



Request for Proposal 08-X-20091

For: Transportation Broker Services-Division T2503 of Medical Assistance & Health Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to <u>RFP Section 1.3.1</u> for more information.)	04/30/08	2:00PM
Bid Submission Due Date (Refer to <u>RFP Section 1.3.2</u> for more information.)	05/21/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p>Small Business Set-Aside (Refer to <u>RFP Section 4.4.2.2</u> for more information.)</p>	<p>Status</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Human Services
Division of Medical Assistance and Health Services

Date: **04/04/08**

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Human Services (DHS), Division of Medical Assistance and Health Services (DMAHS). The purpose of this RFP is to solicit bid proposals for a primary single-source vendor to arrange for Livery Services in Essex and Hudson Counties only and livery transportation in other counties as those other counties agree to participate in the program for all eligible Medicaid Managed Care (MMC) and Fee For Service (FFS) beneficiaries. Additional services to be provided to all counties throughout the State for all eligible (MMC) and (FFS) beneficiaries include, Mobility Assistance Vehicle (MAV) transportation, Air Transportation Services, Basic Life Support (BLS) and Advance Life Support (ALS) Ground Ambulance Services.

Currently, Medicaid beneficiaries contact a Medicaid approved transportation provider to request transport. The provider submits a request for prior authorization to Unisys, the State's fiscal agent. The mode of transportation is determined during the prior authorization process. Provider reimbursement for these transportation services is paid by the fiscal agent.

The DHS intends to procure the services of a PRIMARY single-source vendor, otherwise referred to as the contractor, who will have the responsibility for maintaining a provider network; determining the appropriate mode of transport; and dispatching an appropriate vehicle to transport beneficiaries; and developing a quality assurance program to ensure access to the appropriate mode of transport based on medical necessity. The contractor may engage current transportation providers, experienced in providing these services to the counties. The contractor will be responsible for paying the network provider.

Bidders must demonstrate their ability to manage the medical transportation needs of eligible Medicaid beneficiaries. They must have current experience in providing such services and have demonstrable knowledge, skills, and innovative techniques to perform these services efficiently.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

***NOTE: Non-emergency livery services shall be provided for Fee for Service (FFS) and Managed Care (MMC) beneficiaries exclusively for Essex and Hudson counties on the contract effective date. The following counties anticipate participation in this service upon the expiration date of their current contract obligations, however, their participation is not guaranteed.**

**Ocean County
Union County**

**Camden County
Hunterdon County**

1.2 BACKGROUND

DMAHS spends approximately \$92 million annually for livery services for all eligible beneficiaries either directly (in Hudson and Essex Counties) or through the County Board (in the other nineteen [19] counties). A portion of the \$92 million is allocated for transportation for the nearly 25,000 clients who reside in a nursing facility and who may, from time to time, require transportation to/from medical appointments.

See Exhibit A for a breakdown of the Medicaid beneficiary population, by county and by FFS vs. MMC. Exhibits are located at the end of this document.

Exhibit C displays the breakdown by plan, with the eligibility count and transportation services covered for each of the plans. **Exhibit C** will be used to give all bidders an equal base from which to bid when deciding upon pricing determinations.

Transportation plays an important role in assuring eligible beneficiaries access to medical appointments. The location of providers and their practice sites may include but are not limited to practitioner offices, hospital outpatient departments, independent clinics, dialysis facilities, ambulatory surgery centers, and federally qualified health centers. This service is of particular importance to disabled beneficiaries needing critical services such as dialysis, rehabilitation, physical therapy, chemotherapy, or children attending behavioral health programs. Additional services also provide transportation for certain institutionalized beneficiaries, including those residing in nursing facilities requiring transport to medical appointments.

Livery service is a 'curb-to-curb' service for ambulatory beneficiaries and MAV service is a door-through-door service for beneficiaries who use a wheelchair or are ambulatory with assistance.

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action,

Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.4.8 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm, but not change its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproduction. This rate also includes door-through-door expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work approved by the Director.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS

ABD (Aged, Blind, Disabled) - Categories of eligibility limited to individuals 65 years of age or older; or individuals determined disabled and/or blind based on criteria established by the Social Security Administration.

Adjudication – The point in the processing of claims at which a final decision is reached to pay or deny a claim.

Advance Life Support- (ALS) Mobile Intensive Care Unit/Advance Life Support service.

Advance Reservations – A transportation request scheduled for a subsequent date and time.

Air Transportation Service – The provision of non-emergency medical transportation by air, to enable the beneficiary to access medically necessary services, in an aircraft certified by, and operated in accordance with, Federal Aviation Administration (FAA) requirements. Air transportation will be provided through the contractor when the beneficiary needs air transportation to travel to and/or from an appointment with a health care service provider to receive medically necessary services. During the provision of air transportation services, escorts are provided to accompany beneficiaries who are blind, deaf, mentally ill, mentally retarded or under 21 years of age. Escorts may be employed by the transportation provider, and/or may be a parent, caregiver or caseworker of the beneficiary.

Basic Life Support (BLS) – Ambulance services provided in non-critical situations in which paramedic intervention is not immediately needed and time is not a critical factor in treatment. Non-emergency BLS ambulance service will be provided through the contractor when the beneficiary needs an ambulance to travel to and/or from an appointment with a health care service provider to receive medically necessary services.

Basic Service Area – Means the geographic area in which the contractor is obligated to provide covered services for its eligible enrollees under this contract.

Beneficiary – Any person eligible to receive fee-for-service (FFS) services and managed care (MMC) services in the New Jersey Medicaid program, in accordance with N.J.S.A. 30:4D-1 et seq.

Call Center - Telephone facility with toll-free dedicated “800” telephone lines and corresponding numbers, which is staffed for the purpose of meeting customer service needs. Operation of the call center includes, but is not limited to: answering general questions of callers; handling requests for application packages, enrollment and other Medicaid service-related materials.

Capitated Service – Any covered service for which the contractor receives capitation payment.

Capitation – A contractual agreement through which a contractor agrees to provide specified health care services to all enrollees for a fixed amount per enrollee per month.

Capitation Payments – The amount paid monthly by DMAHS to the contractor in exchange for the delivery of covered services to enrollees based on a fixed Capitation Rate per enrollee, notwithstanding (a) the actual number of enrollees who receive services from the contractor, or (b) the amount to any particular enrollee.

Capitation Rate – The fixed monthly amount that the contractor is prepaid by DMAHS for each enrollee for which the contractor provides the services included in the Benefits Package described in this contract. (See Exhibit D)

Claim – Request for payment by a network provider administered by the contractor

Clean Claim – Network provider payment request submitted to the contractor in the proper claim format with sufficient information to be accepted for claims processing.

Clinic or Independent Clinic – An entity that provides medical services pursuant to N.J.A.C. 10:66. Clinics include, but are not limited to, drug treatment centers, federally qualified health centers, and mental health facilities.

Commencement of Operations- The date ninety (90) days after Contract Award upon which the Contractor will be required to provide the services required by this RFP.

Commercial Driver License (CDL) –A license issued to a person authorizing the person to operate a certain class of motor vehicle as defined at N.J.S.A. 39:3-10.11.

Commercial Motor Vehicle (CMV) – A commercial motor vehicle as the term is defined at N.J.S.A. 39:3-10.11.

Complaint - A protest by an enrollee as to the conduct of the contractor or any agent of the contractor, or an act or failure to act by the contractor or any agent of the contractor, or any other matter in which a beneficiary feels aggrieved by the contractor or any other agent of the contractor, that is communicated to the contractor and that can be resolved by the contractor or any agent of the contractor within ten (10) business days.

Confidentiality of Records - Information concerning beneficiaries is kept private and subject to disclosure on a need to know basis. The standards governing maintenance of and access to enrollee records are defined under the Health Information Portability Accountability Act (HIPAA).

Credentialing – The contractor’s determination as to the qualifications and assigned privileges of a specific provider to render specific health care services.

County Welfare Agency (CWA)/County Board of Social Services (CBOSS) – The county-based agencies responsible for implementation of specified Medicaid and other eligibility screening and for implementation of non-emergency livery services.

Days – Calendar days, unless otherwise specified.

Division of Developmental Disabilities (DDD) – The division within the New Jersey Department of Human Services that provides evaluation, functional and guardianship services to eligible persons who are developmentally disabled. Services include residential services, family support, contracted day programs, work opportunities, social supervision, guardianship, and referral services.

Division of Disability Services (DDS) – The division within the New Jersey Department of Human Services that promotes the maximum independence and participation of people with disabilities in community life.

Deliverable – All individually mandated requirements, including, documents/reports/manuals to be submitted to DHS by the contractor, pursuant to this contract.

Department (DHS) – The Department of Human Services, in the executive branch of New Jersey State government, is the single state agency designated by the Centers for Medicare & Medicaid Services to administer the Medicaid program, in accordance with N.J.S.A. 30:4D-3 and 42 C.F.R. 412.30. The Department of Human Services includes the Division of Medical Assistance and Health Services (DMAHS) and the terms are used interchangeably for this contract. The Department also includes: the Division of Family Development (DFD), the Division of Mental Health Services (DMHS), the Division of Disability Services (DDS), the Commission for the Blind and Visually Impaired (CBVI), the Division of the Deaf and Hard of Hearing (DDHH) and the Division of Developmental Disabilities (DDD).

Department of Children and Families (DCF) – The department in the executive branch of New Jersey State government that is responsible for programs for children and families, including the programs of the Division of Youth and Family Services (DYFS) and the Division of Child Behavioral Health Services (DCBHS). Many of the children served by DYFS and DCBHS are Medicaid beneficiaries.

Division of Family Development (DFD) – The division within the New Jersey Department of Human Services that administers programs of financial and administrative support for certain qualified individuals and families and regulates the County Boards of Social Services.

Department of Health and Senior Services (DHSS) – The department within the executive branch of New Jersey State government that is responsible for administering specified Title XIX Medicaid services to the aged and disabled on behalf of the Department of Human Services.

Division of Medical Assistance and Health Services (DMAHS) – The division within the Department of Human Services that is responsible for the administration and oversight of the Title XIX Medicaid program on behalf of DHS.

Door-to-Door- Service to include assistance to the point of entry for the beneficiary, (i.e., medical office, outpatient clinic, etc.)

Driver's License – A license issued by the Motor Vehicle Commission (MVC) authorizing a person to operate a particular type of motor vehicle.

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

Emergency Services – Covered outpatient services furnished by an approved transportation provider that are necessary to stabilize an emergency medical condition. Emergency transportation services are not provided through the contractor under this contract.

Emergent Service - Treatment of a condition that is potentially harmful to a patient's health and for which his/her physician determined it is medically necessary for the patient to receive medical treatment within 24 hours to prevent deterioration. Emergent care is not covered under this contract.

Encounter Claim--The basic unit of service used in accumulating utilization data and/or a face-to-face contact between a patient and a health care provider resulting in a service to the patient.

Encounter Data--The record of the number and types of services rendered to patients during a specific time period.

Endorsement – As defined at N.J.S.A. 39:3-10.11, an authorization to provide a commercial driver license that authorizes the permit holder of the license to operate certain types of commercial motor vehicles.

Escort - One that accompanies a beneficiary. An escort may be employed by the transportation provider, and/or may be a parent, caregiver or caseworker of the beneficiary.

Fair Hearing – The appeal process available to all Medicaid eligibles pursuant to N.J.S.A. 30:4D-7 and administered pursuant to N.J.A.C. 10:49-10.

Fee-For-Service (FFS) – A method for provider reimbursement based on payment for specific services rendered to a specific enrollee.

Fixed Rate – Claims that are paid based on HIPAA-approved procedure codes and all-inclusive amounts as established by the contractor.

Fraud – A deliberate deceptive practice so as to secure unfair or unlawful gain.

Ground Ambulance Service – The provision of emergency or non-emergency medical transportation in a vehicle that is licensed, equipped, and staffed in accordance with New Jersey State Department of Health and Senior Services rules, as specified at N.J.A.C. 8:40. Emergency medical transportation is not provided through the contractor. Non-emergency medical transportation in a vehicle that is licensed, equipped, and staffed in accordance with N.J.A.C. 8:40 will be provided through the contractor.

HIPAA – Health Insurance Portability and Accountability Act – The Federal statute governing transmission of medical information between providers of medical services and payers, Public Law 104-191, 42 U.S.C. 1320d through 42 U.S.C. 1320d-8. Associated Federal regulations are codified at 45 CFR Parts 160, 162, and 164.

Institutionalized – Residing in a nursing facility, psychiatric hospital, or intermediate care facility/mental retardation (ICF/MR); this does not include admission to an acute care or rehabilitation hospital setting.

Inservice - An on going coordinated education program for DMAHS staff and/or contractor or subcontractor staff concerning policies and procedures, to be conducted with new employees of the contractor or subcontractor within thirty (30) days of employment.

Livery Service – Non-emergency transportation reserved for sick, infirm, or otherwise disabled persons who are under the care and supervision of a physician and whose medical condition requires transportation for medical care. Livery transportation services shall be **curb-to-curb**. Providers shall not be required to enter residences and/or facilities to pick up beneficiaries. Providers are responsible only for assisting beneficiaries into and out of the vehicle.

Livery Vehicle – A van or sedan licensed, registered, insured, maintained and operated as required in this RFP and by the laws and regulations of the State of New Jersey or of the state in which the vehicle operates or is licensed.

Managed Care- (MMC) A comprehensive approach to the provision of health care, which combines clinical, preventive, restorative, and emergency services, in addition to administrative procedures within an integrated and coordinated system, to provide timely access to primary care and other medically necessary health care services in a cost effective manner.

Medicaid – The joint Federal/State program of medical assistance established by Title XIX of the Social Security Act, 42 U.S.C. § 1396 et seq., which is administered in New Jersey by DMAHS within DHS pursuant to N.J.S.A. 30:4D-1 et seq.

Medicaid Eligible – An individual eligible to receive services under the New Jersey Medicaid program.

Medicaid Fee Allowance - Rates established by DMAHS for covered transportation services.

Medicaid Beneficiary or Beneficiary – An individual eligible for Medicaid who has applied for and been granted Medicaid benefits by DMAHS, generally through a County Welfare Agency (CWA) or Social Security District Office.

