State of Indiana
RFP 17-092
Attachment D – Scope of Work

1. Table of Contents
1.1 Table of Contents ................................................................................................................ 1
2. Definitions .............................................................................................................................. 4
3. Overview ................................................................................................................................ 6
  3.1. Description of Non-Emergency Medical Transportation Broker Tasks ....................... 6
    3.1.1. Medicaid Enrollment ............................................................................................... 7
    3.1.2. Transportation Provider Network ........................................................................... 7
    3.1.3. Transportation Scheduling ...................................................................................... 7
    3.1.4. Appropriate Level of Service .................................................................................. 7
    3.1.5. Prior Authorization ................................................................................................. 7
    3.1.6. Call Center ................................................................................................................ 7
    3.1.7. Administrative Tasks .............................................................................................. 8
    3.1.8. Quality Improvement ................................................................................................. 8
  3.2. Current Operations / Background ................................................................................... 8
  3.3. Regulatory Compliance Requirement .......................................................................... 8
  3.4. Risk Corridor for Capitated Payments ......................................................................... 8
    3.4.1 Loss Allocation ......................................................................................................... 9
    3.4.2 Profit Allocation ....................................................................................................... 9
    3.4.3 Sunset Provision ....................................................................................................... 9

4 Transition Requirements ........................................................................................................ 9
  4.1 Policies and Procedures Manual ..................................................................................... 9
  4.2 Member Communication .................................................................................................. 10
    4.2.1 Information Overview .............................................................................................. 11
    4.2.2 Initial Member Notification ...................................................................................... 11
    4.2.3 Scheduling and Procedures ..................................................................................... 11
    4.2.4 Language Requirements .......................................................................................... 11
    4.2.5 State-use Website ..................................................................................................... 11
    4.2.6 Member and Transportation Provider Website(s) ................................................... 12
  4.3 Readiness Review .............................................................................................................. 13
    4.3.1 System Readiness ..................................................................................................... 13
    4.3.2 Process Readiness ..................................................................................................... 13
    4.3.3 Deficiencies and Corrections ................................................................................... 14
    4.3.4 Readiness Determination ......................................................................................... 14
  4.4 Transportation Provider Sub-Contract .............................................................................. 14
  4.5 Local Office ....................................................................................................................... 15

5 Ongoing Broker Operations .................................................................................................. 15
  5.1 Processing Member Requests for NEMT ........................................................................ 15
  5.2 Development and Maintenance of Databases ............................................................... 16
    5.2.1 Member Database ..................................................................................................... 16
    5.2.2 Transportation Provider Database .......................................................................... 17
  5.3 NEMT Requiring Prior Authorization ............................................................................. 18
State of Indiana  
RFP 17-092  
Attachment D – Scope of Work

5.4 NEMT Requiring a Medical Needs Form ......................................................... 19  
5.5 Denial of a Member’s NEMT Request ............................................................ 19  
5.5.1 Communicating a Denial to a Member ...................................................... 20  
5.5.2 Members’ Right to Appeal a Denial ............................................................. 20  
5.6 Transportation for Individuals Accompanying the Member ....................... 20  
5.7 Transportation for Minors ........................................................................... 21  
5.8 Limitations and Controls for Exceptional Travel ......................................... 21  
5.8.1 Air Transportation .................................................................................. 21  
5.8.2 Meals and Lodging .................................................................................. 22  
5.9 Member Corrective Education ................................................................... 23  
5.10 Complaint Tracking and Resolution ........................................................... 23  
5.11 Scheduling NEMT .................................................................................... 24  
5.11.1 Mode of Transportation ......................................................................... 24  
5.11.2 Wait Time and Arrival Window .............................................................. 24  
5.11.3 Scheduling and Dispatching Software .................................................... 24  
5.11.4 Regular, Non-urgent Appointments ....................................................... 24  
5.11.5 Urgent Care Transportation .................................................................. 25  
5.11.6 Multiple Load Scheduling ..................................................................... 25  
5.11.7 Delay in Pickup or Arrival ...................................................................... 25  

6 Transportation Provider Network Requirements ......................................... 25  
6.1 Broker Credentialing of Transportation Providers for Network Participation ... 26  
6.2 Transportation Provider Management ........................................................ 26  
6.3 Cultural Competency .................................................................................. 26  
6.4 Transportation Provider Education .............................................................. 26  
6.5 Prohibition of Previously Terminated Providers .......................................... 27  
6.6 Geographic Sufficiency ............................................................................. 27  
6.7 Network Vehicles ....................................................................................... 27  
6.7.1 Ambulances ............................................................................................ 27  
6.7.2 Specialized Medical Vehicles (SMV) ........................................................ 28  
6.7.3 Common Vehicles .................................................................................. 28  
6.7.4 Public Transportation ............................................................................ 28  
6.7.5 Volunteers ............................................................................................... 28  
6.7.6 Taxis ........................................................................................................ 29  
6.7.7 Backup Vehicles ..................................................................................... 29  
6.8 Payment of Transportation Providers ......................................................... 29  

7 Vehicle Standards .......................................................................................... 29  
7.1 Communication with Vehicles .................................................................... 30  
7.2 Safety and Operational Requirements for all Vehicle Types .................... 30  
7.3 Ambulance Safety and Operational Requirements ...................................... 31  
7.4 SMV Safety and Operational Requirements ............................................... 31  
7.5 Common Vehicles Safety and Operational Requirements ......................... 32  
7.6 Taxi Safety and Operational Requirements ................................................. 32  
7.7 Periodic Inspections .................................................................................... 32  
7.8 Right to Inspection by FSSA ...................................................................... 32
7.9 Removal of Vehicles from the Network ........................................... 32
7.10 Global Positioning System ......................................................... 33

8 Driver and Attendant Requirements ............................................... 33
  8.1 Licensure .................................................................................. 33
  8.2 Inhibitory Substances ................................................................. 33
  8.3 Background Check ................................................................... 33
  8.4 Driver and Attendant Training .................................................. 34
    8.4.1 Alternative Training Curriculum .......................................... 34
  8.5 Conduct While Providing Services to Members ............................. 34
    8.5.1 No Smoking ........................................................................ 34
    8.5.2 Identification ....................................................................... 35
    8.5.3 Arrival Confirmation ............................................................. 35
    8.5.4 Provision of Passenger Assistance ...................................... 35
    8.5.5 Vehicle Temperature ............................................................. 35
    8.5.6 Other Distractions ................................................................. 36
  8.6 Complaints ................................................................................ 36

9 Call Center Requirements ................................................................. 36
  9.1 Caller Privacy ............................................................................ 36
  9.2 Staffing ...................................................................................... 36
  9.3 Call Center Staff Training ............................................................ 37
  9.4 Automatic Call Distribution ......................................................... 37
  9.5 Quality Assurance ..................................................................... 37
  9.6 Backup Telephone System .......................................................... 38
  9.7 Emergency Calls ........................................................................ 38

10 Data / Reporting Systems & Requirements ...................................... 38
  10.1 Complaint Reports .................................................................... 38
    10.1.1 Monthly Complaint Summary Report ..................................... 38
    10.1.2 Monthly Complaint Detail Report .......................................... 39
  10.2 Call Center Report ..................................................................... 39
  10.3 Encounter Report ....................................................................... 40
  10.4 Denial Report ............................................................................ 40
  10.5 Transportation Request Report ................................................... 40
  10.6 Transportation Trip Summary Report ......................................... 40
  10.7 No-Show Report ........................................................................ 40
  10.8 Accident and Moving Violation Report ....................................... 41
  10.9 Vehicle Report .......................................................................... 41
  10.10 Annual Report .......................................................................... 41
  10.11 Program Integrity Reporting ....................................................... 41
  10.12 GPS Report ............................................................................. 42
  10.13 Ad Hoc Reporting .................................................................... 42

11 Performance Standards ................................................................... 42
  11.1 Broker’s Safety and Quality Standards ......................................... 42
  11.2 Audit Support ............................................................................. 42
2. Definitions

The following terms, when capitalized, shall have the following meaning in this Scope of Work.

**Advanced Life Support (ALS)** is a set of life-saving protocols and skills that extend Basic Life Support to emergency medical care that may include defibrillation, airway management, and use of drugs and medications.

**Ambulance** is defined as Any vehicle, vessel or craft that holds certification under Indiana Emergency Services Commission (EMS) which addresses transportation specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. (This RFP encompasses ambulance transportation utilized in a non-emergency context only.)

**Attendant** is defined as a person, in addition to the driver of a vehicle, provided by the Broker, Transportation Provider or its designee to accompany a member or group of members during transport in order to ensure the safe operation of the vehicle and the safety of the members.

**Available Transportation** is defined as transportation for a Member to Medicaid covered services or pharmacy which can be provided safely by a spouse, guardian, or the
Member. The driver must have a valid driver’s license and an available vehicle in the home. The vehicle must be in operable condition and available for use at the time of the appointment.

**Basic Life Support (BLS)** is defined as the level of medical care which is used for victims of life-threatening illnesses or injuries until they can be given full medical care at a hospital.

**Broker** is defined as a contractor for the State which administers the NEMT program in accordance with this Contract, and any subcontractors of the Broker. The Broker is the respondent or bidder for this RFP.

**Contract**, when capitalized, is defined as the contract between the Broker and the State resulting from this RFP.

**Covered Pharmacy Trips** are defined as trips to a pharmacy provided by the Broker when transportation cannot be provided safely by a spouse, guardian, or the Member and the Member’s medication cannot be legally picked up by a spouse or guardian.

**Encounter Data** is defined as records of the NEMT services for which the Broker pays and the amounts which the Broker has paid the Transportation Providers for those services. Encounter data are conceptually equivalent to the paid claims records that a state Medicaid agency creates when it pays a provider on a FFS basis.

**Fee For Services or FFS** means the fee-for-service or “traditional Medicaid” program.

**FSSA** is defined as the Indiana Family and Social Services Administration, including its subdivisions, including but not limited to the Office of Medicaid Policy and Planning.

**Managed Care Entity or MCE** is defined as an organization engaged by the State to provide risk-based managed care to qualifying Hoosiers in certain Medicaid programs. The programs offering coverage through MCEs are Hoosier Healthwise, the Healthy Indiana Plan, and Hoosier Care Connect. The MCEs engaged to provide services for the State on January 1, 2017 are Anthem Blue Cross and Blue Shield, CareSource Indiana, MDwise Inc., and Managed Health Services of Indiana.

**Medicaid Covered Service** is defined as all services covered by Medicaid. Further information and a full list of services can be found at IndianaMedicaid.com and/or with the requirements of 42 CFR Part 440, Subpart A.

**Member** is defined as an individual who is enrolled in Indiana’s fee-for-service Medicaid plan and eligible for NEMT services through the Broker.
Non-Emergency Medical Transport (NEMT) is defined as Medically necessary transportation for any eligible Member (and escort, if required) who has no Available Transportation to any Medicaid-reimbursable service or Covered Pharmacy Trip.

State is defined as the State of Indiana and all its agencies.

State Contract Manager is defined as the individual, identified by the State, as the primary contact for the Broker.

Transportation Provider is defined as a subcontractor for the State who has been designated by the Broker to receive reimbursement for NEMT services at a negotiated rate, for NEMT provided as authorized by the Broker. A Transportation Provider could be a single vehicle and driver, a fleet of vehicles and drivers, or something else.

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

3. Overview

The Broker will serve the Indiana Medicaid Fee-for-Service populations and provide medically necessary transportation for any eligible Member (and escort, if required) who has no other means of transportation available to any Medicaid-reimbursable service, including but not limited to receiving treatment, medical evaluation, obtaining medical equipment, and Covered Pharmacy Trips. The Broker shall establish a positive and collaborative working relationship with other State contractors associated with the Indiana Health Coverage Programs (IHCP), i.e., the Managed Care Entities (MCEs), the fiscal agent, the eligibility broker, and any monitoring contractor. The Broker must coordinate with these contractors when necessary.

