REQUEST FOR PROPOSALS
0913-343

Project Title:	***Non-Emergency Medical Transportation Brokerage Program***
Estimated Contract Period:	January 1, 2011, through December 31, 2012. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.
Proposal Due Date:	All Proposals whether mailed or hand-delivered must arrive by 3:00 p.m. Pacific Standard time on September 10, 2010.
Submit Proposal To:	**Proposal Delivered by Mail:** Department of Social and Health Services Central Contract Services Attention: *Bonnie Lindstrom* PO BOX 45811 Olympia, WA 98504-5811 **Proposal delivered by Express / Hand Delivery, or Courier:** Department of Social and Health Services Central Contract Services Attention: *Bonnie Lindstrom* Office Building 2 (OB 2) 14th and Jefferson Street Olympia, WA 98504 **Faxed bids WILL NOT be accepted. E-mailed bids WILL NOT be accepted.**
Procurement Website: **WEBS**:	http://www1.dshs.wa.gov/msa/ccs https://fortress.wa.gov/ga/webs/

THIS CONTRACT MAY BE FUNDED IN WHOLE OR IN PART BY FUNDS MADE AVAILABLE THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT.

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SECTION A. SUMMARY OF PROJECT

1. Purpose of Request for Proposal (RFP)

The Medicaid Purchasing Administration (MPA) of the Department of Social and Health Services (DSHS/Department) of Washington State invites proposals from qualified persons and organizations interested in contracting to assure eligible DSHS/MPA clients who lack transportation resources have access to needed services.

This RFP is for all Medicaid transportation service regions within the State of Washington. Since federal funds are tracked by each region, Proposals must be submitted by region. MPA will consider Proposals encompassing multiple regions, provided they are presented in a manner which allows them to be evaluated separately, as well as jointly.

2. Background

Washington State established a brokerage model to cost-effectively provide non-emergency medical transportation (NEMT) services for individuals eligible for medical assistance under the Medicaid State Plan who need access to medical care or services, and have no other means of transportation. In Washington State NEMT services are administered by DSHS' Medicaid Purchasing Administration.

MPA funding for the Transportation program is primarily provided through federal funds (Title XIX of the federal Social Security Act) and matching state funds. DSHS also provides transportation for state-funded only medical assistance programs.

The procurement of non-emergency medical transportation services is authorized under 42 CFR Part 440.170 (a)(4).

Contractors arrange transportation access to covered medical services for eligible Clients by contracting with transportation service providers in accordance with DSHS' contract requirements. Contractors review requests for transportation to covered medical services, and pre-authorize the most cost-effective method which meets the Clients' mobility status and personal capabilities.

The Department's non-emergency medical transportation brokerage program is currently operated statewide under contracts with eight (8) contractors for the state's thirteen (13) service regions. To align with the numbering system of DSHS' other service regions statewide (e.g., public assistance regions), the Department reorganized the transportation service regions. Refer to the Service Region Map, Exhibit H.

Contractors operate a customer service center typically within or adjacent to the contracted service region, thereby enhancing local knowledge and fostering the development of local resources.

3. Project Scope

The Department seeks responses to this RFP from organizations qualified to broker non-emergency medical transportation services in the service regions listed in Exhibit H, Map of Service Regions.

a. Primary Services to Be Provided

The Contractor in each region will develop policies and procedures for authorizing, scheduling, managing, and making payment for all non-emergency transportation services. The actual transportation services under this RFP will be provided through subcontracts between the Contractor and transportation providers. The Contractor in each region will be responsible for payment of transportation services furnished through subcontracts with transportation providers.

b. Other Information

For purposes of this RFP and resulting contracts, “Transportation” includes expenses for transportation and other related travel expenses determined to be necessary to assist Clients in accessing medical services. Travel expenses include the cost of meals and lodging. Such transportation does not include transportation of school-age children from home to school and back. Ambulance Services [i.e., advanced life support (ALS) and basic life support (BLS)] are not included in this RFP. Transportation may be provided by one of the following methods:

Wheelchair vans;

Taxi;

Stretcher vans or cars;

Bus passes;

Tickets;

Secured transportation;

Gas vouchers;

Mileage reimbursement;

Volunteers;

Grouped or shared-ride vehicles

Parking;

Tolls;

Ferries/Water Taxis;

Air transport;

Lodging and meal reimbursement.

