportation performance standards as presented in this exhibit.

#### 1. Pickup Wait Time.

The average waiting time for a scheduled pickup going to an appointment shall not exceed fifteen (15) minutes. Actual waiting time shall be thirty-minutes or less. A client, under no circumstances, shall arrive more than thirty-minutes prior to appointments, unless this is done at the client's request.

#### 2. Drop-off Time.

The Contractor shall ensure clients arrive on-time for their appointments. The Contractor shall ensure that clients are not delayed in arriving at a medical appointment due to a delay caused by either the Contractor or a subcontracted provider.

#### 3. Return Trip Wait Time.

The average waiting time for a scheduled return trip, after an appointment, shall not exceed thirtyminutes (30).

#### 4. Will-Call.

Will-call trips are not held to the standards listed above. Clients choosing will-call services shall be directly notified by the Contractor of the possibility of significantly longer wait times. Will-call trips, being immediate in nature, may result in the availability of fewer resources.

#### 5. Multi-Passenger.

In normal driving conditions clients shall not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for transport for an individual client using that mode, from the point of pick-up to the destination. The Contractor shall require the dispatcher/provider to notify the Contractor of any delay more than 45 minutes, the alternative schedule, and of any alternate pick-up arrangements in these situations.

#### 6. Exceptions

- a. Exceptions to the above times may be made for trips with pick-up or destinations outside the client's local service region.
- b. Exceptions may be made due to unusual situations such as exceptional distances in rural areas or other situations beyond the control of the Contractor.

c. Exceptions shall be documented in the client's file.

# 7. Delays

- a. The Contractor and subcontractor shall not be reimbursed for trips where the client arrives late for their appointment, such that the healthcare provider cannot provide covered services. The Contractor may consider reimbursement when the late arrival was not the fault of the transportation provider, such as for traffic accidents that impeded all traffic which could not be anticipated (this does not include construction zones that slowed traffic).
- b. In the event a delay renders the client late for their appointment or causes them to miss the appointment, details of the occurrence and resolution must be documented in the client's file and recorded in the utilization database.

# Exhibit G

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

# STATEMENT OF WORK

#### Subcontracts with Transportation Service Providers

The Contractor shall provide transportation services through written and signed subcontracts that include at a minimum, the following terms and conditions:

1. **Contract Elements.** State clearly those services to be performed by the subcontractor.

#### 2. Mandatory Elements.

- a. Non-discrimination Policy. Contract language that requires compliance with State and federal nondiscrimination policies.
- b. Client Confidentiality.
  - (1) Contract language that requires only minimal information necessary to provide services shall be requested of clients
  - (2) That any client information gained shall be protected from unauthorized disclosure, in order to ensure confidentiality of client information and medical records
- c. Parties to the subcontract.
  - (1) Parties to the subcontract shall be clearly identified with contact information including name, address, telephone, fax, and email
  - (2) Subcontractor shall maintain written documentation to do business in the State of Washington
- d. Fraud and Abuse. Contract language that requires subcontractors to have procedures in place for the prevention, detection, and reporting of suspected fraud and abuse
- e. Description of Payment. Contract language that describes the payment method, including applicable rates
- f. Remittance to Subcontractors. Contract language that requires remittance amounts are due to transportation service providers no later than ten (10) calendar days after receipt of the Contractor's monthly payment by DSHS for transportation services
- g. Quality Assurance. Contract language that requires a quality control clause requiring a quality assurance plan
- h. Subcontractor Insurance.

The Contractor shall ensure that, unless otherwise mandated by law, all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract. Requirements for business auto insurance and other driver insurance shall be as

follows:

- (1) Non-Publicly Regulated Transportation Providers. The Contractor shall ensure that providers have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract (Section 5 Insurance b. above).
- (2) Publicly Regulated Transportation Providers.
  - (a) For subcontracted transportation providers, where their rates and operations are publicly regulated through RCW Chapter 46.72, (transportation of passengers in for hire vehicles) the Contractor shall ensure no less than the minimum insurance standards set by law.
  - (b) For subcontracted transportation providers that are other publicly regulated entities and where their rates and operations are publicly regulated, subcontractors must comply with state law and regulations of the responsible regulation agency, such as the Washington Utilities and Transportation Commission (UTC).
- (3) Client Associated Vehicles and Volunteer Vehicles. The subcontractors shall ensure that private vehicles used to provide non-emergency medical transportation meet the minimum insurance standards required by state law.
- i. Access to information. Contract language that requires the Contractor have access to information and records for six (6) years following the expiration or termination of the subcontract, sufficient to document services provided under this Contract, including billing and accounting information
- j. Prohibition against additional payment. Contract language that prohibits subcontractors from seeking payment from DSHS, or any of its clients, or any other Contract service provider, for services performed under the subcontract
- k. Ethical Conduct. Contract language that prohibits subcontractors from offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the Contractor in order to influence referrals or subcontracting for transportation provided to client. See 42 CFR Section 170.
- I. Reimbursement to Subcontractors. Contract language that requires negotiating a fair rate, for reimbursement for an authorized and provided trip when the scheduled healthcare appointment for a trip where services are not provided due to no fault of the subcontractor.
- m. Rates Adjustment Schedule. Contract language that authorizes rate adjustments at least quarterly.
- n. Appeals Process. Contract language that allows subcontractors an appeals process.
- o. Unauthorized Driver Payments. Contract language that requires the subcontractor to return, within thirty (30) days of Contractor's or subcontractor's discovery, any and all payments for trips delivered by an unauthorized driver and/or vehicle.
- p. Contract language that requires the subcontractor to hold all necessary licenses, certifications, and/or permits as required by law for performing the activities under this Contract.
- q. Other. Contract language that complies with employment liability insurance, worker's compensation, unemployment insurance, social security, and any other state and local taxes applicable to the transportation service providers

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

# STATEMENT OF WORK

# Policies and Procedures Manual

The Contractor shall develop written policies and/or procedures, to be submitted to the Department when requested, that include the following:

#### 1. Fixed-route Public Transportation.

Written procedures for determining whether fixed-route public transportation is accessible to, and appropriate for, clients requesting transportation services. Such procedures will take into account the distance from scheduled stops at facilities or service providers, the age and disability of the clients, any physical or cognitive impairment, inclement weather conditions, and other pertinent factors

#### 2. Confidentiality and Nondisclosure.

Written internal polices and/or procedures for ensuring compliance with all state and federal Confidentiality and Nondisclosure requirements

#### 3. Grievance and Complaints.

Policies and/or procedures that describe the Contractor's oversight procedures to monitor and resolve the grievance and complaint process, that include at a minimum:

- a. Procedures for registering and responding to complaints and grievances in a timely fashion
- b. Documentation of the complaints or grievances
- c. Procedures for resolving the complaint or grievance
- d. A review of transportation-related decisions by key personnel
- e. Maintenance of records of all grievances and complaints received.

# 4. Driver Expectations and Transportation Vehicle Standards.

Policies and procedures for monitoring subcontracted transportation providers to ensure driver expectations and transportation vehicle standards are met as established in Exhibits  $\underline{D}$  and  $\underline{E}$ .

#### 5. Quality Assurance Plan.

Policies and procedures for monitoring and obtaining feedback from clients and healthcare providers on the quality of the transportation services provided. The quality assurance plan shall include, but not be limited to, driver expectations, vehicle safety, and customer service.