3.1. Description of Non-Emergency Medical Transportation Broker Tasks

The Broker will act as the broker for and administer the Non-Emergency Medical Transportation (NEMT) program for the Family and Social Services Administration (FSSA) for Members in the State of Indiana. This includes capitated payment for a combination of services and administrative duties. NEMT services are provided for Fee-For-Service (FFS) Members to any Medicaid covered service from any Medicaid enrolled provider and Covered Pharmacy Trips. The Broker must administer the program, ensure provision of NEMT to eligible Members, establish a network of qualified Transportation Providers, operate a call center for Members, verify Member eligibility, approve and arrange for NEMT, provide reimbursement to the NEMT providers, establish provider record keeping requirements and track and report NEMT utilization.
The Broker shall manage the overall day-to-day operations necessary for the provision of transportation services and report on and maintain appropriate records and systems of accountability to report to the State Contract Manager.

3.1.1. Medicaid Enrollment
NEMT is a limited service for the FFS Medicaid population. Members enrolled with the MCEs will receive their non-emergency transportation through the MCEs. Members who are not enrolled with FFS Medicaid and services that are not specifically prescribed in the Contract will be considered out of the scope of the Contract. The Broker shall confirm that the Member seeking NEMT services is eligible to receive Medicaid services.

3.1.2. Transportation Provider Network
The Broker must recruit, maintain and continuously improve a network of local qualified Transportation Providers, which is available statewide; is of comparable quality, variety and geography to what Members currently use under the state’s Medicaid FFS system; and similar to what is generally available to the public at large. Such network of Transportation Providers may include, but is not limited to, specialized motor vehicles, common vehicles, taxis, and public transit. The Broker shall have the ability to negotiate rates with each Transportation Provider individually and is not restricted to a rate schedule published by the State.

3.1.3. Transportation Scheduling
The Broker shall utilize a largely automated method to schedule Member trips and shall ensure that dispatching activities are performed efficiently. The scheduling method used must be capable of accommodating recurring trips, one-time trips, advance reservations, hospital and emergency room discharges, trips which require prior authorization, and requests for urgent trips.

3.1.4. Appropriate Level of Service
The Broker must determine the most appropriate mode of transportation to meet the Member’s medical need, including any special transport requirements for medically fragile or physically/mentally challenged Members or long-distance travel requirements.

3.1.5. Prior Authorization
Prior authorization may be required to meet exceptional travel requirements. The Broker shall provide prior authorization services in accordance with state and federal requirements.

3.1.6. Call Center
The call center must respond to telephone and written inquiries from various sources such as Members and their representatives, healthcare providers, non-emergency Transportation Providers and other stakeholders.
3.1.7. Administrative Tasks
The Broker shall assist the State with ongoing program operation; policy and procedures development and review; participate in various meetings, such as monthly status meetings with FSSA and related contractors; and convene a monthly quality improvement committee, and invite the State to such meetings. The Broker shall adhere to reporting requirements included in this Contract.

3.1.8. Quality Improvement
The Broker shall track and resolve quality issues, participate in meetings such as the quality improvement committee and other aspects of the State’s quality strategy, as appropriate.

3.2. Current Operations / Background
In 2015, FSSA provided NEMT services to an estimated 69,000 FFS Medicaid members for a total of approximately 760,000 claims. These claims were paid on a Fee-For-Service payment model. By contrast, the State’s managed care entities (MCEs) procure NEMT services for their enrollees through a capitated arrangement. This RFP seeks to create a similar managed program, led by the Broker, for the FFS population.

FSSA has spent significant resources following-up on allegations of fraud, waste, and abuse related to the delivery of NEMT services in the FFS population. FSSA sees this RFP and Contract as an opportunity for improvement in areas of ride documentation, vehicle fleet records, billing accuracy, eligibility monitoring, and program quality control.

To date, Indiana collects minimal information from newly enrolled Transportation Providers, so the State has very limited information to assess a Transportation Provider’s operations, vehicles, or drivers.

Contracting with a Broker for the Medicaid FFS population would provide the State an additional layer of oversight and control. The State of Indiana recognizes the opportunity to improve the quality of transportation services for the FFS Medicaid population, while also reducing the instances of Transportation Provider fraud, waste, and abuse.

3.3. Regulatory Compliance Requirement
The Broker must comply with all applicable State and Federal laws, regulations, rules and CMS guidance. This includes, but is not limited to, 42 CFR § 438.9, which provides regulatory requirements (and exceptions) for NEMT Brokers compensated through capitation payments.

3.4. Risk Corridor for Capitated Payments
The State proposes the utilization of a risk corridor or shared risk model which limits the amount of risk the Broker must bear in the event that NEMT utilization rates are under- or

---

1 These figures are provided for illustration purposes only. More detailed data is posted with the information that accompanies the capitation rates in Exhibit E.
over-estimated. The calculation of this risk sharing arrangement shall be payable upon a mutually agreed upon calculation by both the Broker and the State. The Risk Sharing provision outlined below only applies to the portion of the capitation rates applicable to the provision of NEMT services and not administrative expenses (i.e. the “Benefit Cost” portion of the capitation rate, as detailed in the posted capitation rates). There is no profit or loss sharing for administrative expenses. See Attachment E for additional risk corridor information.

3.4.1 Loss Allocation
a) In the event that, after providing services for one (1) calendar year, Broker incurs a loss of less than or equal to 1% of the capitation payments it received in that year, Broker will incur this entire loss without assistance from the State.

b) In the event that, after providing services for one (1) calendar year, Broker incurs a loss of greater than 1% of the capitation payments it received in that year, the cost of that loss will be apportioned as follows:
   (1) Broker and State will share, on a 50-50 basis, all losses greater than 1% but less than 3% of the capitation payments paid; and
   (2) The State will incur all losses greater than 3% of the capitation payments paid.

3.4.2 Profit Allocation
a) In the event that, after providing services for one (1) calendar year, Broker turns a profit of less than or equal to 2% of the capitation payments it received in that year, Broker may keep all of this profit.

b) In the event that, after providing services for one (1) calendar year, Broker turns a profit of greater than 2% of the capitation payments it received in that year, the profits shall be apportioned as follows:
   (1) Broker and State will share, on a 50-50 basis, all profits greater than 2% but less than 5% of the capitation payments paid; and
   (2) The State shall receive all profits above 5% of the capitation payments paid.

c) All profits returnable to the State shall be returned within ninety (90) calendar days of the mutual agreement of their calculation.

3.4.3 Sunset Provision
a) The risk sharing arrangement outlined in this section shall only apply to the first year of the program’s operations. After this, the Broker will assume all risk associated with the capitation rates’ calculation.

4 Transition Requirements

4.1 Policies and Procedures Manual
The Broker must develop an operational policies and procedures manual detailing all policies and procedures to be used in the scheduling and delivery of transportation services. The manual must include policies for general operations, services, personnel and equipment as well as vehicle maintenance and insurance verification procedures.
A final version of the manual must be submitted to the State for review and approval at least ninety (90) calendar days prior to the start of operations.

Modifications required by the State must be incorporated by the Broker within ten (10) business days of notification. In no cases will a Broker be allowed to begin operations without written approval from the State of their policies and procedures manual.

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

The policies and procedures manual must be reviewed and updated annually and whenever changes in the operation of the business are made. Updates to the manual must be approved by FSSA before distribution. FSSA reserves the right to require modifications to the manual throughout the life of the contract. Required updates must be submitted to FSSA for approval within ten (10) business days of the request.

The policies and procedures manual developed as part of this Contract will become the property of FSSA.

4.2 Member Communication
The Broker shall be responsible for informing and educating Members, counties, health care providers (including dialysis centers), provider associations, community based organizations (including, but not limited to, Area Agencies on Aging) and consumer representatives about the NEMT management services. The Broker's plan should include information on outreach, education, and marketing. FSSA must approve all NEMT written materials prior to their distribution.

The Broker must notify all Members of their right to request and obtain information in accordance with 42 CFR 438.10 and any other applicable State or federal law, rule or guidance. Written notice must be given to each member of any significant change in this information at least thirty (30) calendar days before the intended effective date of the change. Significant change is defined as any change that may impact member accessibility to the Contractor's services and benefits.

The Contractor must have in place policies and procedures to ensure that materials are accurate in content, accurate in translation relevant to language or alternate formats and do not defraud, mislead or confuse the member. The Contractor must provide information requested by the State, or the State's designee, for use in member education and enrollment, upon request.
4.2.1 Information Overview
The Broker must provide Members, State and county offices, and Medicaid enrolled providers information about this program. Information must be made available to others upon request. The information must describe the availability of NEMT services, eligibility for these services, the authorization process, and how to access and use these services properly.

4.2.2 Initial Member Notification
The initial notice to be developed and distributed by the Broker shall inform Members of the availability of NEMT services, including the Broker’s name, address, telephone numbers, and hours of operation, as well as a brief description of how to utilize the Broker to arrange for NEMT services. Thirty (30) calendar days prior to implementation, the Broker shall mail, via first class, materials reviewed and approved by the State to inform and educate the eligible Member populations about the new transportation delivery system. On an annual basis, the Broker shall mail, via first class, similar introductory materials reviewed and approved by the State to inform and educate the eligible Members that do not utilize NEMT services.

A final version of the initial notice must be submitted to the State for review and approval at least ninety (90) calendar days prior to the start of operations.

4.2.3 Scheduling and Procedures
The communication materials must include information on how to contact the Broker and schedule service, information regarding the Broker’s policies and procedures, and information on the complaint process.

4.2.4 Language Requirements
The communication materials must include culturally sensitive language produced in English, Spanish and other languages where the language is used by at least five percent of the Member population in the service region, as determined by FSSA. The communication materials must be written at a fifth grade reading level. All correspondence developed by the Broker, intended for a Member, must be multilingual, and must be reviewed and approved by the State prior to distribution.

The Contractor must inform Members that information is available upon request in alternative formats and how to obtain them. FSSA defines alternative formats as Braille, large font letters, audiotape, prevalent languages and verbal explanation of written materials. To the extent possible, written materials must not exceed a fifth-grade reading level.

4.2.5 State-use Website
The Broker shall provide and maintain an Internet website for State and FSSA employees and designated contractors to access information pertaining to Indiana’s NEMT services. The Broker will continually update this website to add increased functionality.
4.2.6 Member and Transportation Provider Website(s)

The Broker shall provide and maintain an Internet website or multiple websites for Indiana’s Members and the network Transportation Providers to access information pertaining to Indiana’s NEMT services. Broker will continually update this website(s) to add increased functionality.

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

The Broker shall submit any website content specific to Indiana’s NEMT program to FSSA for review and approval prior to posting the information on the website.

The Broker’s website shall provide, at a minimum, the following information for the Transportation Providers:

- Central business office address, phone, and fax number
- Directions to the Broker’s central business office and office hours
- Frequently asked questions (FAQ).
- NEMT policies, procedures & manuals
- Transportation Provider meeting/training dates, time, and locations
- Sample reporting requirements, instructions, and templates as applicable
- Transportation Provider education and training plan updates

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

- Call center contact information, including information for after-hours and holiday assistance
- Description of transportation services available and how to access them
- How to file a complaint or appeal
- Member responsibilities and conduct
- Links to other web sites as determined by the State
- Frequently asked questions (FAQ), including definitions

The State will retain ownership of the web URL address at all times, provided they relate to the Indiana NEMT program.

4.2.6.1 Web-based Platform

FSSA would like the Broker to move towards a statewide web-based automated transportation reservation system on a schedule mutually agreeable to the State and Broker. This web-based automated system will run in tandem with the call center.
4.3 Readiness Review
Approximately three (3) months before the NEMT Broker program becomes operational, the successful Broker must pass a Readiness Review (as described below). Representatives from FSSA may go to the Broker’s facility to determine if all systems are operational and ready for full-time service.