MACC – Medical Assistance Customer Center – The DMAHS local office delegated to assist beneficiaries and providers in the delivery and receipt of Medicaid services.

Medical Director – May be a physician, registered nurse or a nurse practitioner, licensed in the State of New Jersey, designated by the contractor to exercise general supervision over the prior authorization process.

Medically Necessary Services – Services or supplies necessary to prevent, diagnose, correct, prevent the worsening of, alleviate, ameliorate, or cure a physical or mental illness or condition; to maintain health; to prevent the onset of an illness, condition, or disability; to prevent or treat a condition that endangers life or causes suffering or pain or results in illness or infirmity; to prevent the deterioration of a condition; to promote the development or maintenance of maximal functioning capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age; to prevent or treat a condition that threatens to cause or aggravate a handicap or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the enrollee. The services provided, as well as the type of provider and setting, must be reflective of the level of services that

can be safely provided, must be consistent with the diagnosis of the condition and appropriate to the specific medical needs of the enrollee and not solely for the convenience of the enrollee or provider of service and in accordance with standards of good medical practice and generally recognized by the medical scientific community as effective.

Course of treatment may include mere observation or, where appropriate, no treatment at all. Experimental services or services generally regarded by the medical profession as unacceptable treatment are not medically necessary for purposes of this RFP.

Medically necessary services provided must be based on peer-reviewed publications, expert pediatric, psychiatric and medical opinion, and/or medical/pediatric community acceptance.

In the case of pediatric enrollees, this definition shall apply with the additional criteria that the services, including those found to be needed by a child as a result of a comprehensive screening visit or an inter-periodic encounter whether or not they are ordinarily covered services for all other Medicaid enrollees, are appropriate for the age and health status of the individual and that the service will aid the overall physical and mental growth and development of the individual and the service will assist in achieving or maintaining functional capacity.

Medical Necessity Form (MNF) – The form used by the contractor to request information from the provider regarding a transportation prior authorization request.

Medicare – The program authorized by Title XVIII of the Social Security Act to provide payment for health services to federally defined populations, generally, the aged and/or disabled.

Mobility Assistance Vehicle (MAV) – MAV service is a non-emergency health care transportation vehicle that is licensed, equipped, and staffed in accordance with New Jersey State Department of Health and Senior Services rules to provide non-emergency health care transportation, MAV service, as specified in N.J.A.C. 8:40 and 8:41, by certified trained personnel, for sick, infirm or otherwise disabled individuals who are under the care and supervision of a physician and whose medical condition is not of sufficient magnitude or gravity to require transportation by ambulance, but whose medical condition requires transportation from place to place for medical care. MAV transportation services shall be door-through-door. Providers are required to enter residences and/or facilities to pick up beneficiaries. Providers shall be responsible for lifting wheelchair and/or gurney beneficiaries up and down a maximum of four stairs.

Motor Vehicle Commission (MVC) – The New Jersey Motor Vehicle Commission, which is responsible for licensing vehicles and drivers in the state of New Jersey.

Non-emergency medical transportation (NEMT) – Those services specified in the Title XIX State Plan and this RFP that are needed to assist beneficiaries who are not experiencing a medical emergency in accessing medically necessary services.

New Jersey Administrative Code (N.J.A.C.) – The compilation of the regulations of the State of New Jersey, as amended and supplemented by rule adoptions published in the New Jersey Register. The N.J.A.C. and the New Jersey Register may be accessed on a no-cost basis at www.lexisnexis.com/njoal.

New Jersey Statutes Annotated (N.J.S.A.) – Means the compilation of the statutes of the State of New Jersey, as amended and supplemented. The text of the N.J.S.A. may be accessed for free at <http://www.njleg.state.nj.us/>.

Non Clean Claim - A network provider claim that requires additional information prior to submission for administration.

Non-Covered Medicaid Services – All services that are not covered by the New Jersey Medicaid State Plan.

Participating Provider – A provider that has entered into a provider contract with the contractor to provide services.

Prior Authorization – Approval of medical services or transportation services based on medical necessity and issued by the State or an approved authorizing agent, such as the contractor, based on the criteria described in Section 3.6.

Project Manager – The contractor’s employee responsible for contract oversight and management.

Provider - Any person, public or private institution, agency or business concern approved by the DMAHS, lawfully providing medical care, services, goods, and supplies authorized under this act, holding, where applicable, a current valid license to provide such services to dispense such goods or supplies.

Provider Contract – Any written contract between the contractor and a provider that requires the transportation provider to perform specific parts of the contractor’s obligations for the provision of the transportation health care services under this contract.

Provider Network - Network of providers established by the contractor to service eligible beneficiaries within the scope of the RFP.

Reports - The compilation of relevant data required by DMAHS in accordance with this contract for the purpose of monitoring utilization of non-emergency transportation services and contractor performance.

Reservation – Requests received by the contractor for transportation based on medical need.

Service Area – The geographic area or region comprised of those counties as designated in the contract.

Service Location/Service Site – Any location at which an enrollee obtains any health care service provided by the contractor under the terms of the contract.

Short-Term – A period of 30 calendar days or fewer.

Subcontractor Payments – Any amounts the contractor pays a provider or subcontractor for services they furnish directly.

Subscription Service – Repetitive requests for transportation by the same beneficiary to the same destination.

Temporary Assistance for Needy Families (TANF) - Federal welfare reform program which replaced the Aid to Families with Dependent Children, or AFDC, that is a program administered through DFD in coordination with the CWA/CBOSS agencies.

Telecommunication Device for the Deaf (TDD) – An electronic telecommunications device used to communicate with individuals who have difficulty communicating due to hearing or speech difficulties, by means of telephone service.

Text Telephone (TT) – Used for sending and receiving messages that are typed and transmitted as text. It consists of a keyboard and display which are connected to the telephone network. It is used by individuals with communication difficulties.

Tracking - A process for keeping a record of the usage of transportation services.

Transportation – The use of an approved vehicle to move Medicaid beneficiaries from place to place for the purpose of obtaining a Medicaid covered service.

Transportation Reimbursement Allowance – Claims paid on a FFS basis, as indicated in N.J.A.C. 10:50-2, HCFA Common Procedure Coding System (HCPCS).

Unisys – The State’s fiscal agent, for Medicaid/Medicare payments.

Urgent Care – Treatment of a condition that is potentially harmful to a patient’s health and for which his/her physician determined it is medically necessary for the patient to receive medical treatment within 24 hours to prevent deterioration. Urgent care is not covered under this contract.

Urgent Service – A transportation need which must be met within 24 hours of the request made of the Contractor.

Utilization Review Process (URP) – Used by the contractor to communicate with practitioners for the purpose of requesting information to justify medical necessity in the prior authorization process.

Utilization – The rate patterns of service usage or types of service occurring within a specified time.

Valid – Driver’s license legally acquired, current, up-to-date, and not expired, revoked or suspended by the State issuing the driver’s license. NJMVC regulation shall apply regarding residence status changes.

Waiting Time – That period of actual time, in increments of fifteen (15) minutes, beginning thirty (30) minutes following delivery of the beneficiary to his/her destination, for non-emergency ground ambulance and MAV service.

Work First New Jersey (WFNJ)/General Assistance (GA) – The single public assistance program established pursuant to P.L. 1997, c.13, c.14, c.37 and c.38, which provides assistance to single adults, couples without dependent children and families with dependent children.

3.0 SCOPE OF WORK

3.1 GENERAL DESCRIPTION OF SERVICES

3.1.1 The contractor shall have in place, ninety (90) days after award of the contract all contractual services to be provided, which shall include, but may not be limited to, network management, including: contract negotiation, credentialing providers, marketing, provider enrollment, claims adjudication, prior authorization, management information systems, financial management, and reporting. The contractor shall conduct any and all necessary beneficiary evaluations for the purpose of determining appropriate medical necessity for the requested transportation service within three (3) business days of the request. The contractor shall meet a compliance rate of 99%.

3.1.2 The contractor shall arrange for livery services for all Medicaid beneficiaries (MMC and FFS) in Essex and Hudson counties only, with a strong possibility for the additional counties listed in Section 1.1 above. Public transportation shall be arranged in lieu of livery when determined appropriate by the prescriber in the Medical Necessity Form (MNF).

The contractor shall also arrange for the following non-emergency transportation services throughout the State for eligible Title XIX FFS Medicaid clients: Mobility Assistance Vehicle (MAV) transportation, all Basic Life Support (BLS) and Advance Life Support (ALS) Ground Ambulance Services, and Air Transportation.

The contractor shall arrange for the provision of non-emergency medical transportation by air, to enable the FFS beneficiary any needed access medically necessary services, in an aircraft certified by, and operated in accordance with, Federal Aviation Administration (FAA) requirements. Air transportation may be provided through the contractor when the beneficiary requires air transportation outside the State of New Jersey to travel to and/or from an appointment with a health care service provider to receive medically necessary services. Non-emergency air transportation needed to access medically necessary services shall be administered by the contractor. Prior authorization by the contractor is required for non-emergency air transportation.

NOTE: The contractor shall be reimbursed for air travel based on the actual cost of the airline ticket without contractor markup. (There shall not be any increase over the actual invoice cost)
Bidders shall not use price line 00003

The cost of meals and lodging shall be covered for a beneficiary and one escort, when required in conjunction with in-State and out-of-State travel to receive medical care. When the escort is a family member, the family member shall not be eligible for any fee, but the family member's transportation and any costs directly associated with the transportation (meals and lodging) are covered. Meals and lodging costs shall be covered when the costs are directly associated with transportation to the location where the medical service is rendered or transportation from the location where the medical service is rendered. The cost of meals and lodging en route to and from in-State and out-of-State medical care must have prior authorization from the State Contract Manager.

NOTE: The contractor shall be reimbursed for the cost of meals and lodging, based on the GSA per diem rates for the State of New Jersey, without contractor markup, located on the following web site.

GSA - Domestic Per Diem Rates

Domestic per diem rates and links to foreign per diem rates.

www.gsa.gov/HP_01Trvl_perdiem

Bidders shall not use price line 00004

3.1.3 The contractor shall provide Call Center accessibility to all eligible beneficiaries twenty-four (24) hours per day/seven (7) days per week. The contractor's personnel shall be available for calls during regular business hours, Monday through Friday, from 8AM to 4PM. Additionally, the contractor shall provide phone answering service outside regular business hours and all calls must be addressed within the first- two (2) hours of the next business day.

3.1.4 The contractor shall manage the overall day-to-day operations necessary for the provision of transportation services, reports and the maintenance of appropriate records and systems of accountability to report to DMAHS.

3.1.5 Trips shall be scheduled and dispatched in a such a manner to ensure that the average waiting time for pickup or delivery does not exceed thirty (30) minutes, and at least 90 percent of all pick-ups must be within thirty (30) minutes of the scheduled pick-up time, measured on a monthly basis. Network providers shall report instances of excessive wait times to the contractor, who shall report this information to DMAHS. The contractor shall ensure that beneficiaries arrive at pre-arranged times for appointments and are picked up at pre-arranged times, unless beneficiaries have requested, and qualify medically for, "will call" return pick-ups. In the case of "will call" pick-ups, the contractor must arrive at the pick-up location within ninety (90) minutes of the beneficiary's notification to the contractor that the beneficiary is ready for the return trip pick-up. The contractor must develop procedures to prevent excessive multi-loading of vehicles and excessively long trips. A transportation provider shall be allowed to transport up to four (4) beneficiaries at a time. Ninety percent (90%) of shared ride (multi-load) trips must take no more than thirty (30) minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, on a non-shared basis. No more than one percent (1%) of scheduled trips shall be missed on a monthly basis.

3.1.6 The contractor shall develop an operational procedural manual, detailing the procedures to be used in scheduling and delivery of transportation services. This manual shall be submitted to DMAHS for review and approval at least twenty-five (25) business days prior to Commencement of Operations. The Contractor shall incorporate modifications required by DMAHS within ten (10) business days of notification. The Contractor shall not be allowed to begin operations without an approved operations procedural manual. (Section 4.4.4.2 requires a "Sample Draft" of a procedures manual.)

3.1.7 This operations procedural manual shall be given to all contractor staff and shall be incorporated into all training programs for new employees. The manual shall be provided to all network transportation providers. The manual shall be used in a mandatory orientation program to be provided by the contractor to all network transportation providers. The operation procedural manual shall be reviewed and updated at least annually and whenever changes in operations are made. Updates to the manual shall be approved by DMAHS before distribution.

3.1.8 The contractor shall determine and authorize the most appropriate and overall economical mode of transportation as charged to the Medicaid System for each eligible beneficiary requesting transportation services.

A person must be non-ambulatory or require assistance to be eligible for MAV transport. If a MNF assessment reveals that beneficiary does not require MAV, livery and/or public transit are acceptable alternatives. The contractor may utilize other alternatives, at its discretion.

3.1.9 Upon authorization, the contractor shall use a scheduling methodology to schedule beneficiary trips and ensure that trip assignment activities are performed efficiently. The scheduling method shall be capable of accommodating advance reservations, subscription service, and requests for Urgent Service.

3.1.10 The contractor shall include in its operations procedure manual, procedures to be used to improve the compliance of target populations with scheduled transports. The contractor shall develop procedures to deal with last minute requests from beneficiaries; scheduling changes; “no-shows”, and late running vehicles.

3.1.10.1 All transport services, except for Urgent or Emergent services, should be scheduled in advance, 24 to 48 hours advance notice should be sufficient. Urgent or Emergent Services are not covered under this contract.

3.1.11 The contractor shall be reimbursed by capitation payments which shall encompass payments for all services provided. Capitation payments will be provided by the tenth (10th) day of each month transportation services begin.

3.1.12 Same day scheduling must be available for Urgent situations as may be determined by the Medical Director. All other rides should be scheduled in advance. Beneficiaries cannot be denied services. State Contract Manager, or his designee, will work with Contractor, if appropriate, to resolve a dispute between the broker and the beneficiary related to transportation services.

3.1.13 While staff does not need to be located in New Jersey, the contractor's staff shall be available for meetings and conferences at Quakerbridge Plaza, Hamilton Township, New Jersey, at the discretion of DMAHS. This contract does not require the contractor to be located in New Jersey. If the DMAHS offices move, the contractor shall be required to attend meetings and conferences at the new location.