#### 6. Timeliness.

Policies and Procedures for monitoring the timeliness of the transportation services provided as required by 42 CFR 440.170.

# 7. Critical Medical Conditions.

Policies and Procedures for providing transportation to clients who need critical medical care, such as dialysis, during adverse weather conditions or earthquakes.

# 8. Mandatory Reporting.

The Contractor shall follow policies and procedures regarding mandatory incident reporting and referrals. These policies must address the Contractor's oversight and review of these incidents, and shall assure that staff has proper orientation and training to respond to, report, and prevent incidents. These policies and procedures will be provided to MPA for review and approval upon request.

# 9. Client Missed Scheduled Pickups.

- a. Procedures for occurrences that result in the client missing a scheduled pickup time through no fault of the client.
- b. Procedures to notify, and if appropriate reschedule, a client when a medical appointment or treatment has gone past the time of the original scheduled pick-up and the subcontracted provider has left the pick-up location.

# 10. Noncompliant Behavior.

- a. Policies for clients whose documented noncompliant behavior requires corrective action. These corrective action policies shall not allow for the suspension or termination of services to a client, but shall offer restricted service modes when necessary. The restriction to fewer modes shall be time-limited with a stated time for review of this action, and with the expectation of lifting the restriction at a later date
- b. The Contractor shall send written notices to clients within three days (3) after the effective date of a mode change due to noncompliance. A copy of the Contractor's written notice form shall be forwarded to the DSHS Transportation Program Manager, or designee, for approval prior to sending to the client

# 11. Corrective Action.

Corrective action procedures in place to address the behavior of subcontractors. These policies shall include corrective actions for drivers, as established in <u>Exhibit E</u>, Driver Expectations.

# 12. Updates of Written Materials.

The Contractor shall update all written materials within fifteen (15) business days after receiving a NEMT program or policy change.

# Exhibit I

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

# STATEMENT OF WORK

# Required Reports Used for NEMT Program Monitoring

The Contractor shall submit the following reports electronically to DSHS, or in a format designated by DSHS, by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the DSHS Transportation Program Manager, or designee, with the exception of reports with identified specific delivery dates.

# 1. Data Tracking and Utilization System.

The Contractor shall establish and maintain a database capable of providing raw utilization data monthly to DSHS, in a format designated by DSHS.

# 2. Customer Services Center Report

- a. The Contractor shall submit a customer services center summary report and backup documentation from the telephone system-generated report verifying the data contained in the summary report. The report should contain the telephone data for the normal business hours (Monday through Friday, 8 hours a day minimum) as follows:
  - (1) Total number of incomplete calls that get busy signals.
  - (2) Monthly number of phone calls abandoned including average time to abandon and, listed by:
    - (a) Incoming
    - (b) From queue
  - (3) Total delay time (in hours, minutes, seconds) prior to being answered by an agent
  - (4) Total number of calls completed (answered by an agent).
  - (5) Average call length
  - (6) Average after-call work time
  - (7) Average number of daily phone calls received
  - (8) The amount of telephone system inoperable time, in excess of one (1) hour, per incident

# 3. Transportation Data Report

The Contractor shall submit transportation data that identifies:

- a. Number of trips provided
- b. Percentage of trip verifications including summary information detailing any improprieties that were

discovered, and the efforts taken to correct them

- c. Number of trips denied organized by reason denied
- d. Number of trips scheduled
- e. Number of trips canceled or rescheduled with at least 24 hours notice.
- f. Number of no-shows (i.e. cancelled at the door; the transportation provider attempted pickup)
- g. List of the "most costly" clients, (number to be determined by MPA); this list varies by service region
- h. Meals and lodging costs
- i. Number of trips completed by each transportation subcontractor, including:
  - (1) Total dollar costs;
  - (2) Mode;
  - (3) Transportation provider name
- j. Rates table for all service providers of trips
- k. By service region for each county:
  - (1) Number of Trips
  - (2) Mode of Trips
  - (3) Service Cost of Trips
  - (4) Administrative Cost of Trips
  - (5) Unduplicated number of clients served for:
    - (a) The reporting month
    - (b) Fiscal year cumulative total
  - (6) Summaries of other transportation resources or funds that the Contractor receives when providing or authorizing trips within Washington State, using the form provided by MPA

# 4. Complaint/Grievance Report.

The Contractor shall submit complaint data that identifies:

- a. The number and percentage of complaints compared to total number of trips provided.
- b. Complaints by category:
  - (1) Reported in aggregate;

- (2) By Provider; and
- (3) With Contractor's Department-approved categories
- c. Additional information, including but not limited to specific complaints, as requested by DSHS

# 5. MWBE Report.

The Contractor shall submit:

- a. Monthly the level of business done with Minority and Women Business Enterprises, either selfidentified or certified by the Office of Minority & Women's Business Enterprises (OMWBE).
- b. Semi-annually efforts it has taken to encourage Minority and Women-owned Business Enterprises (MWBEs) firms either self-identified or certified by OMWBE to participate in all NEMT transportation subcontracts, in accordance with the legislative findings and policies set forth in RCW 39.19. Equitable representation from the minority and women's business community is the goal. The OMWBE may be contacted at <u>http://www.omwbe.wa.gov/indes.shtml</u> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

# 6. Quality Assurance Report.

The Contractor shall submit a Quality Assurance Report that summarizes information collected from the Quality Assurance plan and describes how the information will be used to improve service delivery.

#### 7. Subcontractor Report

The Contractor shall submit:

- a. A Monitoring Plan for monitoring subcontracted service providers that includes the name of the subcontractor to be monitored, dates of scheduled and completed monitoring visits to be delivered to DSHS by February 1<sup>st</sup> annually.
- b. A Subcontractor summary report of vehicle inspections to be delivered by February 1<sup>st</sup>, and August 1<sup>st</sup> that includes:
  - (1) Provider name, the number and type of vehicles used;
  - (2) Volunteers, the number of volunteers;
  - (3) Gas vouchers, the name and number of participating stations;
  - (4) The date(s) of the last completed monitoring visit(s);
  - (5) The date(s) of the next scheduled monitoring visit(s).

#### 8. Other Reports

In the event that DSHS requests the Contractor to submit a report that is not cited above, the Contractor shall submit the report according to the following timeline:

- a. Within five (5) business days if requested by DSHS in writing
- b. If DSHS requests that such report be submitted in a specific format, the delivery date to DSHS will be negotiated

# Exhibit J

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

# STATEMENT OF WORK

#### **Performance Incentives and Penalties**

#### 1. Per Trip Service Cost Incentive.

- a. The implementation of performance incentives during the first year of this Contract will consist of establishing baseline standards to be used in subsequent years of the Contract. Monetary incentives shall be applied in 2012.
- b. The per trip service cost baseline provided by DSHS will determine if the Contractor is eligible to receive this performance incentive.
- c. Calculations will be made using the following service cost baseline numbers after they have been collected for the following quarters:

Baseline Established in 2011	Incentive Calculated in 2012
January through March 2011	January through March 2012
April through June 2011	April through June 2012
July through September 2011	July through September 2012
October through December 2011	October through December 2012

- d. If the Contractor achieves a quarterly per trip service cost decrease comparing year-to-year as determined by DSHS and reported to the Contractor from the service cost baseline of a minimum of one (1) or more percent, the incentive for the quarter will be a one percent (1%) increase in the agreed monthly administrative payment. The amount of the incentive can rise incrementally by one-tenth (1/10<sup>th</sup>) of one percent (1%) up to a maximum of a five percent (5%) increase for the monthly billing. Starting in January 2012, DSHS will begin to calculate incentives payments which will be made quarterly by the 20<sup>th</sup> of the second month of the following quarter.
- e. If the funds DSHS relies upon to establish this Contract are withdrawn, reduced or limited, due to program or eligibility changes, or other factors, resulting in additional or modified conditions being placed on such funding, DSHS shall provide written notice to the Contractor.