4.3.1 System Readiness
During this test, the Broker will ensure the following, through representation to or demonstration for FSSA as requested:

a) The telephone systems are fully operational
b) The computer system is fully operational
c) The staffing is in compliance with the Contract
d) All deliverables required in the Contract are available for review and approval thirty (30) calendar days prior to the Contract start date
e) A disaster recovery plan is in place
f) A business continuity plan is in place
g) The local central office is ready for business

4.3.2 Process Readiness
During this test, the Broker will demonstrate readiness for the following processes:

a) The Member application process
b) The scheduling and trip notification procedures
c) The after-hours coverage arrangements
d) The denial process
e) The quality assurance protocol
f) The Member Complaint process
g) The Member Appeal Process
h) The encounter data collection, review and submission procedure
i) The reporting procedures
j) The policies and procedures to prevent and detect fraud, waste, and abuse. Policies must include, at a minimum, detection and prevention of:
   i. Billing for services not rendered
   ii. Billing for more extensive services than those actually provided
   iii. Use of correct Health Care Procedure Coding System (HCPCS) codes and modifiers to properly identify the services rendered
   iv. Improper member ID card use and card sharing
k) The process and tool for conducting pre-and post-site visits as directed by the Affordable Care Act for new transportation providers
l) Any other items, functions or performance requirements deemed necessary by FSSA and/or the Contract
4.3.3 Deficiencies and Corrections
Should FSSA deem any function or item reviewed in the Readiness Review unsatisfactory, Broker will be required to correct or cure the deficiency and submit proof to FSSA that such corrections were made.

The Broker will not be allowed to begin service until the operational readiness testing is complete and the Broker is fully ready to provide service as determined by FSSA. If Broker is not ready at the Contract start date as determined by FSSA, the Broker will pay any additional cost FSSA may incur if FSSA must use services other than those of the successful Broker to continue to supply transportation services in the region. Payment will also be withheld until the Broker passes the operational readiness tests.

4.3.4 Readiness Determination
Once the Readiness Review has been completed and approved by FSSA, the Broker will be allowed to begin taking reservations approximately one (1) week before transportation services are to begin.

4.4 Transportation Provider Sub-Contract
The Broker shall submit, with its proposal, a model subcontract that the Broker intends to use with Transportation Providers.

FSSA must approve the model subcontract the Broker intends to use with its network of Transportation Providers. Any deviation from the approved model subcontract must be approved by FSSA. The Broker shall not use Transportation Providers with which the Broker has not executed a contract. The model contract must include, at a minimum, terms addressing the following topics:

a) Payment administration and timing
b) Modes of transportation
c) Geographic coverage area(s)
d) Attendant services
e) Telephone and vehicle communication systems
f) Scheduling
g) Dispatching
h) Pick-up and delivery standards
i) Urgent Trip requirements
j) Driver Qualifications
k) Expectations for Member assistance
l) Driver conduct
m) Vehicle requirements
n) Back-up service
o) Quality assurance
p) Non-compliance consequences
q) Training for drivers
r) Educating Members on subjects such as, but not limited to, the Broker’s telephone number(s) and platform for scheduling NEMT
s) Confidentiality of information, including all provisions required for a Business Associate under the Health Insurance Portability and Accountability Act, its revisions and associated regulations
t) A provision which provides that, should the Broker default or have its contract with the State terminated, the agreement will pass to FSSA or its agent for the continued provision of NEMT Services to Members. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with FSSA or its agent subsequent to default action or unless otherwise terminated by FSSA at its sole discretion
u) The indemnification of the State of Indiana and FSSA
v) Evidence of insurance
w) Submission of documentation as required by FSSA (background checks, etc.) and federal provider credentialing rules
x) Appeal and dispute resolution procedures

4.5 Local Office
The Broker shall establish a physical business office within the State of Indiana, and maintain normal business hours of 8:00am to 6:00 pm Eastern Standard Time, Monday through Friday. The office will remain open on State holidays with the exception of New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. The purpose of the business office is for the Broker to have a physical presence within the State for conducting business with Members, Transportation Providers, and FSSA.

In the event of power failure, the Broker shall have a back-up power system capable of operating the local office for a minimum of eight (8) hours with no interruption of services or data collection. The Broker shall notify the State when the local office is on a back-up system or is inoperative.

5 Ongoing Broker Operations

In addition to any other duties or obligations set forth in this Contract, the Broker shall have the following ongoing responsibilities.

5.1 Processing Member Requests for NEMT
The Broker is responsible for ensuring that NEMT is only provided to eligible Members to or from a specific Medicaid reimbursable service at the request of the Member or person acting on behalf of the Member or for Covered Pharmacy Trips. Transportation shall be provided without the collection of any co-payment unless otherwise required by State Medicaid regulations (and then in accordance with 42 CFR § 447.15). Thus, the Broker must confirm that the Member is enrolled in the Medicaid Fee for Service program, is eligible for NEMT, and requires NEMT to or from a Medicaid-covered service, appointment, or Covered
Pharmacy Trip. Once this information is confirmed by the Broker, the Broker is obligated to provide the NEMT.

The Broker must structure its determination of service processes to meet the following basic requirements:

a) The Broker shall inform the Member that he or she must provide accurate and complete information to determine need for NEMT services.

b) The Broker shall confirm the Member’s Medicaid eligibility on the day of service by checking the State’s Provider Healthcare Portal.

c) The Broker shall inform the Member that he or she must provide, when requested, information related to the need for services, as a condition for receiving service and being determined eligible for the service.

d) The Broker shall provide a determination based on the Members submission, and provide Member verbal notice thereof, within two (2) business days of receipt of said information from Member.

e) The Broker shall provide a determination for urgent authorization requests, and verbal notice thereof, immediately.

f) Should the Broker deny a NEMT request, the denial shall be in accordance with Section 5.5 of this SOW.

g) The Broker is responsible for notifying the Member of transportation arrangements (vehicle information, driver information, window of pick up and drop off, and any other salient facts).

5.2 Development and Maintenance of Databases

The Broker shall establish and maintain a Member and Transportation Provider databases.

5.2.1 Member Database

Prior to implementation of the Contract, FSSA will provide the Broker with a list of all Member names and addresses for Members eligible for services under this Contract that have recently used Medicaid transportation. Thereafter the Broker will be required to manage this list by regularly updating their data files and adding individual Member case notes designed to indicate specific transportation needs and other pertinent case facts required for ongoing transportation transactions.

The Member database shall be capable of maintaining such information as basic demographic information, Medicaid eligibility and special transportation needs. The Broker shall use the Member database to facilitate and streamline the process outlined above in Section 5.1 and to guard against fraud. The Member database shall include, but is not limited to:

a) Member name
b) Member ID
c) Member address
d) Member sex
e) Member date of birth
f) Member contact information (e.g., telephone, email).
g) Member program eligibility information
h) Member special needs (i.e., medical condition, language)
i) Member required or preferred mode of transportation (e.g., wheelchair, cot/stretcher)
j) Common or frequent Member NEMT destinations
k) Member notes (e.g., abusive behavior, complaint history, no-show)
l) Member history of NEMT requests, receipt of NEMT services, lodging, meals, advanced funds, and denials and appeals

The information maintained in the database shall be used, maintained and protected in accordance with all applicable laws and regulations, including HIPAA.

5.2.2 Transportation Provider Database
The Transportation provider database shall be capable of maintaining all applicable contact, credential, licensing and training information about all Transportation Providers contracted by the Broker.

At a minimum the following information must be retained for each Transportation Provider and each of its vehicles.
  a) Transportation Provider name
  b) Transportation Provider address
  c) Transportation Provider county
d) Each vehicle in the Transportation Provider’s fleet, including:
   I. Manufacturer and model year.
   II. VIN and fleet number (if assigned)
   III. Odometer reading at the time the vehicle entered service
   IV. Type of vehicle (e.g. minivan, sedan, SMV, Ambulance)
   V. Capacity (number of passengers and/or wheelchair capacity)
   VI. Any specialized equipment (e.g. lift, cot/stretcher stanchions/sidewall tie-downs)
   VII. License plate number
   VIII. Insurance certifications
   IX. Broker inspection history (safe for transport-routine maintenance history)
   X. Log of Member complaints regarding vehicle

At a minimum the following information must be retained and available for each driver employed by or as a Transportation Provider:
a) Driver’s name and date of birth
b) Legible copy of valid driver’s license
c) Driver’s license number, expiration date, and type of license.
d) First aid training and certificates (SMV or Ambulance drivers only)
e) Cardio Pulmonary Resuscitation (CPR) training certificate (SMV or Ambulance drivers only)
State of Indiana
RFP 17-092
Attachment D – Scope of Work

f) Date of hire and termination and reason
g) Log of Member complaints regarding driver
h) Any on-the-job accident history
i) Any on-the-job moving violation history
j) Date of completed Broker training
k) Annual criminal background checks/monthly federal exclusion checks

5.3 NEMT Requiring Prior Authorization
Certain services under Indiana Medicaid require prior authorization. Please refer to 405 IAC 5-30 for further information, including a definition of prior authorization. Where necessary, the Broker shall provide prior authorization in accordance with all applicable State and federal laws, rules and requirements.

As of the drafting of this SOW, a prior authorization is required for the following transportation services:

a) Trips exceeding 20 one-way trips per Member, per rolling 12-month period, with certain exceptions to be determined at the time of contract finalization between Broker and FSSA.

Exceptions to 4.3(a):
Providers may request relaxation of the prior authorization requirements for Members who exceed 20 one-way trips if frequent medical intervention is required. Examples of situations that require frequent medical intervention include, but are not limited to, prenatal care, chemotherapy, and other therapy services.

Furthermore, the following services are exempt from the 20 one-way trip limitations:
   i. Emergency transportation services
   ii. Hospital admission or discharge
   iii. Members on renal dialysis
   iv. Members residing in a nursing home or skilled nursing facility
   v. The transportation of an accompanying parent or Attendant
   vi. The transportation of an additional Attendant
   vii. Covered Pharmacy Trips

b) Trips of 50 miles or more one way, including all codes associated with the trip (wait time, parent or Attendant, additional Attendant, and mileage)
c) Interstate transportation or transportation services rendered by a Transportation Provider located out-of-state in a non-designated area
d) Train or bus services
e) Airline or air ambulance services
The form, format, content, and transmission method of a prior authorization must comply with State and federal laws, rules and regulations. Prior authorizations shall be obtained, from the State or its designee Vendor, and reviewed by the Broker in accordance with these requirements.

The Broker understands that State and federal rules may change and the Broker agrees that, in the event of a change, the Broker must adjust its prior authorization procedures such that NEMT services are provided without interruption to eligible Members.

5.4 NEMT Requiring a Medical Needs Form
A Member’s treating physician must approve the following types of NEMT:
   a) Specialized Medical Vehicle transportation
   b) Use of an Ambulance
   c) The services of an Attendant
   d) Members requiring Exceptional Travel (e.g. air travel, overnight travel)
   e) Any expenses (meals and lodging) associated with Exceptional Travel

The Broker must develop, with approval of FSSA, a “Medical Needs Form” for this purpose. This form must verify that the transportation sought is to (and from) a Medicaid enrolled provider and for a Medicaid covered service or treatment.

5.5 Denial of a Member’s NEMT Request
The Broker may only deny a Member’s request for NEMT if that request falls under one or more of the denial criteria listed below. The State, in its sole discretion, may add, modify or delete denial reasons without additional payment to the Broker or a contract amendment being required.

Denial criteria include:
   a) The Member is not eligible for NEMT Services on the date of service.
   b) The Member does not have a medical need that requires NEMT Services.
   c) The medical service for which NEMT Service is requested is not a medical service covered by Medicaid.
   d) The Member has access to Available Transportation.
   e) Transportation to the medical service or pharmacy for which NEMT service is requested is covered under another program.
   f) The medical appointment is not scheduled or was not kept.
   g) The trip was not requested timely and the request cannot be accommodated.
   h) Additional documentation was requested and was not received in a timely manner.
   i) The Member refuses the appropriate mode of transportation.
   j) The Member refuses the Transportation Provider assigned to the trip and another appropriate provider is not available.
   k) The Member refuses to cooperate in determining status of Medicaid eligibility.
   l) The Member exhibits uncooperative behavior or misuses/abuses NEMT services.
m) The Member is not ready to board NEMT transport ten (10) minutes after the scheduled pick up time.

n) Failure to obtain the Medical Needs Form.

o) The Member is a minor under the age of sixteen (16) does not have an appropriate escort.

5.5.1 Communicating a Denial to a Member
If a request for NEMT services falls under one or more of the denial criteria listed above, the Broker shall deny the request and enter the reason(s) for the denial in its Member database on the same business day. The Broker shall verbally inform the Member of the denial on the same day that the decision is made, as well as the basis of the denial.