3.1.14 The contractor shall be available to DMAHS staff via telephone on an as-needed basis.

3.2 STAFFING

3.2.1 The contractor shall have, in place, ten (10) days before the Commencement of Operations, the organization, management and administrative systems necessary to fulfill all contractual requirements, in addition to a list of staff members. The contractor shall demonstrate to DMAHS' satisfaction that it has the necessary staffing, by function and qualifications, to fulfill its obligations under this contract which include at a minimum:

- Project manager liaison who shall be the main point of contact with DMAHS: he/she will be responsible for coordinating all administrative activities for this Contract
- Medical director who shall be a physician, registered nurse or a nurse practitioner, licensed in the State of New Jersey
- Financial officer(s) or accounting and budgeting officer
- Quality Management Coordinator, (QMC)
- Sufficient staff with the qualifications and skills required to provide prior authorization for transportation requests.
- Customer services staff
- Provider services staff
- Claims processing staff with the qualifications and skills sufficient to accommodate processing of transportation claims.
- Adequate administrative and support staff, including staff to support State fair hearings and serve as compliance contact with DMAHS (see fair hearing)

***Note:** Both medical director and financial officer may be located out-of-state and neither is required to be full-time.

3.2.2 Staff Changes

The contractor shall inform DMAHS, in writing and in accordance with Section 5.6 of the RFP, within seven (7) days of key administrative staffing changes including but not limited to medical director, financial officer, Quality Management Coordinator (QMMC), and supervisory staff.

3.2.3 Vacated Positions

In all cases, vacated positions must be filled and approved by the State Contract Manager and replacement staff must be performing the duties of the vacated position within thirty (30) calendar days, with a reasonable period for transition between new and old staff.

3.2.4 Failure to Meet Staffing Requirements

Failure of the contractor to provide quality services due to inadequate staffing, as outlined in this RFP or to receive prior written approval from the State Contract Manager for staffing changes, or to provide satisfactory replacement personnel may be cause for contract termination.

3.3 CONTRACTOR, PROVIDER NETWORK RESPONSIBILITIES

3.3.1 The contractor shall have established ten (10) days prior to Commencement of Operations a provider network with sufficient capacity to provide the transportation services covered under the scope of this contract. The contractor is prohibited from being an owner, in full or in part of any organization participating as a transportation provider in the Medicaid program or having equity interest in or be involved in the management of the organization or entity. This prohibition extends to family members of the owners of the contractor, managers of the contractor and any administrative or management services subcontractors of the contractor on this project.

3.3.2 The contractor shall use its provider network to provide MAV and ground ambulance transportation services for all counties through out the entire State. Additionally, non-emergency livery/livery transportation services shall be provided to Essex and Hudson Counties only and several other counties listed in Section 1.1 above.

MAV is a statewide service, which the contractor will provide to beneficiaries not enrolled in a managed care plan. Eligible MMC beneficiaries will only be receiving livery service under this contract.

3.3.3 Network providers shall not receive or respond to direct requests from beneficiaries for transportation. The beneficiary must contact the contractor directly. The contractor shall follow the requirements set by DMAHS regarding provider enrollment, as described in N.J.A.C. 10:50-1.1 et seq.

NOTE: Currently in Hudson and Essex Counties, a beneficiary may call network providers directly for livery service. This practice will no longer be permissible under this contract.

3.3.4 The contractor shall provide a language interpreter service and toll free numbers that have adequate TTY/TTD capability to ensure that non-English speaking and hearing impaired beneficiaries can access transportation services.

3.3.5 Network providers must wait at least ten (10) minutes after the scheduled pick-up time before “no-showing” the beneficiary at the pick-up location. The network provider shall document all “no shows”.

3.3.6 The contractor shall provide an escort to accompany any beneficiary during transport who is blind, deaf, mentally ill, mentally retarded, or under twenty-one (21) years of age. The escort must be at least twenty-one (21) years of age or older. A maximum of four (4) beneficiaries per escort is allowed.

3.3.6.1 A parental waiver may be obtained for beneficiaries older than seventeen (17) years of age through their twenty-first birthday. The contractor is responsible for making escorts available when required. The cost for this service shall be included in the contractor's capitation rates.

NOTE: Medicaid regulations limit transportation services to beneficiaries "whose medical condition requires transportation for medical care only." Trips to the pharmacy, or to appointments other than medical care etc., are not covered by this contract.

3.3.7 The contractor is prohibited from contracting with providers who have been terminated elsewhere for fraud or abuse (**see N.J.A.C. 10:49**). This information may be available at the following web-site: <http://oig.hhs.gov>. Failure to comply with this requirement can be cause for contract termination.

3.3.8 The contractor shall require the network providers to maintain a daily log, which shall include but not be limited to the following information:

- Date
- Driver's name
- Driver's signature (or authenticated log-in ID)
- Transportation provider name and number
- Actual start time (from base station)
- Each authorized beneficiary with actual pick up time
- Actual pick-up location
- No-show indicator
- Each actual drop off time for authorized beneficiary
- Actual drop-off location
- Authenticating beneficiary signature or ID card swipe
- Actual return time (to base station)
- Authorized stamp and signature of transportation provider
- Other pertinent information regarding completion of the trip, (cardiac arrest, vehicle break down or accident, etc.)

3.3.9 All network provider agreements shall comply with the following requirements for drivers of transportation vehicles:

- All drivers, at all times during their employment, must be at least twenty (20) years of age and have a current valid driver's license from the State to operate the transportation vehicle to which they are assigned. (**A valid driver's license from a border State will be acceptable**) i.e., New York, Pennsylvania and Delaware.
- Drivers shall have no more than two (2) chargeable accidents and/or moving violations within the last three (3) years. Drivers shall not have had their driver's license, commercial or other, suspended or revoked at any time.
- Drivers shall not have any prior indictments for substance abuse, sexual abuse or crimes of violence. Refer to Section 3.15 of this RFP for Security Clearance.
- All drivers shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance.
- No driver or escort shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time. The

transportation provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of beneficiaries.

- All drivers and escorts shall wear or have visible, easily readable proper organization identification.
- At no time shall drivers or escorts smoke while in the vehicle, while involved in beneficiary assistance, or in the presence of any beneficiary.
- Drivers shall not utilize any type of personal entertainment device or cellular telephone at any time the vehicle is in motion.
- Drivers shall assist passengers in the process of being seated and confirm that all seat belts are fastened properly and wheelchairs and wheelchair passengers are properly secured. In addition to “Boosters” or car seats for children – State law requires that children up to age 8 or 80 pounds ride in a safety or booster seat in the rear seat of the vehicle.
- Drivers shall provide necessary assistance, support, and oral directions to passengers. Such assistance shall include assistance with beneficiaries of limited mobility, and movement and storage of mobility aids and wheelchairs.

It will be the responsibility of the beneficiary to have their own booster or car seat, but the contractor shall advise the beneficiary that these items may be obtained through Medicaid.

3.3.10 The contractor shall ensure that all transportation providers maintain all vehicles adequately to meet the requirements set by the DHSS and MVC. Vehicles and all components shall comply with or exceed State, Federal, and manufacturer’s safety and mechanical operating and maintenance standards for the vehicles. Vehicles shall comply with the Americans with Disabilities Act (ADA) regulations. In addition, all vehicles shall meet the following requirements:

- Two-way communications between the contractor and network providers; and between network providers and drivers.
- Adequate heating and air-conditioning.
- Functioning, clean, and accessible seat belts for each passenger seat position. Each vehicle shall utilize child safety seats when transporting children under age eight (8).
- Functioning speedometer and odometer.
- Clean interior and exterior of the vehicle. The exterior is to be free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
- Clean passenger compartments that are clean, free from torn upholstery or floor or ceiling covering, damaged or broken seats, and protruding sharp edges. The passenger compartment shall also be free of dirt, oil, grease, or litter.
- Have the transportation provider’s name, fleet number, and telephone number prominently displayed within the interior of each vehicle. This information and the complaint procedures shall be available in written form in each vehicle for distribution to beneficiaries on request.
- A prohibition against smoking in all vehicles at all times. All vehicles shall have the following signs posted in all vehicle interiors, easily visible to the passengers: “NO SMOKING” “ALL PASSENGERS MUST USE SEAT BELTS”
- Include a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
- Contain a fully equipped first aid kit.
- Be made available for immediate inspection upon the Contract Manager request.

3.3.11 Any vehicle or driver found out of compliance with these requirements and/or State or Federal regulations shall be removed from service immediately until the contractor verifies correction of deficiencies to the Contract Manager. Any deficiencies and actions taken shall be

documented and become a part of the vehicle's and the driver's permanent records, as appropriate.

3.3.12 The contractor shall develop and implement an annual inspection process in addition to the applicable State vehicle inspection requirements to verify that vehicles used by contracted network providers meet the above requirements; those found in N.J.A.C. 10:50-1.1 et seq. and that safety and passenger comfort features are in good working order (e.g., brakes, tires, tread, signals, horn, seat belts, air conditioning/heating, etc.).

Prior to execution of this contract and the service agreement between the contractor and each network provider, the contractor shall complete an initial inspection of all the network provider vehicles. Records of all inspections shall be maintained on file for a minimum of five (5) years and readily accessible to DMAHS staff upon request.

3.3.13 The contractor shall negotiate fixed rates for fee allowances and related transportation services with network providers. The contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and least costly transportation services are provided.

3.3.14 All network providers of non-emergency Basic Life Support (BLS) and Advance Life Support (ALS) must be Medicare-approved providers.

3.3.15 The contractor shall provide timely payment to each network transportation provider based on the authorized services rendered. Full payment of all authorized trips shall be made to the transportation provider within thirty (30) calendar days of receipt of a clean claim; if information is missing or incomplete, the claim must be resolved within sixty (60) days (i.e. the contractor may deny if necessary, but may not leave open referrals beyond sixty (60) days). The contractor's payment procedures shall ensure that transportation provider claims for reimbursement match verification of authorized trips. The contractor shall validate that all transportation services paid for under the contract are properly authorized and actually rendered. The contractor shall also have adequate safeguards in place against fraudulent activity by transportation providers and beneficiaries. The contractor shall be responsible for obtaining refunds from network providers for all fraudulent charges paid.

3.3.16 The contractor shall not release for distribution newsletters, alerts, letters or related materials to network providers unless approved by DMAHS. Provider communication concerning Medicaid beneficiaries requires DMAHS approval.

NOTE: If the contractor fails to provide the required commodity/service, the State may obtain the required commodity/service elsewhere; any additional cost will be charged the incumbent contractor.

3.4 CREDENTIALING/RE-CREDENTIALING RESPONSIBILITIES

3.4.1 The contractor shall implement a credentialing/recredentialing process to ensure that those requiring licensure/certification under the scope and terms of this contract are qualified to perform covered services. This process shall include at a minimum:

- Written policies and procedures – The contractor shall have written policies and procedures for the credentialing process, which include the contractor's initial credentialing of providers, as well as its subsequent recredentialing, recertifying and/or reappointment of providers.
- Oversight by Medical Director – The Medical Director must review and approve the credentialing policies and procedures.

- Credentialing committee – The contractor shall designate a credentialing peer review body to make recommendations regarding credentialing decisions.
- Process – The initial credentialing process must obtain, review and verify at minimum, all of the following information:
 - ✓ Valid Department of Health and Senior Services (DHSS) vehicle license for MAV
 - ✓ Valid MVC or neighboring State Driver License
 - ✓ Valid Vehicle Registration
 - ✓ Valid Certificate of Insurance
 - ✓ Valid Insurance Identification Cards
 - ✓ Criminal History Background Check
 - ✓ Fingerprinting, (National fingerprint data base)
 - ✓ Approved Medicare Provider, if applicable

3.4.2 The contractor shall recredential network providers annually, meeting the same initial credentialing requirements.

3.4.3 The credentialing/recredentialing process shall include review of data from:

- Beneficiary complaints;
- Results of quality reviews;
- Utilization management; and
- Customer satisfaction surveys

3.4.4 The contractor retains the right to approve new providers, and to terminate or suspend individual providers. The contractor shall have policies and procedures for the suspension, reduction or termination of network privileges. The contractor shall report immediately to the State Contract Manager any suspension, reduction or termination of network privileges.

3.4.5 The contractor shall provide a mechanism for, and evidence of the implementation of the reporting of serious quality deficiencies resulting in suspension or termination of a provider, to the appropriate authorities. MAV and BLS deficiencies should be reported to DHSS and livery deficiencies should be reported to DMAHS.

3.4.6 While the contractor may terminate a network provider for “no cause”, the network provider shall be afforded an appeals process, which shall be described in the Operations Manual and will be subject to State approval. This process shall not apply in cases involving imminent harm to patient care, a determination of fraud, or a final disciplinary action by a State licensing board or other governmental agency.

3.4.7 The contractor shall not terminate or refuse to renew a contract for participation in the contractor’s network, solely because the provider has (1) advocated on behalf of a beneficiary; (2) filed a complaint against the contractor; (3) appealed a decision of the contractor; or (4) requested review.

3.4.8 The contractor shall ensure compliance with federal requirements prohibiting employment of or contracts with individuals excluded from participation under the terms and requirements set forth by either Medicare or Medicaid or both.

3.5 CONTRACTOR OPERATIONAL RESPONSIBILITIES

3.5.1 For each beneficiary requesting transportation services, the contractor shall make a determination of the beneficiary's eligibility for Medicaid transportation services. Fifteen (15) days after contract award, the contractor shall be able to query the eligibility data utilizing an on-line access site, to be provided by the State as set forth in **Section 3.16.1**. This information shall be used to confirm beneficiary eligibility and assist with service authorization and trip scheduling.

3.5.2 The contractor should verify the transportation necessity, by confirming the appointment with the medical provider.

3.5.3 The contractor shall contact the beneficiary to inform him/her of the transportation arrangements, if this information is not given during the call from the beneficiary.

3.5.4 The contractor shall attempt to re-confirm, the pick-up with the beneficiary twenty-four (24) hours ahead of the scheduled medical appointment to reduce the possibility of a no-show.

3.6 PRIOR AUTHORIZATION RESPONSIBILITIES

3.6.1 The contractor shall call and acknowledge the beneficiaries request for transportation within two (2) business days. The contractor shall provide sufficient staff to ensure that the request is acknowledged in this time frame. (Currently, the State processes more than 52,000 hard copy prior authorization requests annually). The contractor shall meet a compliance rate of 98%.