Bidders should review the Department's performance standards carefully. They are in Exhibit F, Statement of Work.

4. Minimum Qualifications

A Bidder must meet mandatory eligibility requirements in order to be eligible to submit a Proposal to this RFP. If a Bidder does not meet all eligibility requirements, DSHS may consider their Proposal(s) nonresponsive and may withdraw it from consideration at any time.

a. Requirements for Governmental and Non-governmental Entities

(1) The (Contractor) broker is a non-governmental entity and is not itself a provider of transportation nor does it refer to or subcontract with any entity with which it has a prohibited financial relationship as described at 42 CFR 440.170(a)(4)(ii). No exceptions are allowed as described at 42 CFR 440.170(a)(4)(ii)(B).

OR

(2) The (Contractor) broker is a governmental entity and the individual service is provided by the broker, or is referred to or subcontracted with another government-owned or operated transportation provider generally available in the community, if the conditions as described at 42 CFR 440.170(a)(4)(ii)(B)(4) are met.

(3) The successful Bidder cannot be an organization involved in the assignment of a public transit's complementary paratransit services as required by the Americans with Disabilities Act (ADA) in the service region the Bidder proposes to serve.

(4) The successful Bidder must be able to meet the requirements as described at 42 CFR Part 440.170 and as amended.

b. Customer Services Center

(1) The Bidder must have the ability to develop a Customer Services Center within a contracted service region, or within two (2) hours driving time from Olympia, Washington.

(2) The Contractor that serves Region 4 (King County) is required to have 24-hour customer services center capability, or twenty-four (24) hours per day, seven (7) days per week.

(3) The Customer Services Center must be in place within a minimum of 14 days prior to the delivery of the first transportation services.

c. Required License and Certification

(1) State License

To contract with DSHS, a Bidder must be licensed or authorized to do business in Washington State.

For information on a Washington business license, contact:

Washington State Department of Licensing
Master License Services
405 Black Lake Blvd., Bldg. 2
P.O. Box 9048
Olympia, Washington 98507-9048

Telephone: 360-664-1400
Website: http://www.dol.wa.gov

(2) Local License

The successful bidder must, at the time of the contract execution, be licensed or authorized to do business in the local jurisdiction(s) in which the successful bidder will be conducting business. The successful bidder is responsible to determine those requirements.

(3) ProviderOne Payment System

The successful Bidder must apply for a National Provider Identification (NPI) number and must complete registration with Washington State's Medicaid Management Information System (MMIS) called "Provider One."

5. Auxiliary Aids and Services

DSHS will provide access to this RFP document to individuals with disabilities. Please contact the RFP Coordinator to request auxiliary aids and services for this RFP.

If an individual believes that the department has discriminated on the basis of a disability, please contact the DSHS Investigations Unit (IU) for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at http://www.dshs.wa.gov/pdf/Publications/22-171.pdf.

6. Minority & Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation by MWBE contractors may be either on a direct basis in response to this RFP or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Bids, no minimum level of MWBE participation shall be required, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at http://www.omwbe.wa.gov/index.shtml to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

Nothing in this section is intended to prevent or discourage participation from non MWBE firms, as well as MWBE firms.

7. **Definitions**. The following terms which appear in this RFP have the meaning that is defined below for the purposes of this RFP:

a. Apparently Successful Bidder – A Bidder selected as having submitted a successful Proposal, based on the final determination of DSHS management taking into consideration the Bidder's final Proposal score and which Proposal(s) best meet the needs of DSHS. The Bidder is considered an "Apparently" Successful Bidder until a contract is finalized and executed.

b. Agency – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFP.

c. Bidder - An individual or organization, public or private agency, or other entity submitting a Proposal in response to this RFP.

d. Contract - The entire written agreement between DSHS and the Contractor, including all Exhibits, documents, and materials incorporated by reference.

e. Contractor (Broker) – The individual or entity performing services pursuant to the Contract and includes the Contractor's owners, members, officers, directors, partners, employees and/or agents unless otherwise stated in the Contract.

f. Issue - To mail, post or otherwise release this RFP as a public document to interested parties.