No later than the next business day after the verbal communication of the denial, the Broker shall generate and mail a denial letter to the Member. The letter will set for the basis of the denial and explain the Member’s right to appeal, as described in Section 5.5.2 below. A copy of each denial letter shall be maintained in the Broker’s Member file.

The Broker shall develop a template denial letter for FSSA’s review and approval prior to the commencement of services pursuant to this contract.

5.5.2 Members’ Right to Appeal a Denial
The Broker must maintain an appeals process that is compliant with all State and federal rules related to appeals for a denial of services, including but not limited to 405 IAC 1.1.

If the Broker upholds the initial denial, the Member must be given written, final notice informing the Member of his/her right any continued appeal rights. The Broker agrees to defend its decision, if necessary, at the time of any administrative or other form of hearing on the matter and without cost to FSSA.

If the Broker overturns its own denial, the Broker shall implement any corrective action within five (5) business days.

The Broker must establish and maintain a Member file whenever an appeal is filed by or on behalf of a Member. These files must be available upon request of FSSA within three (3) business days of the request.

FSSA shall maintain the right to intervene in any pending appeal and direct outcomes in accordance with State and federal laws and regulations. Should an appeal outcome directed by FSSA necessitate changes to Broker’s policies and procedures manual, such changes shall be made within ten (10) business days.

5.6 Transportation for Individuals Accompanying the Member
The Broker must have a plan to provide NEMT to parents, guardians or spouses of Members receiving Medicaid services who, by virtue of age and/or condition, need to be accompanied
5.7 Transportation for Minors
Members under the age of sixteen (16) years shall be escorted to medically necessary appointments. The child’s parent, foster parent, caretaker, legal guardian or FSSA, as appropriate, shall be responsible for providing this escort.

There may be times when an adult may request a minor(s) to accompany him/her to an appointment, not as an escort, but because of one of the following reasons:

a) The adult is a Member who has the appointment and requests that his/her child travels with them because there is no one available to stay with the child.

b) The adult serves as the escort to the child (minor) requiring treatment/services and is requesting for an additional child to travel with them because there is no one available to stay with that additional child.

The Broker may use its discretion to allow the additional child to travel in the above circumstances, provided that there is room or an available seat that is not being occupied by another Member requiring treatment/services.

It shall be the Member's responsibility to have their own booster or car seat for any traveling child, and Broker shall inform the Member of this obligation prior to scheduling the Transportation Provider. No Child may travel in a vehicle without a booster or car seat where one is required by law.

5.8 Limitations and Controls for Exceptional Travel
Exceptional Travel is defined as non-emergency transportation, which is necessary under extraordinary medical circumstances that require traveling out-of-state for health care treatment not normally provided through in-state health care providers. This transportation is limited to out-of-state travel, including air and ground travel. Exceptional Travel may require prior authorization or the use of a Medical Needs Form.

Should Exceptional Travel be required, Broker shall observe the following practices and procedures.

5.8.1 Air Transportation
The Broker shall receive, schedule, and arrange commercial air transportation as requested by FSSA. In limited situations, the medical care required for a member cannot be provided within the State of Indiana. In these situations, there are Indiana Medicaid enrolled specialty hospitals located elsewhere in the United States for which the medical services have been pre-certified by FSSA.
The Broker shall evaluate the request to determine if the medical services have been pre-certified (prior authorization) and that medical certification of the need for commercial air travel is obtained from the medical provider. The Broker is responsible for making the appropriate arrangements, purchasing the tickets, and distributing them to the Member. The Broker is only responsible for purchasing tickets for the Member receiving medical services and up to one escort when required and authorized.

The Broker shall use the most cost efficient arrangements with reasonable allowances for choosing a flight that would reduce the number of transfers, and/or reduce travel time and/or choosing an appropriate departure/arrival time based on the needs of the member. All tickets purchased for commercial air travel must be coach seating.

The Broker shall bill FSSA for commercial air transportation which it has documented as medically necessary. The Broker shall present and maintain documentation to support the amounts billed to FSSA.

Transportation Providers of air transportation must have an EMS Commission Air Ambulance certification, if applicable.

5.8.2 Meals and Lodging
In certain situations, meals and lodging may be provided for a Member and one (1) escort for extended treatment which requires at least one overnight stay. All requests for meals and lodging must be evaluated and pre-approved by FSSA.

Should a Member require meals and lodging, the Broker may employ expense restrictions for overnight travel that aligns with the Indiana State Travel Policy and Procedures (available at http://www.in.gov/sba/files/FMC_2014-1.pdf). Additional information regarding meals and lodging is located in the IHCP Transportation Services Policy Manual.

The Broker shall incur the cost of meals and lodging as part of the capitation payments it receives. The Broker shall utilize discounted lodging and meal services that might be offered through the medical provider.

The subsistence allowance Daily Rates are to be claimed as follows:

<table>
<thead>
<tr>
<th></th>
<th>IN-STATE</th>
<th>OUT-OF-STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Departure before 12:00 P.M.</td>
<td>$26.00</td>
<td>$32.00</td>
</tr>
<tr>
<td>Departure between 12:00 P.M. and 4:30 P.M.</td>
<td>$13.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Departure after 4:30 P.M.</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Return before 12:00 P.M., but after 7:30 A.M.*</td>
<td>$13.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Return after 12:00 P.M.</td>
<td>$26.00</td>
<td>$32.00</td>
</tr>
</tbody>
</table>

*No subsistence is paid for travel segments that are less than 7 ½ hours.
If a meal is provided, no subsistence shall be claimed for that meal and is to be deducted as follows:

<table>
<thead>
<tr>
<th></th>
<th>IN-STATE</th>
<th>OUT-OF-STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$6.50</td>
<td>$8.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$6.50</td>
<td>$8.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$13.00</td>
<td>$16.00</td>
</tr>
</tbody>
</table>

5.9 Member Corrective Education
The Broker must educate and manage Members who are chronically late, “no-shows” or abusive. The Broker must educate Members who habitually call after regular working hours and leave messages requesting transportation. The Broker must document no-shows and abusive behavior in the transportation database. The Broker must report, to the FSSA, Members who misuse emergency services but instead require NEMT to or from the medical service. If the Member continues to exhibit uncooperative behavior or misuses/abuses NEMT services, services may be denied. Members must receive written notice of denial and information regarding their right to appeal a denial or reduction of NEMT services.

5.10 Complaint Tracking and Resolution
The Broker shall maintain a complaint log and standardized written procedures for the handling of all complaints, including protocol to respond to and resolve complaints. A summary report categorizing the complaints by type, and providing as much factual information as possible, must be prepared by the Broker. Each complaint shall be assigned a unique tracking number. The Broker shall submit a draft of its complaint resolution process with its Proposal. The Broker shall respond to a complainant within one (1) business day after receipt of a Complaint. The Broker shall work with all parties, and the FSSA, as necessary, to resolve each Complaint.

Complaint logs shall include, at a minimum, the following information:
   a) Name and contact information of person filing the complaint
   b) Date complaint was filed
   c) Member information, if applicable
   d) Narrative explaining the detail of the complaint
   e) Relevant trip information pertaining to the complaint
   f) Relevant Transportation Provider information pertaining to the complaint
   g) Trip log information, if applicable
   h) Outcome/resolution of complaint
   i) Date of Broker’s response to complaint

The Broker shall provide the complaint log to FSSA upon request.
5.11 Scheduling NEMT
The Broker shall schedule Transportation Providers to provide NEMT to Members in accordance with the following parameters.

5.11.1 Mode of Transportation
The Broker must determine the most appropriate type of transportation (i.e. vehicle type) to meet the Member’s medical need, including any special transport requirements for medically fragile or physically/mentally challenged Members.

5.11.1.1 Scheduling the Use of Public Transportation
When utilizing public transportation, the Broker must establish procedures for timely distribution of tokens/passes to Members so that the Members are present at the authorized medical appointments on time. The Broker must establish adequate monitoring procedures to validate that the tokens/passes were used for authorized NEMT.

5.11.2 Wait Time and Arrival Window
The Transportation Providers scheduled by Broker shall arrive on time for scheduled pick-ups. Arrival before the scheduled pick-up time is permitted; however, a Member shall not be required to board the vehicle before the scheduled pick-up time. The Transportation Provider is not required to wait more than ten (10) minutes after the scheduled pick up time.

5.11.3 Scheduling and Dispatching Software
The Broker must utilize scheduling and dispatching software that has been proven effective in a Medicaid NEMT environment.

The scheduling system must be capable of accommodating advanced reservations, subscription service and requests for urgent service. The software should track scheduling tasks for reporting purposes as identified in Section 10 below.

The reservation/scheduling NEMT software utilized by the Broker must have automatic address validations, distance calculations and trip pricing.

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

The Broker shall accept all transportation requests which meet the two (2) business day requirement. The Broker shall utilize an automated method to schedule Member trips once said trips are authorized and Broker shall ensure that dispatching activities are
performed efficiently. The scheduling method used must be capable of accommodating recurring trips, one-time trips, advance reservations, hospital and emergency room discharges, and requests for urgent trips.

5.11.5 Urgent Care Transportation
Requests for Urgent Care Transportation must be processed within three (3) business hours of the time the request is made. The Broker shall accept all Urgent Care Transportation requests.

The requirements of this Section 5.11.5 shall also apply to appointments established by medical care providers which allow insufficient time for routine two (2) day scheduling.

5.11.6 Multiple Load Scheduling
In instances where multiple Members simultaneously receive NEMT services from the same Transportation Provider in the same vehicle, the Broker must ensure that no Member is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.

5.11.7 Delay in Pickup or Arrival
If a delay of over 15 minutes occurs in the course of picking up scheduled riders, the Transportation Provider or Broker must contact proposed riders at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The Transportation Provider or Broker must advise scheduled riders of alternate pick up arrangements when appropriate.

6 Transportation Provider Network Requirements

The Broker shall establish a comprehensive network of Transportation Providers to deliver NEMT to eligible Members. The Transportation Provider network must include diverse modes of available transportation such that the least expensive mode of transportation is provided which best meets the physical and medical circumstances of a Member requiring transportation to a medical service.

This network shall include, but is not limited to, specialized motor vehicles, common vehicles, taxi, and public transit. The Broker is responsible for assuring the Transportation Provider qualifications meet, at a minimum, those outlined in this Scope of Work.

The Broker must have capacity, through agreements with Transportation Providers and other arrangements (such as public bus and train service, free services or reduced cost services, or volunteers), to meet the Members’ NEMT needs.

Specific Broker responsibilities for the development and maintenance of a network of Transportation Providers shall include the following.
a) The Broker must recruit qualified Transportation Providers that employ courteous, safe, quality strategies in the delivery of NEMT.
b) The Broker must ensure that all Transportation Providers must be Medicaid enrolled providers.
c) The Broker must negotiate rates or use other strategies to ensure that the most appropriate NEMT is provided.
d) The Broker must assure that agreements with Transportation Providers meet the minimum requirements, referenced in Section 4.4 above, as well as all applicable federal and State laws and regulations, including but not limited to those laws and regulations governing NEMT vehicles and drivers.
e) The Broker must assure that it will refrain from contracting with Transportation Providers who FSSA and/or the State has terminated from the Medicaid program or NEMT program for good cause.
f) The Broker must ensure that all Transportation Providers carry automobile liability insurance with a minimum of $1,000,000 (one million dollars) per occurrence.

6.1 Broker Credentialing of Transportation Providers for Network Participation
The Broker shall develop a credentialing process to add Transportation Providers to its network. The Broker shall annually credential network Transportation Providers. The credentialing process shall be detailed, for FSSA’s review and approval, as part of the policies and procedures manual. The credentialing process will comply with all State and federal rules and regulations.

6.2 Transportation Provider Management
The Broker shall have policies and procedures for the suspension, reduction or termination of network privileges. The Broker shall report immediately to the State Contract Manager any suspension, reduction or termination of a network Transportation Provider’s privileges.

6.3 Cultural Competency
The Transportation Provider network must be capable of serving Members from a variety of cultural distinctions and both urban and rural locations. The Transportation Provider network must be responsive to the cultural, language and physical and/or medical needs of the Members.