3.6.2 The contractor shall be responsible for obtaining the MNF, as part of its prior authorization process for transportation services covered. Beneficiary eligibility must be checked prior to every service.

3.6.3 Prior authorization protocols developed by the contractor must incorporate current DMAHS policies, as found in N.J.A.C. 10:50-1.1 et seq.

3.6.4 All medical criteria and protocols used as part of the prior authorization process must be approved by DMAHS prior to implementation.

3.6.5 Pertinent requirements for the transportation needs test include:

- The transportation shall be for a Medicaid covered service;
- The beneficiary must have no other transportation available;
- The least costly appropriate mode of transportation shall be provided.

The contractor shall provide transportation services to beneficiaries without access to a vehicle, and shall determine the "right" level of service, transit pass, livery, etc., as described in the RFP. If the beneficiary has a vehicle available and can drive, transportation services are not covered.

3.6.6 The contractor shall authorize or deny transportation services for eligible Medicaid beneficiaries based on these need requirements identified in Section 3.6.5 above. The contractor may be required to contact the beneficiary's physician to assess the beneficiary's medical need for transportation services.

3.6.7 Medicaid funds may not be used to pay for transportation services that are otherwise available free-of-charge to the general public. Medicaid is always the payer of last resort. Beneficiaries, who are able, should use the public transit system; Medicaid does pay for bus passes. In the event of a hardship; i.e., appointment not within reasonable distance from public transportation would qualify due to the beneficiary's inability to walk the distance from the public transit system to the appointment.

3.6.8 The contractor shall arrange for any and all necessary beneficiary evaluations for the purpose of determining appropriate medical necessity for the requested transportation services within seventy-two (72) hours of the request, as stipulated in Section 3.6.2

3.6.9 The contractor shall be required to set-up and maintain a database of all initial and follow-up inquiries with prescribers relevant to the **Utilization Review Process (URP)**. The database must include, but not be limited to, beneficiary name, medicaid number, date of initial request, date of follow-up request, contact at prescriber's office, disposition of the request, and delivery date of the scheduled transportation.

The contractor must track prior authorization requests to assure timely response as set forth in Section 3.6.11, medical necessity and assure timely billing by providers.

3.6.10 If the contractor is unable to determine medical necessity for requested transportation, the contractor shall request that the prescriber complete and return a MNF. The contractor and the State Contract Manager shall both be responsible for developing the MNF. (See EXHIBIT B for a Sample MNF)

3.6.11 If the prescriber does not respond to the MNF within seven (7) business days of receiving the MNF, the contractor must again contact the prescriber. If no response is received after fourteen (14) business days, the contractor must notify both the prescriber and the beneficiary in writing, that the transportation request is being denied due to the prescriber's failure to respond to the contractor's request for a completed MNF.

3.6.12 Within one (1) business day of a decision concerning the MNF, the contractor shall generate a notification letter. In the case of approval, the notification letter shall be sent to the provider and prescriber. In the case of denial, the notification letter shall be sent to the prescriber and beneficiary. These letters are to include, but not be limited to, beneficiary name, mailing address, medicaid number, reviewer, service description, service dates, prior authorization number (if indicated), and notification of the availability of a Fair Hearing, which are conducted by an Administrative Law Judge.

3.6.13 The contractor shall track, quantify and report the disposition of each URP. For those prescribers not in compliance with the MNF, the Contractor shall work with the prescriber to develop a corrective action plan. The contractor shall provide this information in a (downloadable) Microsoft Excel file to the State.

3.7 CALL CENTER REQUIREMENTS

3.7.1 The contractor shall establish at the Commencement of Operations a toll-free Call Center with sufficient dedicated "800" telephone lines to respond to provider, prescriber and beneficiary inquiries concerning the transportation program, in accordance with performance and service standards, as per Section 3.9 below.

3.7.2 The Call Center shall be accessible to eligible Medicaid beneficiaries twenty-four (24) hours per day/seven (7) days per week. The contractor's personnel shall be available for calls during regular business hours, Monday through Friday, from 8AM to 4PM. Additionally, the contractor shall provide phone answering service outside regular business hours and all calls must be addressed within the first- two (2) hours of the next business day.

3.7.3 As part of its Call Center Services, the contractor shall provide a language interpreter service and have adequate TTY/TTD capability to ensure that non-English speaking and hearing impaired beneficiaries can access transportation services.

3.7.4 The contractor shall install and maintain a functioning automatic call distribution system and call reporting system that records and aggregates the following information, at a minimum, on an hourly, daily, weekly, and monthly basis, for the Call Center as a whole and also for individual operators:

- Total number of incoming calls
- Number of answered calls by Contractor staff
- Average call wait time
- Percentage of calls answered in thirty (30) seconds
- Average talk time
- Number of calls placed on hold and the length of time on hold
- Number of abandoned calls and length of time until call is abandoned
- Number of outbound calls
- Number of available operators by time

The “hold time” of 3.7.4 and 3.8 refers to the time lapse between the ACD/automated response and the time the call is picked up by a “live” operator.

3.7.5 The contractor shall develop operational procedures, manuals, forms, and reports necessary for the smooth operation of the Call Center to be approved by the State Contract Manager. A demonstration of the telephone system and staffing capability may be required.

3.8 CALL CENTER SERVICE STANDARDS

3.8.1 The contractor shall, at all times, adhere to the following performance standards and service levels to be evaluated by the State Contract Manager, on a monthly basis. The contractor shall develop a process, as a result of real time, automated monitoring by State Contract Manager or contractor supervisory personnel, to measure and correct any deficiencies in Call Center Performance. This process will assure that operators adhere and perform in accordance with the following minimum standards. All Call Center staff or operators, shall:

- Provide courteous, prompt attention to the caller’s needs
- Respect the caller’s privacy during all communications and calls
- Maintain sensitivity to the diversity inherent in New Jersey
- Maintain professional demeanor at all times
- Assure the dissemination of accurate information to all callers
- Assure maximum hold time will not exceed forty-five (45) seconds
- Transfer emergency transportation requests to 911 or an appropriate local emergency service

3.9 CALL CENTER PERFORMANCE STANDARDS

3.9.1 The contractor, shall at all times, adhere to the following performance standards and service levels that shall be evaluated by the State Contract Manager.

- Call Center Service Levels shall be at a minimum, maintained at ninety-five percent (95%) of telephone calls answered within ninety (90) seconds, for calls within the queue.
- Call Center average speeds to answer all calls will not exceed thirty (30) seconds for all calls within the queue.
- Call Center busy rate, on all incoming calls, will not exceed five percent (5%).
- Call Center abandonment rate shall not exceed 3% of all calls contained in queue.

3.10 CUSTOMER SERVICES UNIT RESPONSIBILITIES

3.10.1 The contractor shall have in place a Customer Services Unit to coordinate and provide services to eligible Medicaid beneficiaries and network providers. The services include, but are not limited to, assistance with filing of quality of service complaints, billing and access complaints.

3.10.2 The contractor shall develop a system to ensure that new and current Customer Services staff receives basic and ongoing training and have expertise necessary to provide accurate information to all eligible Medicaid beneficiaries regarding procedures.

3.10.3 The contractor shall ensure that Customer Services staff has access to support services to ensure that the staff can communicate with beneficiaries who speak languages other than English, primarily. The contractor shall provide a language interpreter service and have adequate TTY/TTD capability to ensure that non-English speaking and hearing impaired beneficiaries can access transportation services.

3.10.4 The contractor shall maintain a Customer Services Manual to serve as a source of information for Customer Service staff. A copy shall be provided to DMAHS. On an annual basis, all changes to the Customer Service Manual shall be incorporated into the master copy, which shall be used for making additional distribution copies of the Manual.

3.10.5 The contractor shall submit any significant and material changes to its customer services policies and procedures to DMAHS prior to implementation.

3.11 COMPLAINT MONITORING, AND RESPONSE

3.11.1 The contractor shall be responsible for the following: receiving and responding to all inquiries complaints, oral or written with regard to the delivery of transportation services under the contract, from beneficiaries, providers, DMAHS or other sources. The contractor should encourage everyone to submit their concerns in writing.

3.11.1.1 The contractor shall provide beneficiaries and network providers an independent unit of the customer service center to monitor and address complaints. This unit shall be adequately staffed to receive the phone calls and respond to beneficiary/network provider concerns. The contractor should identify and document any inquiry patterns and/or trends to the State Contract Manager.

3.11.2 The contractor shall develop written policies and procedures that detail the operation of a complaint process and provide simplified instructions on how to file a complaint, or appeal, for both the beneficiaries and network providers. The policies and procedures must be submitted to and approved by the State Contract Manager prior to implementation.

3.11.3 A complaint can be filed by a beneficiary or a network provider orally or in writing within sixty (60) days of the incident that resulted in the complaint. Complaints shall be resolved within ten (10) days of their filing. The contractor and the beneficiary/network provider should attempt to resolve any complaint.

a. The contractor shall maintain a complaint log and standardized written procedures for the handling all complaints. A summary report categorizing the complaints by type shall be prepared by the contractor and shall provide as much factual information as possible.

b. The contractor shall maintain a log of all complaints and analyze on a monthly basis, all complaints received, to determine the quality of services being provided by a network provider or to beneficiaries and to note any patterns or trends in the complaints being filed. All complaint documentation and the action taken to resolve the complaint shall be logged, in addition to

analyzing the complaint data for quality improvement as an integral part of its quality monitoring function.

c. The contractor shall respond orally to all complaints within one (1) business day of receipt of the complaint. Additionally, the contractor shall respond to written complaints (in writing) within three (3) business days.

3.12 CLAIMS PROCESSING RESPONSIBILITIES

3.12.1 The contractor shall provide the State on-line access to all claims and related information.

3.12.2 The contractor shall be responsible for adjudicating transportation claims submitted by approved network providers.

3.12.3 The contractor shall meet the following claims processing timeliness standards:

- Ninety percent (90%) of all clean claims must be adjudicated for payment or denial within thirty (30) calendar days of receipt by the contractor. Adjudicated claims include all claims paid (including zero payment), denied and, in the case of certain claims, claims priced and paid but for which the actual issuance of a check is suppressed.
- Ninety-nine percent (99%) of all clean claims must be adjudicated for payment or denial within sixty (60) calendar days of receipt by the Contractor.
- Non-clean claims must be adjudicated within twenty-four (24) calendar days of the date of correction of the condition that caused the claim to be non-clean.
- All claims must be adjudicated within twelve (12) months of receipt in the contractor's mailroom, except for those exempted from this requirement by federal timely claims processing regulations as cited in the Federal, 42 CFR Part 447.45.
- All provider- billing adjustments must be processed for payment or denial within thirty (30) calendar days of receipt by the contractor.
- All notifications of payment denial must be mailed by the contractor within two (2) business days after adjudication of the claim by the contractor.
- Those circumstances when claim resolution is being handled directly by State staff in accordance with State guidelines or held by the contractor under State written directive shall not be counted in the calendar day threshold. All claims received regardless of submission method shall be assigned by the contractor, an Internal Control Number.

3.13 CONTRACTOR RESPONSIBILITIES

3.13.1 The contractor shall ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement.

3.13.2 The contractor shall ensure that at least twenty (20) hours of classroom and behind-the-wheel training for all drivers will be provided within forty-five (45) days of Commencement of Operations, after contract award. Driver training shall, at a minimum, include defensive driving techniques, wheelchair securing and lift operation, cultural and disability sensitivity training, passenger assistance techniques, first aid, and general customer service. Additionally, new hires will have forty-five days to obtain twenty (20) hours of training.

Additionally, it is the contractor's responsibility to ensure that all transport drivers have a valid driver's license and that all vehicle transports be properly insured with a minimum of \$1,000,000 general liability insurance.

3.13.3 Within fourteen (14) days of Commencement of Operations, the contractor must develop and mail to all network providers an introductory informational package to include (1) URP procedures; (2) standards (3) retrospective review procedures; and (4) how to obtain prior authorizations and claims processing.

3.13.4 Beneficiary Education, - The contractor shall provide information and shall adequately educate the beneficiary population in the State regarding the availability of medical transportation services; eligibility for these services; the authorization process; and how to access and use these services properly. The contractor shall develop educational information, including but not limited to a promotional brochure, emphasizing ways to access Medicaid transportation services.

3.13.5 The brochure will be distributed at points of access to Medicaid to educate beneficiaries regarding available transportation services. Material developed by the contractor for distribution to beneficiaries or providers must be approved by DHS. The contractor shall produce written materials in English and Spanish. Prior to project implementation, DHS will notify all beneficiaries and providers of the changes in the transportation delivery system and the contractor's toll-free number for requesting transportation services. The contractor shall educate and manage beneficiaries who are chronically late, "no-shows," or abusive. No-shows and abusive behavior of beneficiaries shall be documented.

NOTE: The broker is not required to mail material to beneficiaries.

3.13.6 The contractor shall participate in fair hearings related to the determinations of prior authorization. Fair Hearings must be requested of DMAHS within twenty (20) days of the date of an adverse action. Requests by beneficiaries or providers on their behalf must be received in writing by the DMAHS Fair Hearing Unit, P.O. Box 712, Quakerbridge Plaza, Trenton, N.J. 08625. The contractor shall print this statement regarding a beneficiary's right to a fair hearing and the time limitation on adverse action letters.

3.13.7 The contractor shall monitor utilization and claims payments to detect and report fraud and abuse and the contractor shall report such findings to the DMAHS.

3.13.8 The contractor shall participate in meetings to prepare for the auditing of their functions by State and Federal agencies.

3.13.9 The contractor, in its role as a consultant to State agencies in matters relating to transportation services, shall participate in various other proceedings, such as testifying at various proceedings arising from, but not limited to, audit/review activity.

3.13.10 The contractor shall submit accurate and complete management reports to DMAHS no later than thirty (30) days after the close of the month so that fully reconciled data can be provided to the State. The contractor shall provide the following management reports, to DMAHS on the frequency and in the specified format indicated for each report. All reports shall be submitted in electronic format. Informational data reports shall be provided on a CD, in Microsoft Excel format. In addition, all narrative reports shall be provided on a CD, in Microsoft Word or Adobe PDF format.