# 2. Customer Services Center Telephone Response Performance Penalty.

a. The Contractor shall answer within three (3) minutes eighty percent (80%) of all incoming phone

calls during the Contractor's normal business hours (as proposed under RFP 0913-343), Monday through Friday, for a maximum of 8 hours per day.

- b. The Contractor shall provide (sufficient staffing, trunk lines and telephone line capacity to allow eighty percent (80%) of <u>all</u> incoming calls, including TDD calls, to be answered within three (3) minutes or allow messages via answering machine or electronic voice mail to be reviewed and promptly returned by a live agent for each caller within a maximum of three minutes calculated from the end of the initial greeting or message including any additional hold time after a courtesy live contact. Calls that are abandoned or not answered within three (3) minutes are not counted in the eighty percent (80%).
- c. The implementation of monetary performance penalties shall be based on the monthly raw data provided, as required in Exhibit I, 2.a., and shall begin April 2011.
- d. The performance penalty shall be assessed on the monthly raw data collected for each month and deducted on a quarterly basis on the 20<sup>th</sup> of the second month of the following quarter.
- e. For each month in which monthly data shows a deficit of one percent (1%) or more in calls answered below the standard, the monthly administrative payment shall be reduced by one to five percent (1 to 5%) maximum in one-tenth (1/10) of one percent (1%) increments and deducted quarterly on the 20<sup>th</sup> of the second month of the following quarter.

Example:

Time Period	Performance	Penalty
Standard	80% of incoming calls answered by an agent	
April 2011	79.0%	1% deduction
May 2011	81.3%	No deduction
June 2011	78.1%	1.9% deduction
Quarterly calculation for April through June 2011		2.5% deduction

Exhibit K

# **BROKER NAME & LOGO**

A DSHS HIPAA Business Associate

Date:		
Medical Provider:	Fax:	
Medical Service(s) Authorized:		
Client Name:	ProviderOne ID Number:	

As a Transportation Broker contracted by the Washington State Department of Social and Health Services (DSHS), we arrange transportation to and from medical appointments for eligible DSHS clients per state requirements. The above client has asked us for transportation assistance and told us that they receive the above medical service from you. Please check the answers that apply to the above client and fax back to us at [Broker fax #].

In addition, we are required by federal Centers of Medicare & Medicaid (CMS) and DSHS contract requirements to verify the method of payment for this client's treatment. If the medical service is limited by DSHS, please indicate whether you have DSHS authorization to provide that service. \*Note that payment may be recovered by DSHS if treatment/service(s) was not authorized by DSHS.

DATE(S) OF SERVIC	ES:
-------------------	-----

#### PLEASE CHECK ALL THAT APPLY:

I verify that:

\_\_\_\_\_ Treatment/Service(s) for the client is payable by **Medicaid** 

\_\_\_\_ client's treatment/service(s) is being billed to Medicare:

\_\_\_\_ client's treatment is being billed to another insurance:

\_\_\_Authorization for treatment/service(s) has been received from MPA/DSHS

Medical treatment/service(s):

Your time and cooperation in this matter are greatly appreciated. We are a HIPAA Business Associate and authorized by DSHS to request this information. We need minimal information requested on this form to verify that the transportation is for a covered DSHS service.

# We may deny the client's request for transportation to/from your office/facility until we receive verification from you.

Health/Medical Provider Signature & Date

Thank you; [Broker Contact Information]

# **AMENDMENT 1**

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

- 1. The effective date of the changes listed (2) through (11) of this Agreement is May 23, 2011.
- 2. Amend the Contract's Special Terms and Conditions, Section 4. Consideration, subsection (e)(1) is changed to read as follows;
  - e. Administrative Costs Negotiations.
  - (1) Renegotiation of the Contractor's Maximum Administrative Cost for Transportation Services may occur, if there is a consecutive three-month period change in the number of monthly trips by plus or minus ten percent (10%) from the reported trips per goal stated month goal stated in Section 4.b.
- 3. Amend the Contract's Special Terms and Conditions, Section 5. Billing and Payment, subsection (a)(2) is changed to read as follows;
  - a. Invoice System.
  - (2) Submit invoices electronically, or in the format designated by DSHS to the

Transportation Services Program Claims Billing Analyst DSHS, Division of Healthcare Services PO Box 45530 Olympia, WA. 98504-5530

The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The Administrative fee shall be in accordance with those set forth in Section 4.a. (1), Consideration of this Contract.

- 4. Amend the Contract's Special Terms and Conditions, Section 6. Insurance, subsection (h) is changed to read as follows;
  - h. Evidence of Coverage.

The Contractor shall maintain copies of Certificates of Insurance and policies for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

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- Amend the Contract's Special Terms and Conditions, Exhibit E. Driver Standards and Expectations, subsection (1)(j)(4) subsections (a) and (b) are added to read as follows;
  - 1. Driver Standards.
    - (4) Hand-to-hand
      - (a) For residence, this applies to exterior door of residence.
      - (b) For healthcare facilities, this applies to the street level main reception desk of facility.

DSHS Central Contract Services 6024PF Contract Amendment (3-31-06)

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**HRSA** Contracts

- 6. Amend the Contract's Special Terms and Conditions, Exhibit E. Driver Standards and Expectations, subsection (3)(b) is changed to read as follows;
  - 3. Driver Qualifications, Expectations and Training.
  - (b) A fingerprint level of criminal history background check is performed through the Washington State Patrol and a FBI level background check process has been initiated for all drivers and volunteers prior to their performance of services under this Contract, with consideration for a provisional period. Thereafter, an annual fingerprint level background check shall be performed for all drivers and volunteers that continue to perform services under this Contract, with the WSP-level fingerprint check done at the end of Year 1 and Year 2 and the FBI-level fingerprint performed every three (3) years after the initial FBI fingerprint level background check.
    - (1) Provisional Period
      - (a) A Washington Access To Criminal History (WATCH) report is performed through WSP for all drivers and volunteers that perform services under this contract prior to the Contractor receiving the fingerprint level results (i.e. during the provisional period). A WATCH report is not required to be performed if the driver or volunteer will not be providing services under this Contract until after the results of the WSP fingerprint level background checks are received.
    - (2) The background checks shall be performed according to the table below:

Year	Туре		
Initial Background Check	WATCH	WSP	FBI
	$\checkmark$	√	✓
	Optional	Required	Required
Year 1		1	
Year 2		✓	
Year 3			<ul> <li>✓</li> </ul>
Year 4		✓	
Year 5		✓	
Year 6			✓

- 7. Amend the Contract's Special Terms and Conditions, Exhibit G. Subcontracts with Transportation Service Providers, subsection (h)(1) Insurance is changed to read as follows;
  - h. Subcontractor Insurance.
    - (1) Non-Publicly Regulated Transportation Providers. The Contractor shall ensure that providers have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract (Section 6 Insurance).