6.4 Transportation Provider Education
The Broker shall develop an orientation program for all Transportation Providers. The Broker shall submit a final orientation plan for FSSA review and approval before Contract implementation. In addition, the orientation plan must address ongoing training required to educate the transportation contractors of any changes in State statutes, Indiana Administrative Code, and Medicaid policies.

At a minimum, the orientation program must include:
   a) An overview of NEMT Program and division of responsibilities between Broker and the Transportation Provider
State of Indiana
RFP 17-092
Attachment D – Scope of Work

b) Vehicle requirements
c) Procedures for handling accidents, moving violations and vehicle breakdowns.
d) Minimum driver qualifications
e) False Claims Act
f) Driver conduct, including customer service standards and requirements during pickup, transport and delivery
g) The proper use of Attendants
h) Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the Member
i) Scheduling procedure after hours, weekends and holidays
j) Procedures for handling requests for Urgent Care Transportation
k) Criteria for trip assignments by Broker, including dispatching and the delivery of services
l) Procedures for Transportation Providers obtaining reimbursement, including but not limited to documentation requirements and appropriate billing
m) Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs
n) Procedures for handling complaints from Members or Medicaid Providers
o) Practices and procedures related to the privacy and security of Member health and personal information
p) Which services constitute IHCP covered services

6.5 Prohibition of Previously Terminated Providers
The Broker must not employ or contract with a person, provider, owner, partnership or corporation previously terminated or suspended from the Program, barred from enrollment, or on the OIG’s sanction or Exclusion list and SAM. The Broker may search the HHS-OIG and SAM websites to capture exclusion and reinstatements.

6.6 Geographic Sufficiency
The Broker is responsible for the provision of transportation services for all eligible Members to or from a stated point of origin and to or from a specific Medicaid reimbursable service at the request of the Member or person acting on behalf of the Member. The Broker must ensure sufficient coverage throughout the State to ensure the timely and reliable delivery of NEMT services.

6.7 Network Vehicles
The Broker is responsible for the development of a network of diverse vehicle types which shall include, but not be limited to, sufficient coverage available State-wide for the following types of vehicles.

6.7.1 Ambulances
When a Member requires advanced life support (ALS), an ambulance must be used for transportation, in all other cases NEMT does not include ambulance transportation. See
the Indiana ambulance provider handbook for the necessary program policy regarding ambulance services.

The level of services rendered by a Transportation Provider with an ambulance must meet the Indiana Emergency Medical Services Commission’s (EMSC) definition of ALS for care given during transport, including but not limited to the following types of care: defibrillation, endotracheal intubation, parenteral injection of appropriate medications, electrocardiogram (ECG) interpretation, and emergency management of trauma and illness.

ALS services are covered only when the level of service is medically necessary, and basic life support (BLS) services are not appropriate for ambulance transport due to the medical conditions of the Member being transported.

6.7.2 Specialized Medical Vehicles (SMV)
All specialized medical vehicles (SMV) are vehicles that are equipped with permanently installed ramps, lifts, or stretcher abilities. Service of an Attendant is provided when the Member’s condition requires the physical presence of another adult person for purposes of restraint, lifting, or as allowed under the Americans with Disability Act (ADA).

6.7.3 Common Vehicles
A common a motorized vehicle is used for the transportation of passengers whose medical condition does not require use of a wheelchair, hydraulic lift, stretcher, medical monitoring, ALS services, medical aid, medical care or medical treatment during transport. Common vehicles may comprise the majority of NEMT transit trips.

6.7.4 Public Transportation
Public Transportation or Transit is fixed-route transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule, including but not limited to para-transit. Passengers are picked up at designated stops.

The Broker is encouraged to utilize City, County, and/or State public transportation to provide the most cost efficient service to the Members if such transportation is appropriate to meet the needs of the Member.

6.7.5 Volunteers
A volunteer driver is one who may provide common carrier transportation and is not contractually bound to provide services. Volunteers are those drivers who are using their own vehicle or that of a municipal, county or tribal agency to transport Members to Medicaid covered services. Volunteers receive no payment, including no mileage reimbursement.

The Broker is encouraged to use volunteers to provide the most cost efficient service to the Members and if such transportation is appropriate to meet the needs of the Members.
Volunteer drivers are still bound by some, but not all, of the terms of the agreement between the Broker and Transportation Providers, including but not limited to adherence to applicable State and federal law including HIPAA.

6.7.6 Taxis
The Broker is encouraged to enter into service agreements with commercial taxi services to supplement its NEMT services. Providers must have documentation showing operating authority from a local governing body (city taxi or livery license), if applicable.

6.7.7 Backup Vehicles
The Broker shall be responsible for arranging for back-up vehicles and/or personnel when notified by a Member, a provider, or FSSA that a vehicle is excessively late, is otherwise unavailable for services, or when specifically requested by FSSA. The vehicle is excessively late if it is twenty (20) minutes late in meeting its assigned schedule. A back-up vehicle for an excessively late vehicle or an otherwise unavailable vehicle must be in place within thirty (30) minutes after a vehicle has been deemed unavailable for any reason.

6.8 Payment of Transportation Providers
The Broker shall provide timely payment to each contracted Transportation Provider for the services rendered. The Broker may reimburse Transportation Providers through any payment arrangement agreeable to both parties, including a sub-capitation arrangement. All payment arrangements must include an incentive or safeguard to ensure utilization data for every encounter is submitted to the Broker and, in turn, FSSA.

The Broker shall use accurate and reliable software to calculate mileage. The Broker shall be responsible for the accuracy of the calculation and shall represent such on behalf of the FSSA in any audit or legal proceedings.

A description of The Broker’s payment methodology, billing system, billing policies, instructions, and procedures must be submitted with the proposal. Any penalties for late submission must be included in the description. The Broker's billing policies must include options for electronic submission of invoices by Transportation Providers. Any future amendments to these policies must be approved, in writing, by FSSA.

7 Vehicle Standards
The Broker must assure that all Transportation Providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this Contract. Vehicles and all components must comply with or exceed the manufacturers, State and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this Contract. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations. Any vehicle found non-compliant with the Indiana Bureau of Motor Vehicles (BMV) licensing requirements, safety standards, ADA regulations, or
State of Indiana  
RFP 17-092  
Attachment D – Scope of Work

Contract requirements must be removed from service immediately if this discrepancy creates a health or safety hazard for vehicle occupants.

All Transportation Providers in the Broker’s network shall only operate (directly or via subcontracting), vehicles which meet the standard minimum requirements set forth below.

7.1 Communication with Vehicles
The Broker or its Transportation Provider must provide and use a two-way communication system linking all vehicles used in delivering the services contemplated under this Contract with the Broker or its subcontractor’s major place of business. The communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired. Pagers are not an acceptable substitute. A vehicle with an inoperative two-way communication system must be placed out-of-service until the system is repaired or replaced.

7.2 Safety and Operational Requirements for all Vehicle Types
All vehicles, regardless of type, must comply with the following minimum requirements.

a) All vehicles must be equipped with adequate heating and air conditioning for driver and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.

b) All vehicles must have functioning, clean and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use. Each vehicle shall have at least two (2) seat belt extensions available at all times.

c) All vehicles must have a functioning speedometer and odometer.

d) All vehicles must have functioning interior light(s) within the passenger compartment, functioning brake lights, and functioning headlights.

e) All vehicles must have adequate sidewall padding and ceiling covering.

f) The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall also be free of dirt, oil, grease and litter.

g) All vehicles must be smooth riding, so as not to create passenger discomfort.

h) All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.

i) The vehicle’s interior and exterior must be clean and have exteriors free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents, which detract from the overall appearance of the vehicles.

j) All vehicles must have the Transportation Provider’s name, vehicle number, and the Broker’s name and phone number prominently displayed within the interior of each vehicle. This information must also be available in written form on each vehicle for distribution to riders on request.

k) All vehicles must have the name and other identifying information of the Transportation Provider displayed on the exterior of the vehicle in accordance with the Indiana Department of Public Safety requirements.
l) All vehicles must have the following signs posted in all vehicle interiors, easily visible to the passengers:
   1. No smoking, eating or drinking
   2. All passengers must use seat belts

m) All vehicles, except stretcher vans, that require a step up for entry, must include a retractable step, or a step stool as approved by FSSA to aid in passenger boarding.

n) All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored on or in the driver’s side visor. This packet will include:
   1. vehicle registration
   2. insurance card
   3. accident procedures and forms

o) All vehicles must be provided with a fully equipped first aid kit and a “spill kit” including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

7.3 Ambulance Safety and Operational Requirements
Transportation Providers utilizing non-emergency ambulance services must maintain an active valid registration throughout the term of the service agreement with the Broker. Vehicles and staff that provide ambulance services must be certified by the EMS Commission to be eligible for reimbursement for transports involving either advanced life support or basic life support services. All ambulance Transportation Providers must be Medicaid approved providers.

7.4 SMV Safety and Operational Requirements
SMV providers must be currently certified as a Medicaid Provider and by the Indiana Department of Transportation. All SMV Transportation Providers must be Medicaid approved providers. All SMV Transportation Providers are required to certify annually through the Indiana Motor Carrier Services (MCS) and obtain a Motor Carrier Certification.

All SMVs must adhere to the following additional minimum standards:
   a) SMVs must be equipped with an interior mirror, which shall be either clear-view laminated glass or clear-view glass bonded to the back, which retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.
   b) SMVs floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.
   c) SMVs must be equipped with one or more functional fire extinguishers at least 2.5 pounds each in size, with a combined capacity totaling at least 5.0 pounds in size (preferably ABC or Halon-type), and shall display a current inspection tag or sticker. The fire extinguisher shall be secured within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated.
d) SMVs must each be equipped with seat belt cutter(s), mounted above the driver’s door, for use in emergency situations.

7.5 Common Vehicles Safety and Operational Requirements
Common vehicles must be equipped with one or more functional fire extinguishers at least 2.5 pounds each in size, with a combined capacity totaling at least 5.0 pounds in size (preferably ABC or Halon-type), and shall display a current inspection tag or sticker.

The fire extinguisher shall be secured within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated.

7.6 Taxi Safety and Operational Requirements
Taxi providers must have documentation showing operating authority from a local governing body (city taxi or livery license), if applicable.

7.7 Periodic Inspections
The Broker shall develop and implement an annual inspection process for all vehicles in addition to the applicable State vehicle inspection requirements to verify that vehicles used by contracted network Transportation Providers meet the above requirements.

Prior to contract award and the service agreement between the Broker and each network Transportation Provider, the Broker shall complete an initial inspection of all the network Transportation Provider vehicles. Records of all inspections shall be maintained on file for a minimum of five (5) years and readily accessible to FSSA staff upon request. Additionally, the Broker shall randomly inspect one-twelfth (1/12) of the fleet each month.

7.8 Right to Inspection by FSSA
All Transportation Providers and vehicles are subject to inspection by the State at any time. All records regarding the satisfaction of any and all vehicle safety and operational standards (including but not limited to the inspection records required by Section 7.7 above) must be made available to FSSA within 48 hours upon the agency’s written or verbal request.

7.9 Removal of Vehicles from the Network
Any vehicle found deficient with any State or Federal regulation or in the following areas must be immediately removed from service.
   a) FSSA SMV licensing and equipment/restraint device requirements
   b) Bureau of Motor Vehicles licensing requirements, safety standards, or annual inspections
   c) ADA regulations, when applicable
   d) Contract requirements
   e) Vehicles currently placed out of service by, or impounded by, the Indiana State Police or other local, State or federal law enforcement agency
   f) Any vehicle receiving two (2) or more legitimate complaints from passengers concerning cleanliness, temperature deficiencies within the same five (5) day period.
7.10 Global Positioning System
The State prefers that the vehicles utilized by the Broker be equipped with Global Positioning Systems (GPS) which keep a record of the activity of the drivers while providing NEMT.

8 Driver and Attendant Requirements

The drivers and Attendants employed by or as Transportation Providers must adhere to the following minimum standards. To the extent that local, State or federal law provides a higher licensing or credentialing standard for a drive to provide the same services, the higher standard shall prevail.

8.1 Licensure
All drivers, at all times during their employment by or as a Transportation Provider, shall be at least 18 years of age and have a current valid driver’s license to operate the transportation vehicle to which they are assigned.