- Transportation Summary Report summarizing all authorizations and denials of transportation services by type of transportation in accordance with Section 3.1.5. The data elements shall be based on the Excel format and include beneficiary's name, ID number, date of service, transportation service provider, service type, pick-up point, and destination. Other data elements may be specified by DMAHS. This information is to be provided in electronic media to DMAHS within eight (8) business days after the close of the month being reported on the format prescribed by DMAHS.

- Call Center Report and ACD Report summarizing call volume, nature of calls and information listed in Section 3.7 of the RFP within seven (7) business days after the close of each month in the format prescribed by DMAHS.
- Complaint Log summarizing complaints received and their resolution including any corrective action taken. **See Section 3.11.3 a**
- Annual Transportation Report describing the project and contracted services, major problems and issues and how they were addressed, and future plans, as well as a statistical summary of services shall be provided. A draft of the report shall be submitted to DMAHS within forty (40) business days after the close of each year of operation and the final report shall be submitted to DMAHS within twenty (20) business days of receipt of DMAHS comments. **See Section 3.1.4**

Other operational, management and/or ad hoc reports required by DMAHS shall include but not be limited to the following:

- Monthly Exception Report identifying those trips in which the waiting time for pickup and delivery exceeded 30 minutes. Output shall include but not be limited to name of network provider, recipient, recipient ID number, pick-up/destination location, driver name, waiting time, service date/time, and explanation for the delay in service. **See Section 3.1.5**
- Monthly report of staffing changes, shall include but not be limited to, name(s) of staff, position(s) under change, date of change, reason for change, impact on organizational profile and recommend substitutions if available, in accordance with **Section 3.2.**
- No Show Report: Monthly report identifying recipients who were “no shows”. Report shall include, but not be limited to recipient name, recipient ID number, provider name, date of service/time, scheduled pick-up/delivery destination.
- Upon Commencement of Operations, as part of the credentialing/recredentialing process, the Contractor shall provide a list to DMAHS, which includes, the name, address, social security number of all escorts who are authorized by the Contractor to accompany any beneficiary under 21 years of age. As part of the credentialing/recredentialing process, the Contractor shall demonstrate that all BLS-FFS providers are Medicare approved. The list shall be updated monthly. **See Section 3.4**
- The contractor shall audit at least thirty (30) percent of daily logs maintained by network providers monthly to determine compliance with Section 3.3; summarize audit findings and submit these findings to the State Contract Manager for review. Monthly audit results must be submitted to the State Contract Manager within ten (10) days of the close of the calendar month. The report format shall be mutually agreed to by the contractor and the State Contract Manager.
- The contractor shall audit at least thirty (30) percent of network provider maintenance and related vehicular records monthly and report summarized findings to the State Contract Manager within ten (10) days after the close of the calendar month being reported on. The report format shall be mutually agreed to by the contractor and the State Contract Manager. **See Section 3.3**
- The Contractor shall provide the State Contract Manager an annual report summarizing the outcome of annual provider network inspections. This report must be submitted to DMAHS within thirty (30) days after the close of the inspection period. The report format

shall be mutually agreed to by the contractor and the State Contract Manager. **See Section 3.3**

- Monthly Exception report identifying all clean claims not fully adjudicated within thirty (30) days of receipt by the contractor. The report shall be sorted by provider. Output shall include, but not be limited to, claim identification number, provider name, recipient name, recipient ID number, procedure code(s), date of service. **See Section 3.12**
- Monthly Exception report identifying all claims not fully adjudicated 31-60 days following receipt by the Contractor. The report shall be sorted by provider. Output shall include but not be limited to claim identification number, provider name, recipient name, recipient ID number, procedure code(s), and date of service and reason for non-clean claim. **See Section 3.12**
- Monthly Exception report identifying (a) all claims not fully adjudicated 31-60days and (b) all claims not fully adjudicated 61 or more days, following receipt by the Contractor. The report shall be sort report by provider. Output shall include but not be limited to claim identification number, provider name, recipient name, recipient ID number, procedure code(s), and date of service and reason for non-clean claim. **See Section 3.12**
- DMAHS shall audit thirty (30) percent of network provider records annually to determine Contractor compliance with the credentialing/recredentialing process. These audits will be conducted on-site and the Contractor is responsible for providing adequate space for auditing staff; and provider-specific documentation to demonstrate compliance with the credentialing process. **See Section 3.4**
- A monthly exception report identifying transportation requests not responded to by the Contractor within (1) business day. Output shall include, but not be limited to, provider name, recipient name, recipient ID number, date of requested service, date of prior authorization request, requested service, and reasons for failure to meet standards.
- A Monthly Denial Report identifying all transportation service denied authorization by the Contractor. Output shall include, but shall not be limited to, recipient name, recipient ID number, provider name, date of requested service, requested service, reason for denial. **See Section 3.1**
- Monthly Exception Report identifying beneficiary evaluation not conducted within 72 hours of a transportation request being received by the contractor. Output shall include, but may not be limited to, provider name, recipient name, recipient ID number, requested service, reason(s) for the delay in conducting beneficiary evaluation. **See Section 3.1**
- Monthly Exception Report identifying prior authorization requests not responded to within two (2) business days. Output shall include, but shall not be limited to, provider name, recipient name, recipient ID number, requested service, reason(s) for the delay in responding to prior authorization request. **See Section 3.6.10**
- Monthly Exception Report identifying MNFs not responded to within two (2) business days of receipt by the contractor. Output shall include, but shall not be limited to, provider name, recipient name, recipient ID number, requested service, reason(s) for the delay in not responding to MNFs. **See Section 3.6.14**
- Monthly MNF Tracking report that identifies the responsiveness of the contractor to MNFs that have not been returned timely. Output shall include, but shall not be limited to,

prescriber name, recipient name, recipient ID number, MNF tracking number, date of request(s), type of service, and reasons for failure to follow up. **See Section 3.6.14**

- The contractor shall provide monthly encounter claims using Version 4010(1)A 837P electronic claim format.

3.13.11 Timely receipt of these reports shall be a prerequisite for authorization of monthly payment to the contractor. Failure to provide accurate and complete management reports by reporting deadlines may result in a delay or suspension of payment to the contractor until the reports are received and approved by DMAHS.

3.14 CONFIDENTIALITY

3.14.1 The contractor shall maintain the confidentiality of beneficiary information. The contractor shall ensure that access to beneficiary information will be limited to the contractor. The contractor shall take measures to prudently safeguard and protect unauthorized disclosure of the confidential information in its possession.

3.14.2 The contractor and all network providers shall comply with all federal and State laws and regulations with regards to handling, processing, and using health care data. This includes, but is not limited to, the Federal Health Insurance Portability and Accessibility Act of 1996 (HIPAA) and regulations. These regulations are evolving and are therefore of a dynamic nature. The contractor must keep abreast of the regulations and be able to reach full compliance within the specified timeframes. Since HIPAA is federal law and its enacting regulations apply to all health care information, the contractor and all network providers must comply with the HIPAA regulations at no additional cost to the State.

3.14.2.1 The contractor shall be required to sign a (HIPAA) Business Associate Agreement. This Agreement sets forth the responsibilities of the contractor with DHS, DMAHS, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. **See Exhibit D**

3.14.3 The contractor shall establish internal policies to ensure compliance with federal and State laws and regulations regarding confidentiality. In no event may the contractor provide, grant, allow, or otherwise give, access to confidential information to anyone without written permission of the DMAHS. The contractor shall assume all liabilities under federal and State law in the event that the information is disclosed in any manner.

3.14.4 Upon the contractor's receipt of any requests for confidential information from any individual, entity, corporation, partnership or otherwise, the contractor shall notify DMAHS within twenty-four (24) hours. The contractor shall ensure that there will be no disclosure of the data except through DMAHS. The DMAHS shall treat such requests in accordance with DMAHS policies. In cases where the information requested by outside sources is releasable under the Freedom of Information Act (FOIA), as determined by DMAHS, the contractor shall provide support for copying and invoicing such documents at the contractor's expense.

3.14.5 Any use, sale or offering of utilization data in any form by the contractor, his/her employees or assignees shall be considered in violation of this contract and will cause the infraction to be reported to the Attorney General for possible prosecution or other legal action. Violations of such guarantees shall include, but are not limited to, the cancellation of the contract and/or legal action with damages paid to the State.

3.15 SECURITY CLEARANCE

3.15.1 As a condition of performing work for any State agency and for purposes of determining a person's qualifications as contracted personnel, the contractor shall undertake a criminal history record background check for its employees. This shall pertain to anyone providing services under this contract. The contractor shall undertake a criminal background check for all network providers, sub-contractors and sub-contractor employees assigned to do work for any State agency pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.

3.15.2 The contractor shall request and authorize the New Jersey State Police to conduct a fingerprint based New Jersey Criminal History Background Check through Sagem Morpho, Inc., a private company under contract with the State of New Jersey. "Form D" (Form No. NJAPS2, Version 3.0) must be submitted along with the applicable fee. Information on this procedure and the required form may be found at www.nj.sp.org/about/servchrc.html#nccr.

The contractor shall not permit any newly hired, re-hired or transferred personnel to provide service under this contract until the results of that criminal history background check are provided back to the contractor. The contractor in consultation with the State Contract Manager shall review the results of that criminal history record background check prior to assigning personnel.

3.15.3 The contractor shall retain the results of an individual's criminal history background check as long as any individual is assigned to do work for any State agency. The results of the criminal history background check shall be made available to the State Contract Manager upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State auditors.

3.15.4 If the contractor has had a State police background, criminal and fingerprinting check performed for the employee that meets the exact criteria specified above, then the check may be accepted by the State Contract Manager at the State's sole discretion. Any such reference check must have been during the period of this contract or no later than six months from the contract start date.

3.16 STATE RESPONSIBILITIES

3.16.1 Upon contract award, the State shall provide the contractor access to the State's Medicaid Eligibility Verification System (MEVS). This system provides the contractor on-line access to Medicaid beneficiary eligibility information. The contractor shall have read-only access to the Medicaid Eligibility file.

3.16.2 The contractor will be given a list with a network of transportation providers who presently provide transportation service to Medicaid beneficiaries in the State.

3.16.3 The DMAHS will provide to the contractor a list of transportation providers whose enrollment in this Medicaid program has been terminated by DMAHS, throughout the term of the contract.

3.17 PAYMENT TO CONTRACTOR

3.17.1 Rate tables and case-mix based reimbursement (**Exhibit C**) will be applied to calculate monthly capitation payments.(See Section 5.21, form of compensation and payment). Capitation payments will begin on the first day of the month in which transportation services begin.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **four (4) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply

with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml> must be completed and submitted with the bid proposal.

NOTE: For the purpose of this RFP, Network Transportation Providers will not be classified as subcontractors. It will be the responsibility of the awarded contractor to provide a **BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE** to the State Contract Manager for all network transportation providers, ten (10) days prior to Commencement of Operations. Additionally, the contractor shall provide the same for any additional network transportation providers prior to that provider starting services. The State Contract Manager shall verify all Business Registrations. Under no circumstances shall a network provider, provide transportation services without a Business Registration Certificate.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report. However, if the bidder has already received a New Jersey Affirmative Action Certificate or has evidence that the bidder is operating under a federally approved or sanctioned affirmative action program, then the bidder is to submit either the New Jersey Affirmative Action Certificate or evidence of the federally approved affirmative action program. This requirement is a precondition to entering into a State contract. The Affirmative Action Form is located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its general approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at a minimum the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc. Additionally, the bidder shall provide an organized plan for submission of all mandated reports listed in Section 3.13 of this RFP.

4.4.4.2.1 The bidder shall provide with its bid proposal a **sample draft** of a procedural manual, detailing all procedures to be used in scheduling and delivery of transportation services. Failure to provide this draft sample procedural manual with the bidder's bid proposal may render the bid proposal non-responsive.

4.4.4.2.2 The bidder must **designate a Project Manager**. The bidder must provide the name, title, address and telephone number of the Project Manager as well as a detailed resume that includes references.

4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning within ninety (90) days of the contract award. The bidder must pass a thorough readiness review by the DMAHS one week prior to the contract start date.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of ninety (90) days from the contract award.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of ninety (90) days.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the Contract Commencement of Operation at the end of the mobilization and implementation period covering ninety (90) days.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan. Additionally, the bidder shall submit a detailed plan for the use of transportation network providers with emphasis on how the network will be established and involved in the mobilization and implementation plan.

(c) The bidder shall provide with its bid proposal a detailed budget outlining a summary of probable expenditures and income for the three year term of this contract. This summary shall include all estimated expenditures, including, but not limited to, all deliverables required of this RFP. A summary of anticipated profits shall also be provided.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The bidder should indicate whether a contract was terminated for default within the last five years. Termination for default is defined a notice to stop performance delivered to the bidder due to bidder's non-performance or poor performance.

The bidder must have a minimum of five (5) years of experience in providing the services and requirements of this RFP. The bidder must provide information related to quality assurance procedures that are utilized during routine maintenance of equipment.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal. The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required may result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

NOTE: Bidders are provided with historical utilization data (**Exhibit E**) for Ambulance and MAV services. The State anticipates that the awarded Broker should be able to substantially reduce these expenditures.

Bidders are required to submit a capitated rate for these services for each year of the contract. This rate will be locked in for the full year and will be applied monthly to the beneficiary population of the programs.

Bidders shall bid price lines 00001, 00002, & 00005 & 00006

Bidders are also advised not to bid price lines 00003, 00004

NOTE: The State will consider a cost of living increase to the Contractor for year (3) three and any extension term of this contract, based on the Consumer Price Index CPI at that time.

4.4.6.1 All Medicaid FFS fees are posted at www.njmmis.com. Fees have not increased recently and no major changes are expected prior to contract award.

4.4.6.2 When building its budget, the bidder shall use State travel rates as stated in Section 3.1.2 and reaffirmed in this section.

NOTE: The contractor shall be reimbursed for air travel based on the actual cost of the airline ticket without contractor markup. (There shall not be any increase over the actual invoice cost)
Bidders shall not use price line 00004

The cost of meals and lodging shall be covered for a beneficiary and one escort, when required in conjunction with in-State and out-of-State travel to receive medical care. When the escort is a family member, the family member shall not be eligible for any fee, but the family member's transportation and any costs directly associated with the transportation (meals and lodging) are covered. Meals and lodging costs shall be covered when the costs are directly associated with transportation to the location where the medical service is rendered or transportation from the location where the medical service is rendered. The cost of meals and lodging en route to and from in-State and out-of-State medical care must have prior authorization from the State Contract Manager.