g. Key Personnel – Those individuals employed by the Contractor who occupy the position of manager, supervisor, ombudsperson, contract representative, or contact person for the Contractor.

h. Proposal - All material prepared and assembled by a Bidder, and which the Bidder submits in response to this RFP.

i. Protest - An objection by the Bidder, in writing, protesting the results of this RFP, and which complies with all requirements of this RFP.

j. RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)

k. RFP - Request for Proposals; i.e., this RFP document.

l. RFP Coordinator - The person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within Central Contract Services. The sole

point of contact within DSHS regarding this RFP for potential Bidders and other interested parties.

m. Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.

n. Submit – To deliver to, and have the DSHS RFP Coordinator receive, any of several documents described in this RFP in the manner specified in this RFP. Bidders are responsible to ensure that products are delivered according to the established timeline.

o. WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)

p. WEBS – Washington's Electronic Business Solution. DSHS encourages all bidders to register with WEBS at http://www.ga.wa.gov/Webs/.

q. ACCT – The Agency Council on Coordinated Transportation as established under chapter 47.06B RCW.

r. ADA – The Americans with Disabilities Act of 1990.

s. Administrative Costs – The Contractor's costs of operations not including expenses or payment to Transportation Providers or Subcontractors for direct services. When the Contractor operates a pool of volunteer drivers, the costs associated with the Contractor's volunteer management (e.g., volunteer recruitment, screening, training, etc.) are Administrative Costs; the costs associated with a volunteer's mileage or reimbursement of other expenses are Direct Service Costs. When the Contractor has expenses such as mailing, delivery of bus passes, tickets, and/or gas cards, such costs are Administrative Costs.

t. Administrative Cost Per Trip – The Contractor's administrative costs divided by the number of trips billed by the Contractor.

u. Appointment - A meeting or engagement set for a specific time and place.

v. Board – The Board of Directors of the Contractor.

w. Broker/Brokerage – The Contractor for the term of this Contract. A broker is a neutral third party that arranges transportation access to covered medical services for eligible Clients by contracting with transportation service providers in accordance with the Department's contract requirements. Brokers review requests for transportation to covered medical services, and pre-authorize the most cost-effective method which meets the Clients' mobility status and personal capabilities. Brokers under this Contract are prohibited from directly providing transportation services.

x. CFR – The Code of Federal Regulations.

y. Client(s) – Clients of the Department's Medicaid Purchasing Administration living in the designated service region who seek medically necessary nonemergency transportation services and who are eligible to receive services under this Contract, and include: those certified as medical assistance clients by the Department's Economic Services Administration as Clients. Clients eligible for transportation services include those certified Clients of the Division of Disability Determination Services (DDDS), and other groups when approved in writing by the MPA Transportation Program Manager.

z. Client Information – Information identifiable to any person including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Exchanges of Client information are only allowed for the purpose of doing business outlined in this contract.

aa. Contract Manager – The assigned manager of the Department's MPA Transportation Program Manager, successor or designee, and the manager's designees within the Division of Healthcare Services, Transportation Services Section.

bb. Covered Services – Those services covered in WAC 388-501-0050 through 388-501-0065 and draft WAC 388-546-5500 and included in the client's benefit services package; and/or as determined by DSHS.

cc. Current Risk - The Contractor's determination that a driver or dispatcher may not perform work under this Contract in a safe, reliable or responsible manner, based on the information then available.

dd. Database Script – The screening protocol to be consistently followed by the Broker to verify both the eligibility of the Client to receive Medicaid medical services, and also the protocol to determine if the Client is eligible to receive Medicaid transportation services.

ee. DSHS or the department or the Department – The State of Washington's Department of Social and Health Services and its employees and authorized agents.

ff. Direct Service Costs – The expenses and payments made to Transportation Services Providers for services, including reimbursement to Clients for travel expenses and reimbursement to the Contractor's pool of volunteer drivers.

gg. Eligibility Data – Client information supplied by the Department including Medicaid program coverage. Use and distribution of this information is limited to correctly authorize and provide transportation services under this contract.

hh. Emergency – An emergency medical condition means the sudden onset of a medical condition (including labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence

of immediate medical attention could reasonably be expected to result in:

(1) Placing the patient's health in serious jeopardy;

(2) Serious impairment to bodily functions; or

(3) Serious dysfunctions of any bodily organ or part;

(4) As defined in WAC 388-500-0005.

ii. Emergency Services – Medical services intended to meet an Emergency Need.

jj. Escort – A person authorized by the transportation broker to be transported with a client to a healthcare service. An escort may be authorized depending on the client's age, mental state or capacity, safety requirements, mobility skills, communication skills, or cultural issues.

kk. Extended stay – A period of time spanning seven days or longer for which a Client(s) receives healthcare services outside of their local community and may request assistance with meals and or/lodging.

ll. Family Member – Any person who is related by birth, marriage to the Client and/or DSHS employee or provider of services: a spouse, child (natural or legally adopted), grandmother, grandfather, grandchild, mother, father, sister, brother, cousin, niece, nephew, aunt, uncle, step relations and/or in-laws.

mm. Group Subscription Trips – A group of Clients who travel together, on a regular basis, to a consistent destination.

nn. Guardian - A person who is legally responsible for a client and who may be required to be present when a client is receiving healthcare services.

oo. Healthcare Provider – An institution, agency, or person who has a signed agreement with DSHS to furnish medical care, goods, and/or services to clients; and is eligible to receive payment from DSHS, as defined WAC 388-500-0005.

pp. HIPAA – The Health Insurance Portability and Accountability Act (see Special Terms and Conditions in sample Contract Exhibit B, for relevant HIPAA information and requirements).

qq. Incidents – The occurrences and/or alleged occurrences that affect the health, safety, or rights of a Client, including, but not limited to, accidents, sudden onset of serious illness, physical, emotional or verbal abuse, discrimination, other unlawful or actionable acts.

rr. Insured - A person or entity that is covered or protected by an insurance policy.

(1) Additional insured - A person or entity that is covered by an insurance policy but is not the primary insured.

(2) Named insured - A person or entity designated in an insurance policy as the one covered by the policy.

ss. Involuntary Treatment Act (ITA) – Is generally understood to refer to portions of RCW 71.05. Involuntary treatment may however occur pursuant to the provisions of chapter 10.77 RCW, chapter 71.05 RCW, chapter 71.06 RCW, chapter 71.34 RCW, transfer pursuant to RCW 72.68.031 through 72.68.037, or pursuant to court ordered evaluation and treatment pending a criminal trial or sentencing. Involuntary transportation is not a responsibility of the Contractor under this Contract.

tt. Limited English Proficient (LEP) – A limited ability or an inability to speak, read, or write English well enough to understand and communicate effectively in normal daily activities. The Client decides whether he/she is limited in his/her ability to speak, read, or write English.

uu. Local community- The location in or nearest to the client's city or town of residence.

~~vv.~~ Local healthcare provider - The provider, as defined in WAC 388-500-0005, within the client's local community who fulfills the requirements of the healthcare appointment. The provider may vary by medical specialty, the provider's acceptance of the departments' clients, and whether managed care, primary care case management or third party participation is involved.

ww. Lodging and meals - Temporary housing and meals in support of a client's out-of-area medical stay

xx. Lowest Cost – The least costly rate per type of trip, including dispatch charges, vehicle maintenance, etc.

yy. Medicaid – The federal aid Title XIX program under which medical care is provided to persons eligible for:

(1) Categorically needy persons as defined in WAC 388-503-0310; or

(2) Medically needy persons as defined in WAC 388-503-0320.

zz. Medical Assistance – A term which includes Medicaid, Children's Health Insurance Program, and state-only funded medical programs, administered by the Medicaid Purchasing Administration.

aaa. MPA – The Medicaid Purchasing Administration - The cognizant administration of the Department that administers the Medicaid program.

bbb. Medically Necessary **-** As defined by WAC 388-500-0005 (Medical Definitions) - A term for describing requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent worsening of conditions in the client that endanger life, or cause suffering or pain, or result in an illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the client requesting the service.

ccc. No-Show - The result of a DSHS Client or Contract service provider not keeping an appointment and failing to cancel the appointment.

ddd. Non-ambulance – A vehicle other than an ambulance. An ambulance is specifically designed, equipped, and used to transport the ill and injured, and to provide personnel, facilities, and equipment to treat patients before and during transportation.