All Transportation Providers must maintain all certifications and licenses for drivers and vehicles required by all public (federal, State or local) transportation laws, regulations, and ordinances that apply to the Transportation Provider. All Transportation Providers must adhere to all laws, rules, and regulations applicable to Transportation Providers of that type, including those requiring liability insurance. All Transportation Providers must comply with the requirements of the American with Disabilities Act (ADA). All Transportation Providers must operate vehicles that meet the safety and medical needs of the Member.

8.2 Inhibitory Substances
No driver or Attendant shall use or be under the influence of alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty.

Furthermore, all drivers and Attendants must pass a drug test prior to employment and shall be subject to drug tests randomly or upon suspicion by a Transportation Provider or Broker.

8.3 Background Check
The Broker shall require that all drivers and Attendants comply with Indiana Statute regarding criminal background checks. The Broker shall verify that driver or Attendant is not listed on the Indiana Sex and Violent Offender Registry. The Broker shall ensure that no driver or Attendant has multiple traffic citations, a conviction of a violent crime, robbery, theft, assault, homicide, or DUI. The Broker must ensure that the “Any State” option is utilized to verify that the driver or Attendant is not listed on the Registry in any State. The Broker (or Transportation Provider) shall conduct criminal background checks on all drivers.
and Attendants, and shall include in its Proposal the criteria the Broker will use to determine if a driver can provide services under the NEMT Broker Program.

8.4 Driver and Attendant Training

All drivers used by Transportation Providers to deliver transportation services under the terms of this Scope of Work must have successfully completed driver training and first aid training prior to driving under the NEMT Program. Certifications in these areas must be maintained for each driver.

The driver training curriculum shall include:
   a) A passenger assistance orientation program
   b) An on-going safety and sensitivity program to ensure a safe operating environment
   c) Defensive driving training
   d) The maintenance and protection of protected health information
   e) Billing and documentation requirements

Any driver who has not previously completed the training required must satisfactorily complete the required training within ninety (90) calendar days of assignment to the NEMT Program.

All Attendants used by Transportation Providers to deliver transportation services must have successfully completed an Attendant training program prior to becoming an Attendant under the NEMT Program. Certifications in these areas must be maintained for each Attendant.

Attendant training shall include at a minimum:
   a) First Aid training
   b) A passenger assistance orientation program
   c) An on-going safety and sensitivity program to ensure a safe operating environment
   d) The maintenance and protection of protected health information

8.4.1 Alternative Training Curriculum

The Broker or its Transportation Provider may establish and implement its own driver, Attendant and other personnel training standards in lieu of the standards established in this section, subject to advance review and approval of FSSA.

8.5 Conduct While Providing Services to Members

All Drivers shall observe the following rules while providing NEMT services.

8.5.1 No Smoking

Smoking is prohibited in the vehicles while performing Medicaid transportation service. "No Smoking" signs shall be visible to all passengers. Broker shall require drivers and Attendants contact the Broker immediately if passengers fail to comply with this prohibition.
At no time shall drivers or Attendants smoke while in the vehicle, while involved with Member assistance, or in the presence of any Member.

**8.5.2 Identification**
All drivers and Attendants must wear or have visible, an easily readable official company identification with photo ID and vehicle ID. Drivers and Attendants must properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent.

**8.5.3 Arrival Confirmation**
Drivers and Attendants shall confirm, prior to vehicle departure that the delivered passenger is safely inside the destination.

**8.5.4 Provision of Passenger Assistance**
Drivers or Attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and to provide assistance, when requested or necessary, to or from the main door of the place of destination or, upon completion of a trip, the Member’s home or final destination.

Drivers or Attendants, while on board, must assist the passengers in the process of being seated, including the fastening of the seat belts and securing of infants and children under age five (5) in properly installed child safety seats.

Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs or cot/stretchers are properly secured and that all passengers are properly seat-belted or secured/restrained in their wheelchair or cot/stretcher.

Drivers or Attendants must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger’s destination.

No driver or Attendant shall touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained.

Drivers and Attendants must provide support and verbal directions to passengers. Such assistance shall also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance shall also include stowage by the driver of mobility aids and folding wheelchairs.

Drivers and Attendants shall not be responsible for passenger's personal items.

**8.5.5 Vehicle Temperature**
Drivers shall maintain a comfortable interior cabin temperature at all times while vehicle is occupied by a Member or an attendant.
8.5.6 Other Distractions
Drivers and Attendants shall not use a cell phone or texting devices while driving.

At no time shall drivers or Attendants eat or consume any beverage while in the vehicle or while involved with or in the presence of any Member.

Drivers and Attendants shall not wear any type of headphones or earphones at any time while on duty.

Drivers and Attendants shall not engage in any activities that distract from their contracted duties.

8.6 Complaints
Any driver or Attendant receiving two (2) or more complaints from passengers concerning cleanliness, courtesies, or other deficiencies within a five (5) business day period may not be utilized until corrective action is taken. All complaints must be documented and become a part of the driver's or Attendant’s permanent record.

9 Call Center Requirements

The Broker must establish and maintain a staffed, toll-free, telephone call center to respond to requests and questions from Members, Member designated representatives, Providers, Medicaid technicians, and FSSA. The call center must field requests for NEMT services, provide information about NEMT services, and handle calls to register complaints. Members must not incur a charge for placing a call. The Broker must maintain a dedicated staff to perform the requirements. Members must be able to schedule transportation at least 14 calendar days in advance and as soon as same-day-service. Professional, prompt and courteous customer service must be a high priority.

9.1 Caller Privacy
The Broker must train call center staff and respect a caller’s right to privacy and confidentiality. The Broker must train call center staff on compliant protocol for verifying the identity of a caller and authority of a caller (if the caller is not the Member).

9.2 Staffing
The Broker must maintain a properly functioning and appropriately staffed toll-free telephone number available during regular business hours (i.e. 8:00 a.m. through 6:00 p.m. EST Monday through Friday) with 24 hours a day, seven days a week voice mail, TTY and a facsimile number; and must have the ability to handle inquiries from non-English speaking callers and those with hearing and speech impairments. The phone system must have capacity to handle the volume of inquiries required to service the Members.
The Broker must ensure that it has staff to handle all calls and act as troubleshooters and problem solvers for transportation related questions (and any other issues that may arise).

The Broker must process all incoming telephone inquiries (live calls and voicemails) for NEMT in a timely (within one (1) business day) and responsive manner.

The Broker must provide a staffed, after-hours access line for callers to inquire about previously scheduled rides or urgent transports (including hospital discharges).

9.3 Call Center Staff Training
The Broker shall provide a program of call center personnel training prior to permitting any personnel to have public contact or answer scheduling lines. Training shall include sensitivity components dealing with:
   a) Aged and disabled persons
   b) Cultural diversity, including personnel fluent in English, Spanish and other languages where the language is used by at least five (5) percent of the Member population
   c) Customer service training, including handling hostile callers
   d) Communicating with hearing or speech-impaired individuals

Service personnel, including scheduling personnel, must be trained and knowledgeable in all aspects of transportation service operations including Broker reservation and prior authorization procedures. The Broker shall provide a written comprehensive training plan for all service personnel. A final version of the training plan must be submitted to the State for review and approval at least ninety (90) calendar days prior to the start of operations. Any changes to this plan must be approved by FSSA prior to implementation. Changes must be submitted to FSSA no later than thirty (30) calendar days prior to requested implementation.

9.4 Automatic Call Distribution
The Broker shall operate an automatic call distribution system which optimizes the efficiency of the center while minimizing caller hold time. The Broker must assure that no calls will be answered by clearing the queue (i.e., answering only to ask callers to call back at a later time) or by busy signals, disconnections, or other technical problems that prevent the caller from receiving help from staff.

The automatic call distribution system shall be able to record and aggregate the items detailed in Section 10 and shall be able to produce the reports specified herein and ad hoc reports that FSSA may request on a daily, weekly, or monthly basis.

9.5 Quality Assurance
Calls shall be monitored and recorded for quality assurance purposes and callers shall be advised of this. Administrative lines need not be recorded.
9.6 Backup Telephone System
In the event of power failure, the Broker shall have a back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of services or data collection. The Broker shall notify the State when its phone system is on a back-up system or is inoperative. The Broker shall have a manual back up procedure to allow requests to continue being processed if the system is down.

9.7 Emergency Calls
The Broker must assure that Members with emergency requests are referred or transferred to 911 or an appropriate local emergency or ambulance service.

10 Data / Reporting Systems & Requirements
The Broker shall provide FSSA with the reports specified below in a format that will be approved by FSSA prior to the commencement of the Broker’s provision of NEMT. Report formats may include paper reports or data files. The Broker shall provide additional reports or make revisions in the data elements or format upon the request of FSSA, without additional charge to FSSA and without a Contract amendment. Upon request of FSSA, the Broker shall supply the underlying data to support any report submitted. The data shall be in a mutually agreed upon electronic file format. FSSA may add or delete reports to be submitted without requiring a Contract amendment. All reports and logs shall be available to FSSA upon request within five (5) business days. Failure to meet the timeliness standard set forth for each report may, at the sole discretion of FSSA, result in the assessment of liquidated damages.

10.1 Complaint Reports

10.1.1 Monthly Complaint Summary Report
This Report shall be due no later than the 15th day of the month following the report month. The Report shall detail the total number of complaints by complaint category for each month in the State’s fiscal year with cumulative fiscal year-to-date totals and a percentage calculation for each complaint category for each month in the fiscal year with cumulative fiscal year-to-date totals.

The complaint categories shall include but are not limited to:

a) Issue with the Broker
b) Transportation Provider late
c) Issue with NEMT Provider’s driver
d) Issue with NEMT Provider’s vehicle
e) Transportation Provider no-show
f) Complaint by medical facility
g) Member incident/injury
h) Other Transportation Provider issue
10.1.2 Monthly Complaint Detail Report
This Report shall be due no later than the 15th day of the month following the report month. The Report shall provide for each valid complaint at least the following information:
   a) Complaint number
   b) Member’s name
   c) Member’s Recipient ID (RID) number
   d) Name of the complainant
   e) Complaint receive date
   f) Complaint type
   g) Complaint details
   h) Complaint subject (party that is the subject of the complaint)
   i) Name of the Transportation Provider
   j) Result of complaint investigation
   k) Date of complaint resolution

10.2 Call Center Report
This report shall be due no later than the 15th day of the month following the report month. This report shall provide, for each business day during the reporting period, the following information, in addition to the requirements set forth.
   a) Total number of calls received
   b) Total number of calls answered
   c) Total number of answered directly
   d) Total number of calls answered from a holding or wait queue
   e) Total calls receiving busy signals
   f) Total calls abandoned
   g) Average abandonment time
   h) Average talk time
   i) Average speed answered by a call center staff member
   j) Average time until a response from the automated voice system
   k) Percentage of calls abandoned
   l) Percentage of calls answered
   m) Highest abandonment time
   n) Highest average speed answered time
   o) Call center staff member identity taking calls and authorizing requests (volume and outcomes)
   p) Number of available operators, by time of day and day of the week, in hourly increments

The Broker shall analyze data collected from its phone system as requested by FSSA and as necessary to perform quality assurance and improvement, fulfill the reporting and monitoring requirements of the Contract, and ensure adequate staffing. Upon FSSA’s request, the Broker shall document compliance in these areas.
10.3 Encounter Report
The Broker shall collect and log detailed Encounter Data for each NEMT trip it coordinates. The Broker shall collect only information approved by FSSA and in a format approved by FSSA. The data will be processed by the State in a manner similar to claims processing, with the exception that no payment per claim will be generated. All other costs, including telecommunications equipment and expense, computer hardware and software associated with collecting and transmitting encounter data to the State shall be the responsibility of the Broker.

The Encounter Data are due thirty (30) calendar days following the month of payment by the Broker and shall be reported by month of service. The electronic media must be supported by a summary report, as described in the following section. Totals included in the summary report must balance to the detail reporting information or both the detail and summary reporting will be rejected by FSSA and corrected reports will be required. Corrected reports, if needed, are due two (2) business days after the request from FSSA.

10.4 Denial Report
The Broker shall submit to the State a monthly report of the number of requests for transportation denied by reason. The written summary must be sent to FSSA by the 30th calendar day of the month following the month of activity. The report shall include the reporting month, subtotal, total for fiscal year and percentage of denials by reason.