NOTE: The contractor shall be reimbursed for the cost of meals and lodging, based on the GSA per diem rates for the State of New Jersey, without contractor markup, located on the following web site.

GSA - DOMESTIC PER DIEM RATES

Domestic **per diem** rates and links to foreign **per diem** rates.

www.gsa.gov/HP_01Trvl_perdiem

Bidders shall not to bid price line 00003

4.4.7 LABOR CATEGORIES FOR ADDITIONAL WORK

Bidders shall also provide a comprehensive listing of any and all labor categories that may be used to perform additional work in accordance with the Additional Work And/Or Special Projects clause of the RFP. All-inclusive hourly rates are to be submitted for any and all labor categories that the bidder anticipates may be required to perform additional work.

Failure to include a labor category along with an all-inclusive hourly rate will exclude that category from eligibility to perform additional work. Bidders may submit labor categories for additional work that are not included in the base proposal to perform the Scope of Work required by the RFP.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional one-year periods or less, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred and eighty (180) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due network providers or any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

The contractor must provide seven (7) days written notice to the State Contract Manager of any personnel changes.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty

free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

The using agency shall retain the stated percentage of each invoice submitted for the first three months. At the end of the three (3) month period, the using agency shall review the contractor's performance. If the contractor's performance has been satisfactory, the Using Agency shall then release the first month's retainage and continue to hold the next month's retainage and release the oldest month's retainage for the term of the contract. The Using Agency will at all time, have a minimum of three months retainage.

Upon the conclusion of the three (3) year term of this contract and following the certification by the State Contract Manager that all services have been satisfactorily performed, the balance of the retainage shall be released to the contractor at the end of the contract period.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other

required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed.

Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

As per Section 3.1.11, the contractor shall be reimbursed by capitation payments which shall encompass payments for all services provided. The State's fiscal agent, Unisys, will automatically generate the monthly capitation numbers. These numbers shall be multiplied by the applicable corresponding rates from the price lines offered in the bid proposal to calculate the payment to the contractor for the month.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the

Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.22.4 LITIGATION BOND

The bidder must submit with the proposal a litigation bond in the amount of two million dollars (\$2,000,000).

A claim upon the bond may be made by DHS, DMAHS under the following conditions: the bidder sues DHS, DMAHS, the State of New Jersey, or any of their officers and employees, other contractors, or retailers with regard to any matter relating to the award of a contract, including suits related to the Divisions issuance of a notice intent to award pursuant to this RFP, and the bidder is not the prevailing party in such suit.

The purpose of the bond is to permit DHS, DMAHS or other defendants to recover damages, including reasonable attorneys' fees, expenses and court costs resulting from such litigation. The litigation bond shall remain in effect for a period of four (4) years from the date of submission of the proposal. Following signing of a contract with the successful bidder, the litigation bond of any bidder may be released upon acceptance by the Health & Senior Services of a Covenant Not To Sue.

5.23 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>, contractor(s) must provide, on a calendar quarter basis, to the State Contract Manager, a record of all expenditures made under their contract award resulting for this Request for Proposal. See Section 3.14.10

5.24 HEALTH CARE DATA COMPLIANCE

The bidder shall comply with all Federal and State laws and regulations with regards to handling, processing, and using health care data. This includes but is not limited to the Federal Health Insurance Portability and Accessibility Act of 1996 (HIPAA) and regulations. These regulations are evolving and are therefore of a dynamic nature. The bidder must keep abreast of the regulations and be able to reach full compliance within the specified timeframes. Since HIPAA is Federal law and its enacting regulations apply to all health care information, the bidder must comply with the HIPAA regulations at no additional cost to the State.

5.25 ACCESS TO RECORDS

In addition to the terms stated elsewhere in this RFP, the State and appropriate federal agencies shall have access, upon demand, to any books, documents, papers and records of the contractor which are directly pertinent to the contract, for the purpose of making audit examinations, excerpts and transcriptions. The contractor shall insert identical rights of access for the State into any subcontractor agreement the contractor enters into under the contract. Failure to meet the requirements of this section will be considered a violation of the entire contract by the contractor. Penalties for such violation will include, but not be limited to, cancellation of the contract with any damages paid to the State.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

Price and the following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP. The bidder must provide within its documented approach and plans the number of providers and vehicles it will need to meet the requirements of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP. References will be checked and detailed discussions may be held with each suitable reference.

As per Section 4.4.5.6 of the RFP, the bidder must have a minimum of five (5) years of experience in providing the services and requirements of this RFP. The bidder must provide information related to quality assurance procedures that are utilized during routine maintenance of equipment.

D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

F) The financial capacity and capability of the bidder to fulfill the RFP requirements.

G) The State shall weight an Evaluation MODEL with price lines and other factors considered as part of the evaluation criteria prior to opening of bid proposals. For evaluation purposes, bidders will be ranked according to the highest point total of the weighted Evaluation MODEL with price lines and other factors considered. This MODEL will be available at the public bid opening.

6.3.2 BIDDER'S PRICE SCHEDULE

Bidders must use the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>

Bidders are required to fill in all price lines as stipulated in Section 4.4.6 of this RFP in order to be considered for an award.

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 Negotiation and Best and Final Offer (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

An award shall be made to a primary single-source vendor to arrange for Mobility Assistance Vehicle (MAV) transportation and Basic Life Support fee-for-service (FFS) Ground Ambulance Services to all Counties throughout the State, livery services in Essex and Hudson counties and livery/livery services in additional counties as described in 1.1 above.

For evaluation purposes, bidders will be ranked according to the highest point total of the weighted **Evaluation MODEL** with price lines and other factors considered. Bidders are required to use the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-20091.shtml>

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

7.4 PERFORMANCE BOND

Not applicable to this procurement

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

ADDITIONAL INFORMATION:

**EXHIBIT A
OCTOBER 2006 MEMBERSHIP BY COUNTY**

**EXHIBIT B
SAMPLE MEDICAL NECESSITY FORM (MNF)**

**EXHIBIT C
ELIGIBILITY GROUPINGS AND COUNT**

**EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT (HIPPA)**

**EXHIBIT E
TRANSPORTATION UTILIZATION REPORT**

EXHIBIT A		
AUGUST 2007 MEMBERSHIP BY COUNTY		
	Fee For Service	Managed Care
Atlantic	6593	20,225
Bergen	13164	23,043
Burlington	6943	15,337
Camden	11631	51,922
Cape May	2650	6,306
Cumberland	4646	19,172
Essex	26525	87,008
Gloucester	4043	14,372
Hudson	21679	62,059
Hunterdon	1112	1,328
Mercer	7967	22,250
Middlesex	11902	31,759
Monmouth	9369	22,826
Morris	5558	7,625
Ocean	9177	30,842
Passaic	14133	55,975
Salem	1632	5,080
Somerset	4103	6,630
Sussex	1828	3,614
Union	12624	33,074
Warren	1777	4,285
Total	179,056	524,732

**EXHIBIT B
TRANSPORTATION SERVICES
MEDICAL NECESSITY FORM**

Dear Physician: This office has received a request for transportation to a Medicaid covered service for the individual identified below. Please review the functional abilities and limitations and provide supporting information as necessary.

Beneficiary's Name: _____ Medicaid# _____
Date of Birth __/__/__

Current Status (Circle):

Independent Ambulation	Yes	No
Uses walker or cane	Yes	No
Walking difficulty	Yes	No
Requires assistance of trained personnel for safety	Yes	No
Confined to wheelchair	Yes	No
Alert	Yes	No
Confused	Yes	No
Disoriented	Yes	No

Comes into your facility:

Alone	Yes	No
With assistance Type (if Yes) _____	Yes	No
With someone Who? (if Yes) _____	Yes	No

Diagnosis: _____

Is diagnosis permanent	Yes	No
------------------------	-----	----

Other Comments _____

Recent Hospitalizations: Dates _____

Can travel by: (Circle)

Bus	Yes	No
Car/Taxi	Yes	No
Clinic Van or Livery Van	Yes	No
MAV (wheelchair lift van) only	Yes	No

Signature _____ Printed Name _____ Date _____
(Physician)

Please Return Form To: <Contact Information>

EXHIBIT C

STATEWIDE ELIGIBILITY GROUPINGS AND COUNT

Plan	Eligibility Count	Services	Age <2	Age 2-20	Age 21-45	Age 45+
A/FFS	133,892	Full Medicaid Services (Livery, MAV, Ambulance)	0.7%	9.8%	19.0%	70.0%
A/MMC	524,732	Livery/Clinic Services only	11.5%	65.7%	15.9%	7.0%
B & C/FFS (no MMC)	0	MAV and Ambulance only	n/a	n/a	n/a	n/a
D/FFS (no MMC)	492	Ambulance only	n/a	n/a	81.5%	18.5%
General Assistance / FFS (no MMC)	19,884	MAV and Ambulance only	n/a	4.4%	48.2%	47.4%
Nursing Facilities / FFS	24,788	Full Medicaid Services (Livery, MAV, Ambulance)	n/a	n/a	100.0%	
Total	703,788					
Note:	The above eligibility count as a model of the current August 2007 Family Care Program These eligibility counts may be used to develop an estimated cost					
Note:	Medicare is primary for those clients who are eligible for both Medicare and Medicaid					
Note:	MMC=Managed Care					

EXHIBIT “D”

BUSINESS ASSOCIATE AGREEMENT AMENDING CONTRACT ()
between the New Jersey Department of Human Services, Division of Medical Assistance and Health
Services and _____

This Business Associate Agreement sets forth the responsibilities of _____ with an address of _____ and the New Jersey Department of Human Services, Division of Medical Assistance and Health Services, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract () between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. *Agreement*: “Agreement shall mean this Business Associate Agreement Amending Contract ().”
 - b. *Designated Record Set*: “Designated Record Set” shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. *Notice of Privacy Practices*: “Notice of Privacy Practices“ shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - f. *Protected Health Information (PHI)*: “PHI” shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.

- g. *Record*: “Record” shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
 - h. *Required by Law*: “Required by Law” shall have the same meaning as in 45 CFR 164.501.
 - i. *Secretary*: “Secretary” shall mean the Secretary of the United States Department of Health & Human Services or his designee.
 - j. *Underlying Contract*: “Underlying Contract” shall mean the agreement between Covered Entity and Business Associate for _____, designated as Contract ().
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

- 1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
- 2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
- 3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
- 4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities.
- 5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and

procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement

1. *Term.* This Agreement shall be effective as of _____ and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.

2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract () and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
 - c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. **Indemnification and Release**

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal*

Practices”, above, shall survive the termination of this Agreement or the Underlying Contract.

- 4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
- 5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
- 6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: _____

Facsimile # _____

Telephone # _____

Covered Entity: 1. Privacy Officer
Michele Romeo
7 Quakerbridge Plaza
Hamilton, NJ 08619

Facsimile # 609-588-6290

Telephone # 609-588-2815

2. Director of Division of Medical Assistance and Health Service
John Guhl
7 Quakerbridge Plaza
Hamilton, NJ 08619

Facsimile # 609-588-3583

Telephone # 609-588-2600

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

John Guhl
Printed Name

Printed Name

Director
Title

Title

Division of Medical Assistance and Health
Services
Agency

Agency

Date

Date

**Exhibit E
Transportation Utilization Counts**

MAV FOR CY 2006

Clm Proc Code	Description	Sum Claim Payment Amt	Sum Clm Service Units Qty
A0130		\$32,617,898	1,304,978
T2001		\$171,140	17,115
Y0002		\$14,948,580	8,856,595
Y0010		\$2,918	2,336
A0422		\$21,072	1,756
TOTAL FOR MAV FOR CY 2006		<u>\$47,761,608.00</u>	<u>10,182,780</u>

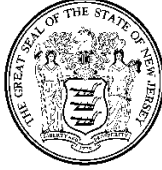
AMBULANCE FOR CY 2006

A0420		\$458	188
A0422		\$91,035	7,673
A0425		\$4,418,977	1,705,608
A0428		\$2,855,183	49,453
A0429		\$1,505,057	26,026
TOTAL FOR AMBULANCE FOR CY 2006		\$8,870,710	1,788,948

LIVERY FOR CY 2006

A0425	xxx in Essex County	\$2,204,925	734,975
Y8370	xxx in Essex County	\$385,257	128,419
A0425	xxx in Hudson County	\$381,879	127,293
Y8363	xxx in Hudson County	\$54	12
Y8370	xxx in Hudson County	\$47,064	15,688
TOTAL FOR LIVERY FOR CY 2006		\$3,019,179	1,006,387

Note: The difference between Section 1.2 and Exhibit E is the transportation cost not paid directly by DMAHS



State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

Purchase Bureau

P.O. BOX 230

TRENTON, NEW JERSEY 08625-023

JON CORZINE

Governor

R. DAVID ROUSSEAU

State Treasurer

May 15, 2008, 2008

To: All Interested Bidders

Re: RFP # 08-X-20091

Transportation Broker Services

Division of Medical Assistance & Health Services

Bid Due Date: May 21, 2008 (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum # 1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additional Information, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