DSHS Central Contract Services 6024PF Contract Amendment (3-31-06)

- 8. Amend the Contract's Special Terms and Conditions, Exhibit I. Required Reports Used for NEMT Program Monitoring, subsection (2)(a)(7) is changed to read as follows;
  - 2. Customer Services Center Report.
  - a. (7) Average number of daily incoming phone calls, total number of incoming phone calls to the Contractor's Customer Services Center. Incoming phone calls do not include fax calls. Incoming phone calls do include all calls, whether answered or not answered by the Contractor.
- **9.** Amend the Contract's Special Terms and Conditions, Exhibit I. Required Reports Used for NEMT Program Monitoring, subsection (2)(a)(9) is added to read as follows;
  - 2. Customer Services Center Report.
  - a. (9) Total number of calls answered by an agent within three (3) minutes.
- **10.** Amend the Contract's Special Terms and Conditions, Exhibit I. Required Reports Used for NEMT Program Monitoring, subsection (6) Quality Assurance Report is changed to read as follows;
  - 6. Quality Assurance Report.

The Contractor shall submit (on a quarterly basis) a Quality Assurance Report that summarizes information collected from the Quality Assurance plan and describes how the information will be used to improve service delivery.

- **11.** Amend the Contract's Special Terms and Conditions, Exhibit J. Performance Incentives and Penalties, subsection (2)(e) example table is changed to read as follows;
  - 2. Customer Services Center Telephone Response Performance Penalty.

Example:

Time Period	Performance	Penalty
Standard	80% of incoming calls answered by an agent	
April 2011	79.0%	1% deduction
May 2011	81.3%	No deduction
June 2011	78.1%	1.9% deduction
Quarterly calculation for April through June 2011		2.9% deduction

All other terms and conditions of this Contract remain in full force and effect.

DSHS Central Contract Services 6024PF Contract Amendment (3-31-06) RECEIVED Page 4 MAY 18 2011

HRSA Contracts

# AMENDMENT 2

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

- 1. Page One (1), Contract End Date. The end date for this Contract is extended from December 31, 2012 to December 31, 2014.
- 2. Page Eighteen (18), Section 1, Definitions Specific to Special Terms. The following new definitions are added:
  - Uuu. "Significant Business Transaction" means any business transaction or series of transactions that, during any one (1) fiscal year, exceed \$25,000 or five percent (5%) of the Contractor's total operating expenses, whichever is less.
  - Vw. "Code of Federal Regulations" or "CFR" means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 3. Page Twenty (20), Section 3, Statement of Work, Subsection d, Contractor Requirements. The following new paragraphs are added:
  - (11) In accordance with 42 CFR §455.106, Disclosure by providers: Information related to business transactions, the Contractor shall submit, within thirty-five (35) calendar days of the date of the execution of this amendment, to the HCA Contact identified on Page One (1) of the Contract, full and complete information about:
    - (a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of execution of this amendment; and
    - (b) Any Significant Business Transaction between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5)year period ending on the date of execution of this amendment.
  - (12) The Contractor shall:
    - (a) Notify HCA in a timely manner of adverse action taken against any subcontractor for program integrity-related reasons;
    - (b) Collect and maintain disclosure information about the Contractor and subcontractors or any person with a direct or indirect ownership interest of five percent (5%) or more, or who is an agent or managing employee of the disclosing entity who exercise operational or managerial control over the disclosing entity;
    - (c) Search the United States Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities or the Medicare Exclusion Database and the United States General Services Administration's Excluded Parties List System no less frequently than monthly for convictions or a criminal offense related to Medicare, Medicaid or Title XX.
    - (d) Modify disclosure forms as necessary to capture all disclosure information required under paragraph (11) above.

- 4. Page Twenty-five (25), Section 4, Consideration, is amended appending the following at the end of this Section:
  - a. For the term of this Amendment the consideration has two (2) components:
    - (1) Administrative Cost: The maximum administrative fees for the Contractor to provide the brokering services under this Contract is \_\_\_\_\_, payable in monthly amounts not to exceed a maximum administrative cost of \_\_\_\_\_.

The first monthly administrative payment will be for the month of February 2013.

Funds received as part of administrative fees payments during this amendment period shall not be applied to any costs incurred during any subsequent amendment period.

- (2) (2) Service Costs: The Contractor shall invoice HCA the direct service costs (e.g., subcontractor payments or client reimbursement); no maximum stated.
- b. For this Consideration subsection, the Contractor shall provide an average number of \_\_\_\_\_ trips per month (estimated range of \_\_\_\_\_ to \_\_\_\_ trips per month). The Contractor shall provide the services consistent with all terms and conditions of this Contract.
- c. The Contractor shall monitor expenditures against the following average costs per trip:
  - (1) Administrative Cost per Trip (average) of \_\_\_\_\_.
  - (2) Service Cost per Trip (average goal) of \_\_\_\_.
    - (a) If the Contractor exceeds these average costs per trip, HCA may require the Contractor to develop an operational plan to reduce average costs per trip.
- d. Administrative Costs Negotiations.
  - (1) Renegotiation of the Contractor's Maximum Administrative Costs for Transportation Services may occur, if there is a consecutive three-month period change in the number of monthly trips by plus or minus ten percent (10%) from the reported trips per month goal stated in Section 3.a.
  - (2) The party seeking to negotiate an adjustment between the Contractor's Maximum Administrative Costs must submit a written request to the other party.
    - (a) When the Contractor requests such an increase *in* Administrative Costs, the Contractor shall:
      - i. Submit the request inwriting to the HCAT ransportation Program Manager
      - ii. Provide documentation in writing to justify the request
    - (b) When HCA requests a decrease in Administrative Costs, HCA shall:
      - i. Submit the written proposal to the Contractor
      - ii. Provide justification inwriting to the Contractor
      - iii. Request additional documentation for review if needed
      - iv. Notify the Contractor in writing of the:

(A) Decision and rationale.

- (B) Maximum change allowed and/or the Administrative amount approved.
- (3) An Administrative Costs Change approved by HCA shall be made as an amendment to this Contract.
- 5. Page Twenty-nine (29), Section 6, Insurance, Subsection h, Evidence of Coverage, shall be amended to read as follows:

The Contractor shall, upon the request by the HCA Contact, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement of each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Health Care Authority as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

- 6. Page Forty-one (41), Exhibit B, Subsection 3.a., is amended to read as follows:
  - a. Answer during its normal business day, the Contractor's Customer Service Center must answer eighty percent (80%) of all incoming telephone calls within three (3) minutes. This includes answering all Received Calls by a live agent after interactive voice recording (IVR) message and conclusion of user selection of menu items. The "counter" for counting the calls is set to start after the caller hears the various messages played. Only those calls received Monday through Friday, for a minimum of eight (8) hours per day (normal business hours), are included. Please refer to the enclosed definitions for the definition of "Received Calls" in Exhibit J-1, Subsection 1. The expectation isfor the contracted broker to provide sufficient staffing, trunk lines, and telephone line capacity to meet this metric.
- 7. Page Fifty-five (55), Exhibit G, Subsection 2.h., Subcontractor Insurance, the first paragraph is amended to read as follows:

The Contractor shall ensure that, unless otherwise mandated by law, all subcontractors have and maintain sufficient insurance coverage to cover subcontractor liabilities arising from their performance, or failure to perform under their subcontract.