10.5 Transportation Request Report
The Broker shall submit to FSSA a monthly report summarizing all requests for transportation, authorizations, cancellations, and denials by mode, trips for substance abuse treatment, public transit trips, volunteer transportation, the number of individual riders with at least one reservation, and the number of unduplicated or new riders.

10.6 Transportation Trip Summary Report
The Broker shall submit to FSSA a monthly report summarizing percentages and numbers of all trips by mode, mileage, age and gender, particularly noting percentage increase in public transportation ridership and volunteer transportation. The trip sheet shall be available upon request.

10.7 No-Show Report
The Broker shall submit to FSSA a monthly report containing Member no-show data. The Member No-Show Report and the methodology used to correct the Member no-show, must be submitted to FSSA for review and approval thirty (30) calendar days prior to the start of operations. The Broker must incorporate modifications required by FSSA within ten (10) calendar days of notification. In no case will a Broker be allowed to begin operations without an approved Member No-Show Correction Plan. Updates to the plan must be submitted to FSSA for review and approval at a minimum of five (5) business days prior to execution. Implementation of any revisions will not be effective until FSSA has given the Broker written approval of any proposed revision.
10.8 Accident and Moving Violation Report
The Broker shall notify FSSA or its agent immediately of any accident resulting in driver or passenger injury or fatality while services were provided to a Member under this contract. The Broker shall file a written accident report with FSSA within ten (10) business days of the accident and will cooperate with FSSA and law enforcement during any ensuing investigation. A police report is also required as supporting documentation.

The Broker shall notify FSSA immediately of any moving violations that occur while services were provided to a Member under this contract. The Broker must provide a copy of the police report within ten (10) business days of the moving violation.

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

The requirements of this section must be incorporated in all Service Agreements between the Broker and Transportation Providers.

10.9 Vehicle Report
The Broker shall provide FSSA with a listing of all vehicles placed in service for the performance of obligations under this contract before the start of operations.

The list shall include for each vehicle:
   a) Name of the corresponding Transportation Provider
   b) Manufacturer and model
   c) Model year
   d) Vehicle identification number
   e) Type of vehicle (minibus, SMV, sedan, etc.)

The roster shall be updated to reflect vehicle additions and deletions, and delivered to FSSA each calendar quarter. This roster of vehicles must be available upon request.

10.10 Annual Report
This Report shall be due no later than the sixtieth (60th) calendar day following the end of each twelve (12) month period beginning with the Broker’s commencement of the provision of NEMT services under this Contract. The Report shall include a narrative summary of all NEMT Broker Program activity, the Broker accomplishments, remaining challenges, and the Broker’s recommendations for improvement.

10.11 Program Integrity Reporting
Any report required by Section 12 below.
10.12 GPS Report
If the Transportation Provider fleet is equipped with GPS, the Broker shall provide a monthly report of this GPS data for the State’s analyses. This report shall contain the information necessary to link the GPS data with the claims for this period.

10.13 Ad Hoc Reporting
Other reports may be requested by FSSA either periodically or on a scheduled basis.

11 Performance Standards

A percentage of the Broker’s remuneration will be withheld by the State and its payment to the Broker shall be contingent on the Broker’s performance in accordance with a score card. In the first year of the provision of NEMT services that percentage shall be two (2) percent withheld. In the second year that percentage shall be three (3) or a figure mutually negotiated by the State and Broker. The State may renegotiate this figure with the Broker annually thereafter. This scorecard will include service levels that will be developed, in part, based on the Broker’s proposal and in accordance with the standards and metrics set forth in this section. The precise service levels, and their relationship to withheld payment, will be finalized between the State and the Broker at the time of contracting. The State intends 90% performance under the contemplated score card shall constitute satisfactory performance and trigger the release of withheld funds. The State may reasonably modify the scorecard and its metrics from time to time.

11.1 Broker’s Safety and Quality Standards
The Broker must establish safety and quality standards for the provision of NEMT. Transportation Providers must meet health and safety standards for vehicle maintenance, operation and inspection, driver qualifications, and training and the delivery of courteous, safe and timely transportation services. All requirements of this RFP shall serve as minimum standards for the development of these Safety and Quality standards.

11.2 Audit Support
The Broker shall participate in meetings to prepare for the auditing of their functions by State and Federal agencies. The Broker acknowledges that the State, in its role of administering the Medicaid program, retains the right and ability to audit the Broker’s work, or the work of its subcontractors, and nothing in this RFP, the Contract, or any other associated document shall be construed to limit this right.

11.3 Program Meetings
The Broker shall be available to meet with FSSA representatives at the FSSA Central Office at least monthly and upon request by FSSA to discuss the NEMT program and to answer pertinent inquiries regarding the program, its implementation, and its operation. The Broker may be required to attend other meetings as requested by FSSA.
11.4 Call Center Service Levels
The Broker is encouraged to perform at a level exceeding the minimum performance standards listed below. The State reserves the right to amend or delete any of these standards or add additional standards without notice. With the exception of the holidays listed below, the staff must be available to provide sufficient “live voice” access to callers during (at a minimum) fifty-five (55) hours a week, Monday through Friday 8:00 AM to 6:00 PM. Voice mail or an answering service must be available after hours. All after-hours calls must be returned the next business day.

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

The Call Center may be closed on the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

The Broker may request that additional days, such as the day before Thanksgiving, be authorized for limited staff attendance. This request must be submitted to FSSA at least thirty (30) calendar days in advance of the date being requested for limited staff attendance and must be approved by FSSA. Call center closures, limited staffing or early closures shall not burden a member’s access to the Broker’s services.

The Call Center must be located within the State of Indiana. The Call Center must be staffed so that a capacity of at least 3250^2 calls per year can be handled. However, when call volume

In 2015 the State received 3244 calls to its Medicaid call center related to non-emergency transportation. The State is presently unable to provide this NEMT call figure on a month-to-month basis.

General Provider Inquiry calls on a month to month basis (which would include NEMT calls, but also includes other unrelated provider inquiries) are broken down in the following chart. This chart is meant to provide an approximation of the month to month call flow, it is not a representation of how many NEMT calls are expected.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January</strong></td>
<td>919</td>
</tr>
<tr>
<td><strong>February</strong></td>
<td>765</td>
</tr>
<tr>
<td><strong>March</strong></td>
<td>766</td>
</tr>
<tr>
<td><strong>April</strong></td>
<td>967</td>
</tr>
<tr>
<td><strong>May</strong></td>
<td>830</td>
</tr>
<tr>
<td><strong>June</strong></td>
<td>835</td>
</tr>
<tr>
<td><strong>July</strong></td>
<td>652</td>
</tr>
<tr>
<td><strong>August</strong></td>
<td>598</td>
</tr>
<tr>
<td><strong>September</strong></td>
<td>564</td>
</tr>
<tr>
<td><strong>October</strong></td>
<td>592</td>
</tr>
<tr>
<td><strong>November</strong></td>
<td>425</td>
</tr>
</tbody>
</table>

^2^ In 2015 the State received 3244 calls to its Medicaid call center related to non-emergency transportation. The State is presently unable to provide this NEMT call figure on a month-to-month basis.
exceeds capacity, the Broker may use additional offsite Call Center capacity to maintain Call Center service standards. The offsite Call Center shall be located within the continental United States. Non-compliance with standards (a) through (h) below shall be subject to non-compliance remedies, including but not limited to the Broker’s failure to earn payments withheld by the State:

a) One hundred percent (100%) of all calls shall reach the Call Center menu on or within three (3) rings or fewer.
b) Average speed to answer calls shall not exceed 60 seconds.
c) The busy rate shall not exceed zero percent (0%).
d) The lost call (abandonment) rate shall not exceed seven percent (7%). The maximum abandonment rate must remain below 10% of callers 95% of the time.
e) An answering machine, voice mail or answering service must be available for after-hours calls. One hundred percent (100%) of after-hours calls must be returned within the next business day.
f) The Call Center must be equipped with the appropriate technology to accept calls from all callers. The Broker is responsible for ensuring that people with limited English proficiency and those who are deaf, hearing impaired or have other special needs have access to communication services that enable all callers to utilize the Call Center.
g) Eighty-five percent (85%) of all issues from callers should be resolved on the first call. If information cannot be provided to a caller in a timely manner, the Call Center representative should request a name, phone number and/or addresses (if necessary) and respond to the caller within one (1) business day from the time of contact.
h) Broker must ensure all staff relay emergency requests to 911 or an appropriate local emergency (ambulance) services.
i) The Broker must immediately report any failure of Call Center operations to FSSA.

11.5 Scheduling Service Levels

The Broker must ensure that NEMT services are available 24 hours per day, 7 days per week, and every day of the year. The Broker must track its compliance with the following performance standards and report its performance to the State on a monthly basis, unless a different frequency is requested by the State. Failure to perform in adherence with these standards (or the requirement to track and report on these standards) shall subject the Broker to non-compliance remedies, including but not limited to Broker’s failure to earn payment withheld by the State. NEMT services must comply with the following minimum service delivery requirements:

a) Arrival before the scheduled pick-up time is permitted; however, a Member shall not be required to board the vehicle before the scheduled pick-up time.
b) The Transportation Provider is not required to wait more than ten (10) minutes after the scheduled pick up time.
c) Members are to be aware of pick-up time for transportation to appointments when the transportation request is made. Any deviation from the stated time of more than fifteen (15) minutes is not acceptable as timely service. For the return pick-up from an appointment, the vehicle shall arrive within one (1) hour from time of notification.

d) In multiple passenger situations, ensure that no Member is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.

e) Drivers shall deliver Members to their destinations on time for their scheduled appointments and assistance must be provided if requested or necessary.

f) Late arrival will be reported, by the driver or Attendant, as soon as possible to the Transportation Provider or Broker for providing advance notice to the direct medical service provider of the late arrival.

g) Trips will be monitored to ensure Members are delivered to their homes in timely manner from appointments.

h) If a delay occurs in the course of picking up scheduled riders, the Transportation Provider or Broker must contact proposed riders at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The Transportation Provider or Broker must advise scheduled riders of alternate pick up arrangements when appropriate.

i) The Broker must have procedures for timely distribution of public transportation passes to the Member to make the medical appointment.

j) The Broker contacts the Member to inform him of the transportation arrangements, if this information is not given during the initial call from the Member.

k) The Transportation Provider re-confirms the pick-up time and location with the Member twenty-four (24) hours ahead of the scheduled medical appointment.

l) The Transportation Provider must arrive on-time to all confirmed appointments.

11.6 Transportation Provider Reimbursement Service Level

The Broker shall make payments to Transportation Providers for services provided on a timely basis consistent with the payments section of its contract with the provider. In particular, the Broker shall pay at least ninety percent (90%) of all “clean claims” from Transportation Providers within thirty (30) calendar days following receipt. Further, The Broker shall pay at least ninety-nine percent (99%) of all “clean claims” from Transportation Providers within ninety (90) calendar days following receipt.

For purposes of this section, a “clean claim” means one that can be processed without obtaining additional information from the Transportation Provider or from a third party, except that it shall not mean a claim submitted by or on behalf of a Transportation Provider or Provider who is under investigation for fraud or abuse, or a claim that is under review for medical necessity. Complaints or disputes concerning payments for the provision of services as described in this paragraph shall be subject to the Broker’s Provider grievance resolution system.
11.7 Complaints and Appeals Service Level
The Broker shall acknowledge receipt of any complaint or appeal in writing within one (1) business day of receipt. Broker shall ensure that the total volume of merited complaints it receives is below a certain threshold to be negotiated in the final Contract. Broker shall ensure that the total volume of denied claims over-turned on appeal is below a certain threshold to be negotiated in the final Contract.

The Broker shall formally respond to a complaint or appeal within fifteen (15) business days.

11.8 Network Adequacy Service Level
The Broker shall track and report on its network composition, to FSSA, in accordance with the requirements of this RFP and the Contract. The Broker and State will develop a service level related to Network adequacy based on the requirements of this RFP, the Contract and a Broker’s proposal.