RFP # 08-X-20091

Transportation Broker Services

Division of Medical Assistance & Health Services

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

	Question				Answer
1	Please provide trip totals for 2006 and 2007 for each county. Please break out sub-categories for transportation mode used	n/a	Freq data	4/30/2008 2:18pm	Information by county is not available.
2	Litigation bond is quite high, can it be lowered? Is there precedent for obtaining such a bond?	n/a	Litigation bond	4/30/2008 2:14pm	This bond will remain as is and not be lowered. Bond may be obtained on the open market.
3	What was the call volume for approvals to the approval contractor by month for these counties in 2006 and 2007?	n/a	Call volume	4/30/2008 2:07pm	Currently the State does not utilize a call center and call volume across multiple access points is not available.
4	Are there any permit restrictions on liveries that can participate in the program and, if so, can these be identified?	n/a	Permits	4/30/2008 2:05PM	Livery standards are included in New Jersey Administrative Code, Title 10 (Department of Human Services), Chapter 50, Section 1.12.
5	For each county can you provide the unduplicated rider count by month for 2006 and 2007?	n/a	Freq data	4/30/2008 2:03PM	Information by county is not available.
6	What is the current method of storing client and trip information and will this historical information be available to contractor for the lowest few months of activity soon after contract award?	n/a	Historical claim data	4/30/2008 2:01pm	Claim data is stored and historical claim data will be made available after contract award.
7	May we have a sample week of these trips for each county for a recent week, electronic preferred, with any privacy information deleted? It was not covered in the Exhibits.	n/a	Freq data	4/30/2008 1:56pm	Information by county is not available.
8	May we have a copy of any standard current transportation provider agreements or permits now or most recently in effect?	n/a	Provider Contracts	4/30/2008 1:54pm	Utilize standard form contract (provider service agreement) for livery in Hudson and Essex counties and for MAV and Ambulance across the State. Permits/licensing is determined by the Department of Health and Senior Services for MAV and Ambulance. Livery standards are included in New Jersey Administrative Code, Title 10 (Department of Human Services), Chapter 50, Section 1.12

9	For the capitation classes to have meaning, we need the transportation usage and expense figures for each class. Can these be supplied? It was not covered in the RFP or the Exhibits	n/a	Cost data	4/30/2008 1:53pm	Utilization and/or cost data is not available by eligibility status.
10	What are the current trip cost rates for the vendors in various modes? What is the current process for rate revision and when was the last rate revision under the current process? This was not listed in the RFP or Exhibits	n/a	Cost data	4/30/2008 1:51pm	Rates are determined through the legislative process. Rates have not been increased for many years (>5) All rates are posted at www.mmis.com
11	What is the process for determining eligibility to a MAV vs. livery only? It was not listed in the RFP or Exhibits	n/a	Elig for level of svc	4/30/2008 1:49pm	Eligibility for livery service (vs. public transportation) is determined through the use of the medical necessity form or determined by medical necessity analysis performed by the Medicaid Customer Centers. MAV eligibility is documented by the client's physicians in the MNF.
12	What have been the current and most recent methods procedure for determining mode eligibility? It was not listed in the RFP or the Exhibits	n/a	Elig	4/30/2008 1:47pm	Eligibility for livery service (vs. public transportation) is determined through the use of the medical necessity form or determined by medical necessity analysis performed by the Medicaid Customer Centers. MAV eligibility is documented by the client's physician in the MNF.
13	Please provide the current number of bus and rail passes being distributed each month. It was not listed in the RFP or the Exhibits	3.1.2	Freq data	4/30/2008 1:46pm	Bus passes are utilized in lieu of livery services in Essex and Hudson counties. In April 2008 there were 365 bus passes in Essex and 825 bus passes in Hudson. Rail passes are not utilized.
14	Can you provide the current rates of the providers being used now and their names? It was not listed in the RFP or the Exhibits	n/a	Existing Prov list	4/30/2008 1:44pm	A list of current providers will be made available after contract award. Current fees are available at www.njmmis.com
15	Can you define non-emergency stretcher service? It was not covered in definitions	Page 13 Definitions	Definitions	4/30/2008 1:42pm	Non-emergency stretcher service is required for clients who are unable to travel by wheelchair.
16	Can you give detailed list of the number of trips provided in each county annually broken down by trip mode? It was not covered in the exhibits	Exh A Exh E	Freq data	4/30/2008 1:39pm	Information by county is not available.
17	Pertaining to the litigation bond, how much for each county [?] and do we need one for each county?	Sect 5.22. 4 page 53	Contract or reqs	4/30/2008 1:37pm	One litigation bond is required for the contract.
18	Can you define the cost structure in more detail?	Exh A Exh E	Bid price	4/30/2008 1:34pm	Exhibit E reflects what DMAHS pays for various types of services and the number of rides relating to those services. Exhibit A reflects the eligible clients by county.

19	Is the program open to accepting certain risk corridors? Such as PMPM rate based upon actual established utilization?	n/a	Bid price	4/30/2008 12:03pm	Bid proposal must include a firm fixed capitation rate as per the RFP and the price sheet attached to this RFP.
20	Where there any changes in the program from 2006 to 2009 that would change the utilization as compared to 2006?	Exh E	Freq data	4/30/2008 12:03pm	No
21	Where there any price increases granted to MAV or Ambulance providers from the 2006 data provided?	Exh E	cost data	4/30/2008 12:02pm	There has been no change in reimbursement within the last several years.
22	Are the ambulance trips associated with the A0425 BLS miles included in the "Ambulance For CY 2006" section? If so, how many ambulance trips where there for Essex and Hudson counties?	Exh E	Freq data	4/30/2008 12:02pm	The cost for mileage would be included in the total. Information by county is not available.
23	What are the descriptions for the following procedure codes: Y8370 and Y8363?	Exh E	Proc codes	4/30/2008 12:01pm	Y8370 - Load, per person one way NON-CLINIC, Y8363 - Load, per person one way CLINIC
24	[includes] procedure codes for Wheelchair, Ambulance non-emergency and Ambulance Emergency - but I do not see any procedure code for Cab or Livery trips performed. What is the procedure codes for and utilization for Cab and Livery?	Exh E	Proc Codes	4/30/2008 12:01pm	Currently, Medicaid pays for livery, MAV and non-emergency ambulance only and those codes are on Exhibit E. DMAHS currently dose not provide cab service.
25	Do you have the same data for CY 2007 for all claim procedure codes related to MAV, Ambulance and Livery?	Exh	Cost data	4/30/2008 12:01pm	Data is not available
26	Does the Department maintain a list of eligible Medicaid medical providers? If so, will the contractor have regular access to this data?	n/a	Existing Prov list	4/29/2008 7:34pm	A list of current providers will be made available after contract award. Current fees are available at www.njmms.com
27	Does the Department require direct on-line access to the contractor's system or is a SSL Internet Connection to the contractor's reporting pages sufficient?	3.12.1		4/29/2008 7:31pm	If the question is regarding the State's access, an internet connection would be acceptable and would be described in the Operations Manual submitted after the contract has been awarded.
28	Is electronic mail an acceptable form of correspondence if the beneficiary consents?	3.11.3		4/29/2008 7:30pm	Eligibility data does not include client's e-mail addresses; this would be acceptable but could not be supported by the State.
29	Please define how the call center statistics should [be] reported; i.e., hourly, weekly, monthly.	3.9.1	Call Ctr	4/29/2008 7:28pm	The contractor will be required to develop operational procedures, manuals, forms and reports - these will be included in the Operations Manual and approved by the State subsequent to the award.

30	Please clarify the time increment for "number of available operators by time."	3.7.4	Call Ctr	4/29/2008 7:26pm	The number of operators available to receive calls during the time frame being reported; e.g., if in 15 min increments - the number of operators available to receive a call during the 15 minute period.
31	Does "length of time on hold" refer to longest wait time, total hold time, or average hold time? Also, please clarify the "length of time until call is abandoned" reporting requirement	3.7.4	Call Ctr	4/29/2008 7:25pm	Length of time on hold is the time between when the client is connected (whether to an automated response or a person; i.e., when the phone stops ringing) until the time a live person is actively talking with the caller. Length of time until call is abandoned is the time between when the phone stops ringing (as described above) and the time the call is terminated without the client ever talking with a live person.
32	Please provide the number of phone lines and facsimile lines are currently required to administer the program	3.7.1	Call Ctr	4/29/2008 7:22pm	Currently the State does not utilize a call center and call volume across multiple access points is not available
33	This section states that transportation requests should be made within 48-hours of the date of transportation. Is the contractor expected to deny a trip request in instances where a MNF is required, but the documentation is not received by the date of service?	3.6.1 1		4/29/2008 7:20pm	This allows the contractor the opportunity to deny service if this criteria is not met; it is not intended to <i>require</i> the contractor to deny services.
34	Will the Department allow the contractor to provide fuel reimbursement to beneficiaries that may have access to a vehicle but cannot afford gas?	3.6.5		4/29/2008 7:15pm	Yes, the contractor will be permitted to reimburse beneficiaries who drive themselves. Beneficiaries are not permitted to be transported by others that are not designated as a network transportation provider.
35	Is a Medical Necessity Form required for all transportation requests or can it be completed initially, maintained in the client's file, and referenced with future transportation requests?	3.6.2		4/29/2008 7:13pm	Medical Necessity Forms are not required for each encounter but should be updated regularly - 3.6.3 states that prior authorization protocols [to be developed] by the contractor must comply with existing regulation (N.J.A.C. 10:50-1.1 et seq.) Current practice is to renew MNF at six month intervals.
36	Will the Department provide the contractor with a daily or weekly eligibility export file so that the contractor may import the file into a transportation management software program? This will allow the contractor to confirm eligibility in a much more efficient manner.	3.5.1		4/29/2008 7:10pm	Section 3.16.1 stipulates that DMAHS will provide access to the Eligibility Verification System for on-line, real time access to the eligibility file. How this is implemented will be determined after contract award as a part of the implementation phase.
37	Can a network provider refuse transportation to a beneficiary who requires a car seat or booster seat, but does not have one at the time of pick-up?	3.3.9		4/29/2008 7:07pm	"Yes" the beneficiary is required to provide the booster/safety seat.

38	Is the requirement of an escort mandatory for "blind, deaf, mentally retarded" beneficiaries or need the contractor only offer an escort to those beneficiaries that require one?	3.3.6		4/29/2008 7:05pm	3.3.6 stipulates that the contractor "shall" provide. If the client refuses an escort or waives his/her right to be provided an escort, the refusal or waiver of the escort must be documented and available upon request.
39	Will the Department consider reducing the no-show standard from 10-minutes to the industry standard of 5-minutes?	3.3.5		4/29/2008 7:03pm	No -This requirement shall remain as stipulated in the RFP.
40	Please provide daily/weekly call statistics for 2007, including requests for transportation, requests for information, transportation provider related calls, and administrative calls.	3.3.3		4/29/2008 7:01pm	Currently the State does not utilize a call center and call volume across multiple access points is not available.
41	requires the contractor to re-confirm the pick-up time with the beneficiary 24-hours prior to the actual pick-up time. Is this required for 100% of all trip requests? Will the Department allow the contractor to utilize an automated IVR solution for this requirement?	3.5.4		4/29/2008 6:58pm	Section 3.5.4 clearly states "The contractor shall attempt to reconfirm the pick-up with the beneficiary" This is a requirement and shall apply to 100% of all trip requests; however, the contractor may not reimburse or record an encounter for a service that did not occur. While the IRV solution is not a requirement of this RFP it may be utilized. This level of detail will be addressed after a successful bidder has been identified.
42	Please provide historical data for the number of trips per week that require escorts, within each county.	3.3.6		4/29/2008 6:56pm	Data is not available.
43	Please describe the Department's plans to educate beneficiaries of upcoming program changes.	3.3.3		4/29/2008 6:54pm	Sections 3.13.4 and 3.13.5 describe the education for beneficiaries.
44	Transportation Utilization Counts. Please provide an explanation for each of the Claim Procedure Codes (Clm Proc Code). For example, what does the designation A0130 represent?	Exh E		4/29/2008 6:50pm	All claim procedure codes ("A" range) are HCSPC codes and may be found in any national coding reference and on the DMAHS web site. www.mmis.com.
45	Also, please provide Transportation Utilization Counts for BLS, ALS and Air Transportation.				BLS Utilization in 2007 was approximately 44,000, information ALS counts is not available and there was one instance requiring air transport.
46	Will the Department also provide this data for each individual county?	Exh C		4/29/2008 6:47pm	County specific data is not available.

47	Membership by County for August 2007. Has the monthly membership remained consistent for each month of 2007? Please provide membership by county data for each month of 2007. Does the Department expect membership to remain consistent with August 2007 levels for the entire term of the contract?	Exh A		4/29/2008 6:45pm	Enrollment is static and no significant changes are anticipated.
48	Can you provide the Department's total FY09 budget for this contract.	4.4.6		4/29/2008 6:40pm	No, the department's budget for transportation includes amounts that are not covered by this contract and would not be relevant to the contractor.
49	"The bidder must provide information related to quality assurance that are utilized during routine maintenance of equipment". Please clarify the equipment type to which this requirement is referring.	4.4.5. 6		4/29/2008 6:40pm	Bid proposal must include a sample maintenance schedule for all of the vehicles that will be utilized to provide transportation services under this contract.
50	requires bidders to disclose any investigation, litigation and/or administrative complaints involving public sector clients during the past five years. Are bidders also required to disclose any settlement agreements that have been made with any State's Attorney General office, resulting from investigations that involved public sector clients?	4.4.1. 3		4/29/2008 6:36pm	Yes, this information must also be disclosed.
51	requires contracted personnel to undertake a criminal background check, including a fingerprint based New Jersey Criminal History Background Check. Does this requirement apply to all transportation providers? If so, does it apply to their vehicle operator as well as their administrative staff?	3.15. 1 and 3.15. 2		4/29/2008 6:29pm	Yes
52	Section 3.13.4 requires the contractor to develop educational information, including but not limited to a promotional brochure, emphasizing ways to access Medicaid transportation services.	3.13. 4		4/29/2008 6:23pm	As stipulated below, the contractor will not be required to mail promotional brochures to Medicaid eligible clients.

53	Section 3.13.4 indicates that the broker will not be required to mail material to beneficiaries. Please confirm that the contractor will not be responsible for mailing promotional brochures. If the contractor is required to mail promotional brochures, please provide the anticipated number of brochure mailings for 2008.	3.13.5			The contractor will not be required to mail promotional brochures to Medicaid eligible clients.
54	indicates that project staff need not be located in New Jersey. Does the Department require the contractor to have a minimum level of staffing located in New Jersey. For example, will the Project Manager be required to be located in New Jersey?	3.1.13		4/29/2008 6:10pm	While it is prudent for the contractor to have staffing in NJ, it is not a requirement of the RFP, however, the contractor shall be required to attend meetings at Quakerbridge Plaza in Hamilton NJ at the discretion of DMAHS.
55	describes a call center performance standard of 95% of telephone calls answered within 90 seconds, for calls within the queue. We applaud this standard and believe it will provide responsive customer service. The second call center standard indicates that average speeds to answer all calls will not exceed thirty (30) seconds for all calls within the queue. This seems to contradict the first standard which sets an answer speed requirement of 90 seconds for 95% of all calls within the queue. Please clarify.	3.9.1	Call Ctr	4/29/2008 6:06pm	The second call standard of average speed of all calls will not exceed 30 seconds will be rescinded.
56	requires that the contractor must send a notification letter relating to a MNF decision to the provider, prescriber and in the case of a denial, the beneficiary. Will the Department consider allowing the contractor to communicate the decision electronically to the transportation provider, instead of a hard-copy notice?	3.6.12		4/29/2008 5:59pm	YES
57	describes the process of notifying providers, beneficiaries, and prescribers by mail, of decisions relating to medical necessity evaluations. Please provide the total number of notices that were mailed in 2007 relating to this requirement.	3.6.12		4/29/2008 5:56pm	This information is not available.