The Contractor is advised to consult with their legal counsel and insurance agent regarding the types and coverage limits appropriate for their unique situation.

8. Page Fifty-nine (59), Exhibit I, Subsection 2.a., is amended to read as follows:

-b:--Using the definitions-contained in-Exhibit J-1,Subsection 1, the Contractor shall submit a customer services center summary report and backup documentation from the telephone system-generated report verifying the data contained in the summary report. The report should contain the telephone data for the normal business hours (Monday through Friday, for a minimum of 8 hours per day) as follows:

9. Page Sixty-three (63), Exhibit J, Performance Incentives and Penalties, is replaced in its entirety by Exhibit J-1, hereby incorporated as and attached hereto.

# BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION STATEMENT OF WORK

#### Performance Incentives and Disincentives

- 1. Definitions Specific to the Performance Incentives and Disincentives.
  - a. "Abandoned Call" means a call accepted into queue but the caller hangs up before the call is answered by a live agent.
  - b. "After Call Work" (ACW) means the time required by an agent after a conversation is ended, to complete work that is directly associated with the calls just completed prior to handling the next call such as filling out forms, making outbound calls necessary to complete the trip.
  - c. "Average Hold Time" means the average length of time calls were on hold.
  - d. "Average Handle Time" (AHT) means the average amount of time that an agent was working with an ACD call from the time of initial answer of the call to final release of the call including any after call time. This should include hold time in some systems.
  - e. "Average Speed of Answer" (ASA) means the average amount of time calls are in queue before being answered by an agent.
  - f. "Average Wait Time before Abandon" means the average amount of time the customer waited before abandoning the call. This is the total of all waiting times for abandoned calls divided by the number of calls abandoned in the ACD queue this reporting period.
  - g. "Blocked Call" or "Busy" means a call that cannot be connected immediately. The customer may hear a busy tone or announcement due to availability of lines or setting in the telephone system (Supervisor control of Queue size). These include calls "answered" by busy signals, disconnections, or other technical problems that prevent the caller from reaching the VR.
  - h. "Call-back Messaging" means a feature that enable callers waiting in queue to leave a message or to enter a telephone number for later call back from an agent.
  - i. "Completed Call" means an inbound call that successfully reaches and is handled by an agent.
  - j. "Delay" Or "Queue Time" means the time callers remain in queue waiting for an agent to become free. It may include the time listening to the delay announcements, but does not include the time spent going through an automated attendant menu system selecting choices that result in direction of the call to a specific resource or agent group.
  - k. "Interactive Voice Response (IVR)" means the system that gives callers the ability to interact with a system. This may be call routing, self-service, or other options.
  - I. "Offered Calls" means all the attempts callers make to reach the call center.
  - m. "Queue" means the place callers wait until an agent becomes available.
  - n. "Received Call" ("Accepted Call" or "Calls in Queue") means a call detected and seized by a trunk following the completion of the Interactive Voice Response (IVR) menu and completion of the user selection of menu-items. Received calls will either abandon or be answered by an agent.
#### 2. Per Trip Service Cost Incentive

- a. The implementation of a performance incentive under this Contract will consist of establishing revolving baseline standards to be used during the Period of Performance of this Contract, as may be extended by amendment. The monetary incentive shall first be applied during the first calendar quarter of 2012 using the baseline of the first calendar of 2011. In subsequent calendar quarters during the Period of Performance, as may be extended, the corresponding quarter from the previous calendar year will be used by HCA when calculating the baseline.
- b. The per trip service cost baseline provided by HCA will determine if the Contractor is eligible to receive the Performance Incentive.
- c. If the Contractor achieves a quarterly per trip service cost decrease comparing year-to-year as determined by HCA and reported to the Contractor from the service cost baseline of a minimum of one (1) percent or more, HCA will pay the Contractor an incentive for the quarter of a one (1) percent increase in the agreed monthly administrative cost payment. HCA will increase the amount of the incentive payment by one-tenth (1/10lh) of one (1) percent up to a maximum of five (5) percent for each corresponding one-tenth (1/10lh) of one (1) percent decrease in the quarterly per trip service cost compared to the quarterly per trip service cost for the corresponding quarter for the previous calendar year. Starting in January 2012, HCA will begin to calculate and make incentive payments which will be made quarterly by the twentieth (20th) of the second month of the following calendar quarter. Incentive payments paid by HCA will increase the maximum administrative fees amount as stated in Section 4, Consideration.
- d. Notwithstanding Section 15, Termination Due to Change in Funding, if the funds HCA relies upon to establish this Contract are withdrawn, reduced or limited, due to program or eligibility changes, or other factors, resulting in additional or modified conditions being placed on such funding, HCA shall provide written notice to the Contractor.
- 3. Customer Service Center Telephone Response Poor Performance Disincentive
  - a. HCA established the following Performance Standard for the Contractor's Customer Service Center operations.

During its normal business day, the Contractor's Customer Service Center must answer eighty percent (80%) of all incoming telephone calls within three (3) minutes. This includes answering all Received Calls by a live agent after interactive vice recording (IVR) message and conclusion of user selection of menu items. The "counter" for counting the calls is set to start after the caller hears the various messages played. Only those calls received Monday through Friday, for a minimum of eight (8) hours per day (normal business hours), are included. Please refer to the enclosed definitions for the definition of Received Calls.

- b. HCA will implement the Customer Service Center Telephone Response Poor Performance Disincentive as follows:
  - (1) The implementation of the monetary poor performance disincentive will begin during April 2011.
  - (2) HCA will calculate any applicable monetary poor performance disincentive based on the monthly data provided by the Contractor as required by Exhibit I, Subsection 2.a.

- (3) HCA will calculate the monetary poor performance disincentive on the monthly data collected for each month and will assess the disincentive on a quarterly basis on the twentieth (20th) of the second month of the following quarter.
- (4) For each month in which the monthly data shows that the Contractor's Customer Service Center failed to meet the Standard by one percent (1%) or more, HCA will reduce the monthly administrative payment by one percent (1%) or more. HCA will reduce the monthly administrative payment in increments of one-tenth (1/10th) of one percent (1%) for each additional one-tenth (1/10th) of one percent (1%) the Customer Service Center's monthly performance is below the Standard. HCA will not reduce any monthly administrative payment more than five percent (5%) based on the Customer Service Center's performance. Disincentives applied by HCA shall reduce the maximum administrative fees amount as stated in Section 4, Consideration.

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

1. Exhibit E, Section 3, Driver Qualifications, Expectations and Training, Subsection b is amended as follows:

Subsection b is amended to read as follows:

A full and satisfactory initial fingerprint level criminal history background check through the Washington State Patrol (WSP) is completed and documented for all new drivers and volunteers and completed annually thereafter. This background check must qualify the individual for unsupervised access to children and/or Vulnerable Adults as defined by RCW 43.43.830(14) while performing work under this Contract.