11.9 Member Outreach Service Levels
The Broker shall track its member outreach and education efforts, as required by this RFP and the Contract, and report on this activity to FSSA. The Broker shall also measure the impact of these efforts by measuring, at a minimum, member non-compliance or “no-shows” and the reduction thereof over time. The Broker and the State will develop service levels related both to a minimum amount of outreach and education activities, as well as the reduction of undesirable member conduct.

11.10 Encounter Data Service Level
The Broker shall submit encounter data to the State in accordance with Section 10.3. The State and Broker shall mutually develop service levels related to the timely and accurate submission of encounter data.

12 Program Integrity Requirements
The Indiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU) is the State agency responsible for the investigation of provider fraud in the Indiana Medicaid program. The FSSA Program Integrity Unit (FSSA PI), is responsible for overseeing the integrity of all Medicaid payments issued by the State for services on behalf of Medicaid-eligible beneficiaries, and referring cases of suspected fraud to the MFCU for investigation. The FSSA PI Unit identifies and recovers Medicaid waste and abuse. The FSSA Bureau of Investigations evaluates and investigates reports of suspected fraud by recipients of assistance programs and both government and contract employees. The Broker shall work collaboratively with these agencies and units, as described below.

12.1 Required Disclosures
The Broker, as well as its subcontractors, and any Transportation Providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR Part 455) on disclosure reporting, including but not limited to business transaction disclosure reporting (42 CFR §
455.104) and certain criminal convictions (42 CFR § 455.106) and shall further provide any additional information necessary for the FSSAS to perform its own exclusion status checks pursuant to 42 CFR § 455.436 if requested. All tax-reporting provider entities that bill and/or receive Indiana Medicaid funds as the result of this Contract shall submit routine disclosures in accordance with timeframes specified in 42 CFR Part 455, Subpart B and the terms of this Contract, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, at least once every three (3) years, and at any time upon request. Any Transportation Provider failing to disclose in accordance with these requirements (or any Transportation Provider which otherwise fails any requirement of 42 CFR Part 455) may not be part of the Broker’s network.

12.2 Screening for Excluded and/or Disbarred Entities
The Broker, as well as its subcontractors, and any Transportation Providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR § 1002) on exclusion and debarment screening. All tax-reporting provider entities that bill and/or receive Indiana Medicaid funds as the result of this Contract shall screen their owners and employees against the federal exclusion databases (such as LEIE and EPLS). Any services provided by excluded individuals shall be refunded to and/or obtained by the State and/or the Contractor as prescribed in section 12.10 Program Integrity Overpayment Recovery. Where the excluded individual is the provider of services or an owner of the provider, all amounts paid to the provider shall be refunded to the State. Any Transportation Provider listed on any of these excluded or disbarred entity databases shall not be included in the Broker’s Network.

12.3 Program Integrity Staffing Adequacy
The Broker shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Broker in preventing and detecting potential fraud and abuse activities.

The Broker shall comply with all federal and State requirements regarding fraud and abuse, including but not limited to Sections 1128, 1156, and 1902(a)(68) of the Social Security Act. The Broker shall also provide all documentation and information requested by FSSA PI Unit or required under this section and its subsections in the form and manner mandated by the FSSA PI Unit.

12.4 Program Integrity Operations
The Broker shall have surveillance and utilization control programs and procedures (42 CFR §§ 456.3, 456.4, 456.23) to safeguard Medicaid funds against improper payments and unnecessary or inappropriate use. The Broker shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected waste, fraud and abuse activities. Broker shall have operations sufficient to enable the efficient identification, investigation, and resolution of waste, fraud and abuse issues of Broker’s Transportation Providers.
Broker shall conduct all operations and deploy all capabilities described below on a routine basis and as necessary for the effective reduction of Medicaid waste, fraud and abuse. The Broker shall have the ability to make referrals of suspected malfeasance to the FSSA PI Unit, and accept referrals from a variety of sources including: directly from Transportation Providers (either provider self-referrals or from other providers), members, law enforcement, government agencies, etc. The Broker shall also have effective procedures for timely reviewing, investigating, and processing such referrals. Broker is required to conduct and maintain at a minimum the following operations and capabilities:

a) The type and frequency of training and education of Broker employees on the detection of fraud, waste and abuse. Training must be annual and address the False Claims Act, Indiana laws and requirements governing Medicaid reimbursement and the utilization of services – particularly changes in rules, and other Federal and State laws governing Medicaid provider participation and payment as directed by CMS and FSSA. Training should also focus on recent changes in rules, when there have been changes.

b) Provision for internal monitoring and auditing.

c) Broker shall have policies and procedures in place to prevent and detect fraud, waste, and abuse. Policies shall include, at a minimum, detection and prevention of:

i. Billing for services not rendered
ii. Billing for more extensive services than those actually provided
iii. Use of correct Health Care Procedure Coding System (HCPCS) codes and modifiers to properly identify the services rendered
iv. Improper member ID card use and card sharing

d) Broker shall conduct surveillance and utilization review activities to ensure the appropriate use and reimbursement for services. Such activities shall include:

i. Pre- and post-enrollment site visits for Transportation Providers as required by the Affordable Care Act. The Broker shall develop a site visit tool and process for aggregating the results to the state for review and approval at least ninety (90) calendar days prior to the start of operations.
ii. Establishment of edits and audits in the claims processing system that enforce non-emergency transportation member benefits and service limitations.
iii. Routine post payment claim desk audits. The broker shall conduct post payment desk audits on X number of transportation providers quarterly to identify whether improper payments have been made.
iv. On-site audits. The broker shall conduct X number of onsite audits quarterly to identify whether improper payments have been made and to assess the providers continued ability to provide services to the IHCP member population.

12.5 Pre-Payment Review

The Broker shall utilize a pre-payment review mechanism that 1) prioritizes the review of claims from new Transportation Providers and Transportation Providers with a history of
suspicious or erroneous billing, 2) ensures that the trips billed-for actually occurred, and 3) is otherwise compliant with all State and federal laws, rules and regulations. The pre-payment review mechanism should be detailed in a Respondent’s Technical Proposal. The final, implemented pre-payment review mechanism shall be subject to State approval.

12.6 Preliminary Investigation of Suspected Waste, Fraud or Abuse
The Broker shall promptly perform a preliminary investigation of all incidents of suspected and/or confirmed waste, fraud or abuse. If the preliminary investigation determines that further investigation is warranted, the Broker shall report the suspected incident to the FSSA PI Unit or another agency designated by the FSSA PI Unit.

Unless prior written approval is obtained from the FSSA PI Unit, after reporting fraud or suspected fraud and/or suspected abuse and/or confirmed abuse, the Broker shall not: (1) contact the subject of the investigation about any matters related to the investigation; (2) Enter into or attempt to negotiate any settlement or agreement regarding the incident; or (3) Accept any monetary or other thing of valuable consideration offered by the subject of the investigation in connection with the incident.

The Broker shall cooperate with all appropriate State and federal agencies, including the Indiana MFCU and the FSSA PI Unit, in investigating fraud and abuse. The Broker shall have methods for identification, investigation, and referral of suspected fraud cases (42 CFR §§ 455.13, 455.14, 455.21).

12.7 Reporting Suspected or Confirmed Incidences of Waste, Fraud or Abuse
After a preliminary investigation, The Broker shall immediately report all suspected or confirmed instances of waste, fraud and abuse to the State and the FSSA PI Unit. The Broker shall be subject to non-compliance remedies under the Contract for willful failure to report fraud and abuse by Transportation Providers, Medicaid beneficiaries/members, or applicants to the FSSA PI Unit as appropriate.

12.8 Program Integrity Activities Report
A directed by the FSSA PI Unit, the Broker shall submit a detailed Audit Report to OMPP which outlines the Broker’s program integrity-related activities. The Audit Report shall specify current audits and investigation activity of the unit, a summary of the reason for the audit/investigative activity, the disposition of any such completed activity (including detailed overpayment amounts identified or recouped), and projected upcoming activity for the following quarter.

The Program Integrity Activities Report should also specify individual Transportation Provider recoupment, repayment schedules, and actions taken for each audit or investigation. The report must also identify recoupment totals for the reporting period. The FSSA PI Unit shall review and approve, approve with modifications, or reject the Activities t Report and specify the grounds for rejection.
12.9 Cooperation with Further Investigation and/or Prosecution
The Broker shall cooperate fully in any further investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to interview Broker employees and consultants, including but not limited to those with expertise in the administration of the program and/or any matter related to an investigation.

12.10 Program Integrity Overpayment Recovery
The Broker has primary responsibility for the identification of all potential waste, fraud and abuse associated with services and billings generated as a result of the Contract.

In cases involving wasteful or abusive provider billing or service practices (including overpayments) identified by the FSSA PI Unit, FSSA may recover any identified overpayment directly from the Transportation Provider or may require Contractor to recover the identified overpayment and repatriate the funds to the State Medicaid program as directed by the FSSA PI Unit. The FSSA PI Unit may also take disciplinary action against any provider identified by Contractor or the FSSA PI Unit as engaging in inappropriate or abusive billing or service provision practices.

If a fraud referral from Broker generates an investigation and/or corresponding legal action results in a monetary recovery to IHCP, the reporting Contractor will be entitled to share in such recovery following final resolution of the matter (settlement agreement/final court judgment) and following payment of recovered funds to the State of Indiana. The Contractor's share in the recovery as follows:

a) From the recovery, the State (including the IMFCU) shall retain its costs of pursuing the action, including any costs associated with FSSA PI Unit operations associated with the investigation, and its actual documented loss (if any). The State will pay to the Broker the remainder of the recovery, not to exceed the Broker's actual documented loss. Actual documented loss of the parties will be determined by paid false or fraudulent claims, canceled checks or other similar documentation which objectively verifies the dollar amount of loss.

b) If the State determines it is in its best interest to resolve the matter under a settlement agreement, the State has final authority concerning the offer, or acceptance, and terms of a settlement. The State will exercise its best efforts to consult with the Broker about potential settlement. The State may consider the Broker’s preferences or opinions about acceptance, rejection or the terms of a settlement, but they are not binding on the State.

c) If final resolution of a matter does not occur until after the Contract has expired, the preceding terms concerning disposition of any recovery and consultation with the Contractor shall survive expiration of the Contract and remain in effect until final resolution of a matter referred to the IMFCU by the Contractor under this section.
d) If the State makes a recovery from a fraud investigation and/or corresponding legal action where the Contractor has sustained a documented loss but the case did not result from a referral made by the Contractor, the State shall not be obligated to repay any monies recovered to Contractor, but may do so at its discretion. Funds recovered as a result of a multi-state fraud investigation/litigation, however, will be shared with Contractor as prescribed for funds recovered as a result of Contractor’s fraud referral absent extenuating circumstances.

The Broker is prohibited from the repayment of State-, federally-, or Broker-recovered funds to any provider (including Transportation Providers) when the issues, services or claims upon which the repayment is based meets one or more of the following:

e) The funds from the issues, services or claims have been obtained by the State or Federal governments, either by the State directly or as part of a resolution of a State or federal audit, investigation and/or lawsuit, including but not limited to false claims act cases;

f) When the issue, services or claims that are the basis of the repayment have been or are currently being investigated by the FSSA PI Unit, the Federal Medicaid Integrity Contractor (MIC), Broker, Indiana MFCU, or Assistant United State Attorney (AUSA), are the subject of pending Federal or State litigation, or have been/are being audited by the State’s Recovery Audit Contractor (RAC).

This prohibition described above shall be limited to a specific provider(s), for specific dates, and for specific issues, services or claims. The Contractor shall check with the FSSA PI Unit before initiating any repayment of any program integrity related funds to ensure that the repayment is permissible.

12.11 Auditing Program Integrity Operations
The FSSA PI Unit may conduct audits of Broker’s program integrity activities to determine the effectiveness of Broker’s operations. Such audit activities may include conducting interviews of relevant staff, reviewing all documentation and systems used for Program Integrity activities. The FSSA PI Unit may issue a corrective action or performance improvement plan and outline timelines for improvement measures. The failure to adhere to operational improvement measures may result in the State’s imposing liquidated damages up to the amount of overpayments recovered from Broker’s providers by FSSA PI Unit audits for the preceding calendar year, or imposing other non-compliance remedies including liquidated damages.