58	states that the contractor should verify the transportation necessity, by confirming the appointment with the medical provider. Is the contractor required to confirm with the medical provider for each trip (100%)? Please provide clarify the Department's expectation with respect to this requirement.	3.5.2		4/29/2008 5:49pm	Section 3.5.2 stipulates that "contractor <i>should</i> " verify the transportation necessity and therefore, it is not a mandatory requirement. However in the absence of verification, the contractor shall bear all the financial risk under capitation.
59	requires the contractor to designate a credentialing peer review body to make recommendation regarding provider credentialing decisions. Can the peer review body consist of contractor project staff?	3.4.1		4/29/2008 5:43pm	The contractor should seek expertise on what criteria should be met by every level of provider and then utilize that as a base line measure. As part of the peer review the contractor may include project staff and standards as provided in the operations manual shall be subject to the approval of the State.
60	requires the contractor to issue full payment to transportation providers for all clean claims within thirty (30) calendar days. Will the Evaluation Committee consider proposals that commit to paying all clean claims within fifteen (15) days?	3.3.1 5		4/29/2008 5:42pm	Yes, this is a timely filing requirement in New Jersey and is meant to set an upper limit.
61	states "The Contractor shall negotiate fixed rates for fee allowances and related transportation services with network providers". Please explain what is meant by "fixed rates for fee allowances". Will the Contractor be allowed to develop cost effective rate reimbursement methodologies (i.e. rate plus mileage) or will the contractor be required to fixed rate fee structures?	3.3.1 4		4/29/2008 5:36pm	The contractor will be responsible for all developing, implementing and maintaining rate structures with providers.
62	states that the network providers shall not receive or respond to direct requests from beneficiaries for transportation. Does this apply to "will calls"? For example, may the beneficiary contact the transportation provider directly for a return pick-up from a medical appointment which has received prior-approval from the Contractor?	3.3.3		4/29/2008 5:21pm	Will be at the discretion of the contractor.

63	states that same-day scheduling must be made available for Urgent situations, however this policy seems to conflict with Section 3.1.10.1 which indicates that Urgent or Emergent Services are not covered under this contract. Please clarify.	3.1.1 2		4/29/2008 5:18pm	Urgent or Emergent services refers to 911 required transportation services; same-day scheduling may occur as a result of an appointment schedule change.
64	indicates that Ocean, Union, Camden, and Hunterdon Counties may participate in this contract (for non-emergency livery services) upon the expiration date of their current contract obligations. Please provide the current contract expiration dates for each County.	1.1		4/29/2008 5:12pm	County expiration dates vary and it has not been determined if they will participate in this contract.
65	Will the Department consider extending the Bid Submission Due Date by a period of 30-days? The current bid schedule provides insufficient time to review responses to questions and modify proposal responses.			4/29/2008 5:01pm	The bid opening will be extended, but not by 30 days. See addendum # 2 and for additional information below.
66	Please clarify the calls answered requirements.	3.7		4/29/2008 12:06pm	Technology is readily available to record the information required of the RFP. The contractor may use commercial off the shelf product (COTS Products).
67	ASA - We believe the 30 second ASA standard in 3.9.1 is conflicting with the 95% in 90 second standard that precedes it. Can you please elaborate?				See Question 55
68	Would DMAHS consider increasing the abandonment rate to the NCQA standard of 5%? In addition, would DMAHS consider eliminating from the abandoned call count all calls that were abandoned in less than 30 seconds?				Yes
69	Will New Jersey allow beneficiaries to drive themselves to medical appointment and be paid a mileage reimbursement rate?	3.6.6		4/29/2008 11:55am	See Question 34

70	If NJ does not allow recipients to drive themselves, will NJ consider adding personal mileage reimbursement as a legitimate mode of transportation? Other states currently use this mode with great success. It promotes recipient accountability in their transportation solution, independence, reduces overall transportation cost, and increases medical appointment compliance and increases beneficiary satisfaction. Standard requirements for this mode include verification of attendance of appointments and mileage.				N/A
71	Will the state consider removing this requirement? It is our experience that confirming 100% of appointments is not always cost effective (The administrative cost can exceed the transportation cost savings). Would DMAHS consider eliminating this requirement and leaving it up to the contractor, who bears all the financial risk of the program under capitation, and who is fully motivated to make cost conscious decisions?	3.5.2		4/29/2008 11:54am	Section 3.5.2 stipulates that "contractor <i>should</i> " verify the transportation necessity and therefore, it is not a mandatory requirement. However in the absence of verification, the contractor shall bear all the financial risk under capitation.
72	Does this requirement include general education items such as the company educational newsletters or general educational materials such as a reminder sent to transportation providers of standard operating issues?	3.3.1 6		4/29/2008 11:54am	Intent of this section is to assure that any newsletter or other item distributed to transportation providers that refers to any State regulation is reviewed and approved. Any newsletter or other educational material for a beneficiary MUST be approved by the State.
73	This requirement states that BLS and ALS must be approved by Medicare. Is this correct or must they be approved by Medicaid?	3.3.1 4		4/29/2008 11:53am	This Section stipulates that providers must also be CMS providers; this is due to the high volume of trips for clients who are both Medicare and Medicaid eligible.
74	Will the State remove the daily log requirements for Actual State time from base station and Actual return time to base station? Both of these times do not affect ensuring timely transportation services.	3.3.8		4/29/2008 11:53am	No, this requirement will remain the same.
75	Will the state reduce the wait time for the transportation provider to 5 minutes? 10 minutes is a long time for a transportation provider to remain inactive.	3.3.5		4/29/2008 11:52am	No

76	Will the state consider allowing the Medical Director to be licensed outside of New Jersey?	3.2.1		4/29/2008 11:52am	Yes
77	Please clarify if Urgent trips are part of this contract. According to 3.1.9, Urgent trips are a part of this contract; however, section 3.1.10.1 States Urgent and Emergent services are not covered under this contract.	3,1.9 - 3.1.1 0 ppgs 20-21		4/29/2008 11:51am	Urgent or Emergent services refers to 911 required transportation services; same-day scheduling may occur as a result of an appointment schedule change. Same as question 63.
78	Please clarify that MAV service does not cover Station-to-Station transfers. Meaning, if a recipient has an appointment on the 5th floor of a medical building, the transportation provider is only responsible to get the recipient to the front lobby of the ground floor.	2.1		4/29/2008 11:50am	MAV beneficiaries must be delivered to the office, even if it is located on the fifth floor of a complex.
79	What is the anticipated start date of this contract?	n/a		4/29/2008 11:50am	90 days from the date the agreement is signed by all parties.
80	Does the winning bidder have to be a Third Party Administrator (TPA) ?	n/a		4/28/2008 3:41pm	Although the question is not quite clear, it is understood a third party administrator (TPA) is an organization that processes and may perform other administrative services in accordance with a service contract. While the winning bidder does not have to belong to a TPA organization or define itself as a TPA, the services requested by this RFP may be deemed to be those that a TPA might/can perform. Please note that the successful bidder shall be independent and shall not hold any interest in a network provider. Kindly refer to Section 3.3.1 for additional information.
81	I DID NOT RECEIVE MY CERTIFICATE NUMBER YET, REASONS ARE BECAUSE THE CERTIFICATE FORM WENT TO THE WRONG ADDRESS AND WILL BE SENT TO ME IN 10 BUSINESS DAY. WILL IT BE TOO LATE TO ENROLL. THIS NUMBER CAN NOT BE TOLD OVER THE PHONE.	n/a		4/28/2008 12:12pm	It is the bidder's sole responsibility to provide all documentation and deliverables as required of this RFP.

82	TPR MEDICAL TRANSPORTATION IS A SMALL BUSINESS THAT IS CERTIFIED WITH THE STATE AND WANT TO HAVE THE OPPERTUNITY TO HAVE PROVIDE THE PROPER BILLING INFROMATON., SUCH AS MOST OF THE CUSTOMERS HAS MEDICAID& MEDICARE AS A FORM OF PAYMENT TO THE COMPANY. TPR HAS ONE VAN, AND ONE DRIVER WHICH IS ME THE OWNER, TREACEA THOMPSON. HOW DO GO ABOUT BILLING THE CUSTOMERS.	n/a		4/27/2008 11:28am	The contractor will negotiate with providers of service and will be responsible for payment to the providers for those services.
83	1) What is the number of one way trips for the last five years, by county?			4/24/2008 10:14am	County specific information is not available.
84	2) What number and type of trips are volunteers currently covering?				There are no "volunteers" currently providing services.
85	3) What is the total member population by region for the last 5 years?				The membership is noted; membership is static and no significant change in enrollment is anticipated.
86	4) What are the membership turnover rates?				Membership is static.
87	5) What is the total utilization as a percentage of total membership by region for the last 5 years?				Not available.
88	6) Can the state provide rate information for current list of providers?				Current rate information is available at www.njmmis.com
89	7) What rate increases have been given to providers since 2006?				None
90	8) What information is available relative to current budget and staffing dedicated to NEMT covered under this RFP?				Not available.

91	9) Section 5.2 of the RFP provides that the contract will be for a period of three years with an option for two one-year extensions. This is a relatively short contract period given the substantial investment the contractor will make for start-up costs and an investment in technology. A longer contract period would allow the contractor to amortize those costs over a longer period of time resulting in a lower annual cost to the State. Even under a longer contract term the State retains absolute control over the contractor's performance through numerous management controls and contractual remedies. We request that the State modify the contract term to an initial term of seven (7) years with three (3) one-year extensions. Would any consideration be given to the above?	5.2			NOTE: This will be a five year contract with provisions to extend for two one-year periods or less.
92	10) Can a bidder be allowed to provide a small percentage of overall trip in underserved areas where there currently are no other transportation resources for one level of service or the other - Pg 222- 3.3.1	3.3.1 p222			The contractor shall use its provider network to provide MAV and ground ambulance service for all counties throughout the entire State. Additionally, non-emergency livery transportation service shall be provided to Essex and Hudson Counties only and other counties listed in Section 1.1
94	Are subcontractors required to bill on a specific form, such as a 1500Form, a State Purchase Order Form, or will they be able to bill on any company invoice?	n/a		4/16/2008 12:55pm	At the discretion of the contractor.
95	Is it necessary for the winning bidder to be a Third Party Administrator (TPA)?	n/a		4/16/2008 12:50pm	See Question 80
96	Can you provide the RFP in word format as soon as possible.	n/a		4/10/2008 4:49pm	No.
97	I would like to obtain a list of potential bidders so that I may market my med/transport company to them in advance.	n/a		4/8/2008 12:56pm	The list of bidders will not be known until the bid opening; the successful bidder will be announced.

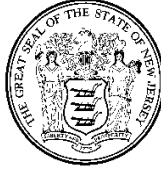
Part 2

RFP # 08-X-20091

Transportation Broker Services
Division of Medical Assistance & Health Services

Additional Information, deletions, clarifications and modifications to the RFP:

1. NOTE: This will be a five (5) year contract with provisions to extend for two one-year periods or less. New Price lines will be attached in addendum # 3 with additional information.
2. Kindly be advised the bid opening for the subject RFP will be extended from May 21, 2008 to June 17, 2008. Formal Notice will follow on the next addendum.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. BOX 230
TRENTON, NEW JERSEY 08625-023

JON CORZINE
Governor

R.DAVID ROUSSEAU
State Treasurer

May 20, 2008

To: All Interested Bidders

Re: RFP # 08-X-20091

**Transportation Broker Service
Division of Medical Assistance &
Health Services**

ADDENDUM #4

The following constitutes Addendum # 4 to the above referenced solicitation.

**Transportation Broker Service
Division Of Medical Assistance
& Health Services
08-x-20091**

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.2](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price."

Kindly be advised, in Addendum # 1 of the questions and answers it was noted that a five year contract will be granted to the awarded contractor. Due to this change in the specification, two (2) additional price lines are added for years 4 & 5 of the contact.

In order to be considered for an award, these two (2) price lines must be bid and attached to the price line price sheet as part of this RFP. Price lines 00007 & 00008.

The contract may be extended for two (2) additional one-year periods or less, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

Additional - PRICE LINES

PRICE SHEET				
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9 TH FL PO BOX 230 TRENTON NJ 08625-0230			NUMBER : 08-1-x-20091 T-NUMBER : T2503 BIDDER :	
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 822050 / S001 BUREAU OF PURCHASE PURCHASE BUREAU 33 WEST STATE ST 9TH FL TRENTON NJ 08625-0230			
00007	COMMODITY CODE: 952-94-073654 TRANSPORTATION SERVICE ITEM DESCRIPTION: TRANSPORTATION BROKER SERVICE DHS-DMAHS ALL INCLUSIVE, FULLY LOADED FIRM FIXED PRICE TO REPRESENT THE BIDDER'S AGGREGATE CHARGE PER MONTH PER BENEFICIARY FOR TRANSPORTATION CAP A TO M CONTRACT YEARS 4&5 (LIVERY SERVICE)	1	EA.	
00008	COMMODITY CODE: 952-94-073654 TRANSPORTATION SERVICE ITEM DESCRIPTION: TRANSPORTATION BROKER SERVICE DHS-DMAHS ALL INCLUSIVE, FULLY LOADED FIRM FIXED PRICE TO REPRESENT THE BIDDER'S AGGREGATE CHARGE PER MONTH PER BENEFICIARY FOR TRANSPORTATION CAP A TO M CONTRACT YEARS 4&5 (FFS MEDICAID, AMBULANCE, & MAV SERVICE)	1	EA.	