If the Contractor's Region borders Idaho and/or Oregon, the full and satisfactory annual fingerprint level criminal history background check may be completed and documented through an appropriate governmental agency with fingerprint level criminal history background check capability.

- (1) The Contractor shall not give a new driver or volunteer access to children and/or Vulnerable Adults until a fingerprint level criminal history background check is completed and documented through the WSP, or an appropriate governmental agency of either Idaho or Oregon.
- (2) If the Contractor is awaiting a completed and documented fingerprint level criminal history background check that qualifies a new driver or volunteer for unsupervised access children and/or Vulnerable Adults and the Contractor needs to have that new driver or volunteer to begin providing services under this Contract; then the Contractor may obtain a Washington Access To Criminal History (WATCH) report through the WSP. If the Contractor's Region borders Idaho and/or Oregon, the Contractor may obtain a similar report through an appropriate governmental agency.
- 2. Exhibit G, Section 3 Mandatory Elements, Subsection h Subcontractor Insurance, shall be amended to read as follows:

The Contractor shall ensure that, unless otherwise mandated by law, all subcontractors have and maintain sufficient insurance coverage to cover subcontractor liabilities arising from their performance, or failure to perform under their subcontract.

The Contractor is advised to consult with their legal counsel and insurance agent regarding the types and coverage limits appropriate for their unique situation.

Requirements for business auto insurance and other driver insurance shall be as follows:

(1) Non-Publicly Regulated Transportation Providers. The Contractor shall ensure that providers have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract (Section 6 Insurance b. above).

- (2) Publicly Regulated Transportation Providers.
  - (a) For subcontracted transportation providers, where their rates and operations are publicly regulated through RCW Chapter 46.72, (transportation of passengers in for hire vehicles) the Contractor shall ensure no less than the minimum insurance standards set by law.
  - (b) For subcontracted transportation providers that are other publicly regulated entities and where their rates and operations are publicly regulated, subcontractors must comply with state law and regulations of the responsible regulation agency, such as the Washington Utilities and Transportation Commission (UTC).
- (3) Client Associated Vehicles and Volunteer Vehicles. The subcontractors shall ensure that private vehicles used to provide non-emergency medical transportation meet the minimum insurance standards required by state law.

All other terms and conditions of this Contract remain in full force and effect.

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

- 1 Section 3, Statement of Work, Subsection g. (I)(a) is amended to read as follows:
  - (a) Procure and pay for an annual external audit to be performed by a certified public accountant in accordance with generally accepted auditing standards

2 Exhibit I, Brokered Non-Emergent Medical Transportation; Statement of Work, Required Reports Used for NEMT Program Monitoring, Section 6, Quality Assurance Report, is amended to read as follows:

The Contractor during the term of this Contract shall semi-annually (due on or before February 01 and August 01) submit a Quality Assurance Report that:.

- a. Includes information collected from the Quality Assurance plan,
- Summarizes the progress made toward achieving the quality improvement goals identified in the Quality Assurance plan since the previous Quality Assurance Report, and
- c. Describes how the information will be used to improve service delivery.

All other terms and conditions of this Contract remain in full force and effect. .

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

The Contract is amended effective December 31, 2014 and is extended through December 31, 2016.

Special Terms and Conditions:

Section 1, Definitions Specific to Special Terms adds two (2) additional definitions.

- 1 Definitions Specific to Special Terms
  - www. "Non-Publicly Regulated Transportation Providers" means transportation providers who are not regulated by the Washington state Department of Licensing (DOL), the Washington Utilities and Transportation Commission (UTC), or any other responsible regulation agency. Providers may include, but not be limited to Federally Recognized Tribes or government entities that may provide transportation services not regulated by DOL or UTC.
  - xxx. "Publicly Regulated Transportation Providers" means transportation providers that are regulated by the Washington state Department of Licensing (DOL), the Washington Utilities and Transportation Commission (UTC), or any other responsible regulation agency. Example of publicly regulated providers include, but are not limited to taxis, Cabulances, any other vehicles used for transporting passengers for payment, and nonprofit bus carriers.

The following Exhibits are amended as follows. All other language remains the same:

Exhibit B, Customer Service Center, Section 2.k.(7)(a)-(c) is amended to replace the word "current" with "valid" and reads as follows:

- 2. Customer Service Requirements
  - k. Selection of Mode of Transportation

The Contractor shall:

- (7) Ensure each driver of a Client Associated Vehicle has the following and provides the Contractor with legible copies of the following:
  - (a) A valid driver's license;
  - (b) A valid vehicle registration;
  - (c) Valid proof of insurance for the vehicle/operator;

**Exhibit G, Subcontracts with Transportation Service Providers,** Section 2. Mandatory Elements, subsection h., Subcontractor Insurance, is amended to read as follows:

- 2. Mandatory Elements.
  - h. Subcontractor Insurance.

The Contractor must ensure that all subcontractors have the minimum required insurance coverage determined by their regulatory agency or the same types and amounts required of the Contractor In this contract.

By requiring insurance of the Subcontractor with the specified types and amounts according to the type of designated transportation provider the Subcontractor is, the State of Washington, HCA, and the Contractor do not represent that the coverage and limits specified will be adequate to protect the Subcontractor, Such coverage and limits will not be construed to relieve the Subcontractor from liability in excess of the required coverage limits. It is the responsibility of the Subcontractor to determine if the minimum insurance requirements are appropriate for their unique situation. The Contractor is advised to consult with their legal counsel and insurance agent regarding the types and coverage limits appropriate.

Requirements for business auto Insurance and other driver Insurance are as follows:

(1) Non-Publicly Regulated Transportation Providers.

The Contractor must ensure that providers have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract. See Insurance Section 6.b in the Special Terms and Conditions.

- (2) Publicly Regulated Transportation Providers.
  - (a) For subcontracted transportation providers, where their rates and operations are publicly regulated through RCW 46.72, Transportation of Passengers in For Hire Vehicles, the Contractor must ensure no less than the minimum Insurance standards set by law. The Department of Licensing (DOL) requires that for-profit or for-hire business entities have a For-Hire license and For-Hire vehicle certificate. More Information is available at the DOL website www.dol.wa.gov/business/taxis/taxis/lcense.html.
  - (b) For subcontracted transportation providers where their rates and operations are publicly regulated through the Washington Utilities and Transportation Commission (UTC) or other regulatory agency, Subcontractors must maintain no less than the minimum insurance standards set by law and comply with state law and regulations of the responsible regulatory agency.

(3) Client Associated Vehicles and Volunteer Vehicles.

The subcontractors must ensure that the private vehicles used to provide nonemergency medical transportation meet the minimum Insurance and licensing standards required by state law.

#### Exhibit J-1, Brokered Non-Emergency Medical Transportation

Performance Incentives and Disincentives Is renamed Performance Metrics and all language pertaining to incentives or disincentives is removed Exhibit J-1 is replaced in its entirety by Exhibit J-2 in this amendment.

All other terms and conditions of this Contract remain in full force and effect.

### BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

#### STATEMENT OF WORK

#### **Performance Metrics**

#### 1. Definitions Specific to the Performance Metrics

- a. "Abandoned Call" means a call accepted into queue but the caller hangs up before the call is answered by a live agent.
- b. "After CallWork (ACW)" means the time required by an agent after a conversation is ended, to complete work that is directly associated with the calls just completed prior to handling the next call such as filling out forms, making outbound calls necessary to complete the trip.
- c. "Average Hold Time" means the average length of time calls were on hold.
- d. "Average Handle Time (AHT)" means the average amount of time that an agent was working with an ACD call from the time of Initial answer of the call to final release of the call including any after call time. This should Include hold time in some systems.
- e. "Average Speed of Answer (ASA)" means the average amount of time calls are in queue before being answered by an agent.
- f. "Average Wait Time before Abandon" means the average amount of time the customer waited before abandoning the call. This is the total of all waiting times for abandoned calls divided by the number of calls abandoned in the ACD queue this reporting period,
- g. "Blocked Call or Busy" means a call that cannot be connected immediately. The customer may hear a busy tone or announcement due to availability of lines or setting in the telephone system (Supervisor control or Queue Size).
- h. "Call-back Messaging" means a feature that enable callers waiting in queue to leave a message or to enter a telephone number for later call back from an agent.
- i. "Completed Call" means an inbound call that successfully reaches and is handled by an agent.
- j. "Delay or Queue Time" means the time callers remain in queue waiting for an agent to become free. It may include the time listening to the delay announcements, but does not include the time spent going through an automated attendant menu system selecting choices that result in direction of the call to a specific resource or agent group.

- k. "Interactive Voice Response (IVR)" means the system that gives callers the ability to interact with a system. This may be call routing, self-service, or other options.
- I. "Offered Calls" means all the attempts callers make to reach the call center.
- m. Queue" means the place callers wait until an agent becomes available.
- n. "Received Call {Accepted Call or Calls inQueue)" means a call detected and seized by a trunk following the completion of the hteractive Voice Response (IVR) menu and completion of the user selection of menu items. Received calls will either abandon or be answered by an agent.
- 2. Customer Service Center Telephone Response Time
  - a. HCA established the following Performance Standard for the Contractor's Customer Service Center operations.

During its normal business day, the Contractor's Customer Service Center must strive to answer eighty percent (80%) of all Incoming telephone calls within three (3) minutes. This includes answering all Received Calls by a live agent after interactive voice recording (IVR) message and conclusion of user selection of menu Items. The "counter" for counting the calls is set to start after the caller hears the various messages played. Only those calls received Monday through Friday, for a minimum of eight (8) hours per day {normal business hours}, are included. Please refer to the enclosed definitions for the definition of Received Calls.

Contract No.

This Contract between the Slate of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

- 1. The Contract end date is extended from December 31, 2016 to December 31, 2018.
- 2. Section 4. Consideration, subsection a.(1)-(2) is amended as follows and subsection d. Is deleted in its entirety:

### 4. Consideration

- a. For the term of this contract the consideration has two components:
  - (1) Administrative Cost: The maximum administrative fees for the Contractor to provide the brokering services under this Contract is \_\_\_\_\_, payable in monthly amounts not to exceed a maximum administrative cost of \_\_\_\_\_.

The first monthly administrative payment for this amendment is for the month of July 2015.

Funds received as part of administrative fees payments during this amendment period shall not be applied to any costs Incurred during any subsequent amendment period.

- (2) **Service Costs:** The Contractor shall invoice HCA the direct service costs (e.g., subcontractor payments or client reimbursement); no maximum stated.
- b. For this consideration, for the terms of this Contract, the Contractor shall provide an average number of \_\_\_\_\_ trips per month (estimated range of \_\_\_\_\_ to \_\_\_\_\_ trips per month). The Contractor shall provide the services consistent with all terms and conditions of this Contract.
- c. The Contractor shall monitor expenditures against the following average costs per trip:
  - (1) Administrative Cost per Trip (average) of \_\_\_\_\_.

(2) Service Cost per Trip (average goal) of \_\_\_\_\_.

- d. Subsection d. in amendment 02 of this Contract is deleted in its entirety.
- 3. Exhibit D, Transport Vehicle Standards, is amended to change exhibit from Exhibit D to Exhibit D-1. Subsection 3. Vehicle Inspections, Is amended as follows:

ExhibitD-1, Transport Vehicle Standards

3. Vehicle Inspections

The Contractor must:

a. Preliminary Schedule of Inspections

Provide HCA with a preliminary schedule of inspections within the first thirty (30) days of the Contract's start date and by February 1 thereafter as follows:

- (1) On-Site Inspections must be conducted every other year, on odd years. For example, February 1,2017, etcetera; and
- (2) Desk Audit Inspections must be conducted every other year, on even years. For example, February 1, 2016, February 1, 2018, etcetera.
- b. Initial Inspections

Inspect all vehicles, except those that are Client Associated Vehicles, to ensure that all regulatory requirements are met prior to their initial use under this Contract.

c. On-Site Vehicle Inspections

Perform on-site Vehicle Inspections after that on ten percent (10%) of the vehicles of each provider every other year, on odd years, as stated above insubsection 3.a. of this exhibit.

- (1) On-site inspections must include five percent (5%) planned inspections and five percent (5%) unannounced random inspections.
- (2) Inspect the remainder of the fleet If, during the course of the inspection, more than five percent (5%) of all inspected vehicles in a service provider's fleet do not meet regulatory requirements.
- (3) Vehicles in a provider's fleet that are Inspected must be rotated with each Inspection regardless of whether the inspection is done on-site or by a deskaudit.
- d. Vehicle Desk Audit Inspections

Perform desk audit Inspections on a minimum of ten percent (10%) of the vehicles of each provider every other year, on even years. For example, years 2016, 2018, etcetera.

(1) Inspect the remainder of the fleet if more than five percent (5%) of the Inspected vehicles In a service provider's fleet do not meet regulatory requirements; and

- (2) Multiple complaints received against a service provider during a sixty (60) day period must also initiate desk audit inspections.
- e. Immediately remove vehicles not passing inspections. Each vehicle must be reinspected before it 1.s eligible to return to service.
- f. Confirm the condition of the vehicle(s) if a client or a healthcare facility complains about the condition of a specific vehicle(s). Vehicles found deficient must immediately be removed from performing services under this Contract, and must remain so until deficiencies are corrected and the vehicle(s) is re-Inspected. The Contractor must determine if the vehicle is eligible to return to service.
- g. Document Inspections completed by other agencies. Inspections completed by other agencies will suffice as long as the Contractor has access to the Inspection reports and the standards set forth in this Contractare met or exceeded.
- 4. Exhibit E, Driver Standards and Expectations, Is amended to change exhibit from Exhibit E to Exhibit E-1. Subsection 6.a. and 6.d. are amended to read as follows:

Exhibit E-1, Drivers Standards and Expectations

- 6. Driver Verifications
  - a. Verify that drivers used in the provision of services under this Contract meet the terms and conditions of this Contract and applicable regulations.. Driver Verifications may be done simultaneously with On-Site Vehicle Inspections and Desk Audit Inspections as outlined in Exhibit D-1.
  - d. Annual Driver Verifications

Driver Verifications must be conducted annually, on-site on odd years and by desk audit on *even* years.

The Contractor must:

(1) Preliminary Schedule of Driver Verifications

Provide HCA with a preliminary schedule of driver verifications within the first thirty (30) days of the Contract's start date antj by February 1 of each year thereafter;

(2) Initial Driver Verification(s)

Verify all drivers' qualifications, except those pertaining to Client Associated Vehicles, to ensure that all requirements are met prior to their initial drive under this Contract

Driver verification must include, but not be limited to, a review of the abstract of driving record, training and testing as required by federal and/or state regulations, criminal background checks, driver's license, vehicle and driver insurance, and vehicle registration, as applicable.

(3)On-Site Driver Verification(s)

Perform On-Site Driver Verification(s) on ten percent (10%) of the drivers of each service provider every other year, on odd years, as stated above in this section. Driver Verifications must include at a minimum, both on-site verifications involving face-to-face contact with the drivers and also verifications of billings to assure that performing drivers are properly qualified under this Contract.

- (a) Verify the remainder of the drivers if, during the course of the verification, more than five percent (5%) of the drivers verified of the service provider do not meet the contracted requirements.
- (b) On-Site Driver Verifications must include five percent (5%) planned inspections and five percent (5%) unannounced random inspections.
- (c) Drivers of each service provider must be rotated with each Inspection regardless of whether it is done on-site or by desk audit.
- (4) Desk Audit Driver Verifications

Perform driver verifications by desk audit of all driver-related documents on a minimum of ten percent (10%) of the drivers of each service provider every other year, on even years, as stated above in this section.

- (a) Verify the remainder of the drivers if more than five percent (5%) of the inspected drivers of a service provider do not meet contracted requirements; and
- (b) Multiple complaints received against a driver(s) during a sixty (60) day period must also Initiate desk audits:
- (5)Drivers not passing these verifications must immediately be removed from serving clients. Each driver must be re-verified before they serve clients under this Contract.
- 5. Exhibit G, Subcontracts with Transportation Service Providers, Is amended to change exhibit from Exhibit G to Exhibit G-1. Subsection 2.c.(1) is amended to add the following:

Exhibit G-1, Subcontracts with Transportation Service Providers

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#### 2. Mandatory Elements

- c. Parties to the subcontract
  - (1) Parties to the subcontract shall be clearly identified with contact information including name, address, telephone, fax, and email.
  - (2) Subcontracted drivers shall be considered employees of the subcontractor and not of the Contractor or the state of Washington.
  - (3) Drivers of participating Indian Tribes shall be considered employees of the participating Tribes and not of the Contractor or the state of Washington.
  - (4) Subcontractor shall maintain written documentation to do business ih state of Washington.
- 6. Exhibit 1-4, Minority and Women Owned Business Enterprises and Veteran Owned Business Report Is amended as follows:
  - 1 Minority and Women Owned Business Enterprises and Veteran Owned Business Report

The Contractor must submit a combined report by February 1 of each year on the following:

- a. Minority and Women owned Business Enterprise
  - (1) The level of business done with Minority and Women Owned Business
    Enterprises (MWBE), either self-identified or certified by the Washington State
    Office of Minority & Women's Business Enterprises (OMWBE); and
  - (2) The efforts it has taken has to encourage MWBE firms either self-Identified or certified by OMWBE to participate in all Non-emergency Medical Transportation (NEMT) subcontracts, in accordance with the legislative findings and policies set forth in RCW 39.19. Equitable representation from the minority and women's business community is the goal. The OMWBE may be contacted at <u>http://omwbe.wa.gov/directory-of-certlfled-firms</u> to obtain information on certified firms for potential subcontracting arrangements or for information on how to become certified.
- b. Veteran Owned Businesses
  - (1) The level of business done with certified Veteran Owned Businesses (VOB) : and

- (2) The efforts it has taken to encourage VOBs, including active or reserve members in any branch of the armed forces of the United States, to participate in all NEMT subcontracts In accordance with RCW.60A.190. Equitable representation from veteran business community is the goal. A list of certified veterans and service member owned businesses can be found at <u>http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses</u> to obtain Information on certified firms for potential subcontracting arrangements or for information on how to become certified.
- 7. Exhibit 1-4, Required Reports Used for NEMT Program Monitoring, subsection 6. Quality Assurance Report name is changed to Quality Assurance Plan and Quality Assurance Summary Report, is amended as follows:
  - 2 Quality Assurance Plan and Quality Assurance Summary Report

The Contractor must submit the Quality Assurance Plan and the Quality Assurance Summary report by February 1 of each year on the following:

a. Quality Assurance (QA) Plan

The QA Plan must state what Improvements the Contractor will make including, but not limited to driver expectations, vehicle safety, and customer service over the upcoming year based on a February through January year timeframe.

b. Quality Assurance Summary Report

The QA Summary Report must include the following:

- (1) Quality Improvement goals Identified by the Contractor in the previous year's QA Plan;
- (2) Summary of the progress made toward achieving the Quality Improvement goals bentified in the previous year's QA Plan; and
- (3) Description of how the Information will be used to improve service delivery.
- 8. Exhibit 1-4, Required Reports Used for NEMT Program Monitoring, subsection 7, is amended to change the name of the section from Subcontractor Report to the following:
  - 3 Subcontractor Fleet Inventory Report
- 9. Exhibit J-2, Performance Metrics is 1:1mended to add back in subsection 2 of amendment 02, now called subsection 3, Per Trip Service Cost Incentive, as follows:

Exhibit J-3, Performance Metrics

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- 3. Per Trip Service Cost Incentive
  - a. The implementation of a performance Incentive under this Contract will consist of establishing revolving baseline standards to be used during the Period of Performance of this Contract, as may be extended by amendment. The monetary incentive shall first be applied during the first calendar quarter of 2012 using the baseline of the first calendar quarter of 2011. In subsequent calendar quarters during the Period of Performance, as may be extended, the corresponding quarter from the previous calendar year will be used by HCA when calculating the baseline.
  - b. The pertrip service cost baseline provided by HCA will determine if the Contractor is eligible to receive the Performance Incentive.
  - c. If the Contractor achieves a quarterly per trip service cost decrease comparing year-to-year as determined by HCA and reported to the Contractor from the service cost baseline of a minimum of one (1) percent or more, HCA will pay the Contractor an incentive for the quarter of a one (1) percent increase in the agreed monthly administrative cost payment. HCA will increase the amount of the incentive payment by one-tenth (1/10<sup>th</sup>) of one (1) percent up to a maximum of five (5) percent for each corresponding one-tenth (1/10<sup>th</sup>) of one (1) percent decrease in the quarterly per trip service cost compared to the quarterly per trip service cost for the corresponding quarter for the previous calendar year. Starting inJanuary 2012, HCA will begin to calculate and make incentive payments which will be made quarterly by the twentieth (20<sup>th</sup>) of the second month of the following calendar quarter. Incentive payments paid by HCA will increase the maximum administrative fees amount as stated In Section 4, Consideration.
  - d. Notwithstanding Section 15, Termination Due to Change in Funding, If the funds HCA relies upon to establish this Contract are withdrawn, reduced, or limited, due to program or eligibility changes, or other factors, resulting In additional or modified conditions being placed on such funding, HCA shall provide written notice to the Contractor.

All other terms and conditions of this Contract remain infull force and effect.