eee. Noncompliance or Noncompliant - A client:

(1) Fails to appear at the pick-up point of the trip at the scheduled pick-up time;

(2) Misuses or abuses DSHS-paid medical, transportation, or other services;

(3) Fails to comply with the rules, procedures, and/or policies of the department's transportation brokers, the brokers' subcontracted transportation providers, and healthcare service providers;

(4) Poses a direct threat to the health and/or safety of self or others; or

(5) Engages in violent, seriously disruptive, or illegal conduct.

fff. Non-emergency Medical Transportation Services (NEMT) Brokerage Program – A transportation program established to cost-effectively provide non-emergency medical transportation services for individuals eligible for medical assistance under the Medicaid State Plan who need access to medical care or services, and have no other means of transportation. In Washington State NEMT services are administered by the Department's Medicaid Purchasing Administration.

ggg. Non-responsive – The sole determination of DSHS that a Proposal does not meet the requirements stated in this RFP and its Exhibits as amended by DSHS. DSHS will not consider nonresponsive Proposals for this RFP.

hhh. Non-transit – A trip assigned to a transportation mode other than the public transportation system.

iii. Phase In Period – The period of time prior to the contract start date that the Contractor will begin to provide operations and administration necessary for the Contractor to provide services.

jjj. Phase Out Period – The period of time the Contractor will continue to provide operations and administration necessary for the Contractor and DSHS to end the Contractor's obligations to provide services without interruption of services to Clients.

kkk. Pickup point or Origin - The location authorized by the department's transportation broker for the client's trip to begin.

lll. Per Trip Service Cost – Contractor's direct service costs, divided by the number of trips billed by the Contractor

mmm. Program – Any distinct service unit of the department usually designated as a division or institution that designs, schedules, administers or plans the services.

nnn. Program Manager – The assigned DSHS program manager, successor or designee, of the Transportation Services Program.

ooo. ProviderOne – the Department's provider payment system for healthcare or medical providers. NEMT payments are not scheduled to be paid through ProviderOne as of the contract start date but may be in the future. Eligibility data from this system along with other sources will be used by Contractors to verify eligibility for NEMT services.

ppp. Return Trip – The return of the client to the client's residence, or another authorized drop-off point, from the location where a covered healthcare service has occurred.

qqq. Routine Scheduled Trips – Individual and Group Subscription Trips – Those trips that are advance reservation trips taken at least once a week by the same rider(s) to and from the same origin and destination, at the same time of day.

rrr. RSN – A Regional Support Network contracted by the Department's Division of Behavioral Health and Recovery for the provision of mental health and related services.

sss. Scheduled Ambulance – A non-emergency trip provided by an ambulance, arranged in advance.

ttt. Scheduled Trips -Those trips for which an individual calls forty-eight (48) hours in advance of the trip to request other than Individual or Group Subscription Trips.

uuu. Service Region/Region - That portion or section of the State of Washington as explained in the Statement of Work for this Contract. May include border areas of other states contiguous with the State of Washington, if Clients typically use approved medical services therein.

vvv. Service Mode – The method of transportation the Broker selects to use for the Department's clients.

www. Service Need - A Client's need for a particular mode of transportation determined through assessment of that Client's mental and physical capabilities. The Client's access to appropriate transportation through other sources, than this Contract, must be considered when determining need for services.

xxx. Short Stay - A period of time spanning one to six days for which a Client(s) receives healthcare services outside of their local community and may request assistance with meals and or/lodging.

yyy. Stretcher Car or Van - A vehicle that can legally transport a person who is in a prone or supine position who does not require medical attention en route.

zzz. Stretcher trip - A transportation service that requires a client to be transported in a prone or supine position without medical attention during the trip. This may be by stretcher, board, or gurney, or other appropriate device. Safety requirements must be the basis for transporting a client in the prone or supine position.

aaaa. Subcontract - Any separate agreement or contract between the Contractor and an individual, or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

bbbb. Subcontractor - An individual, company, corporation, firm, or a combination thereof, or other entity with which the Contractor develops subcontracts.

cccc. Subrecipient - A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

dddd. Total Average Cost Per Trip - The total Contract expenditures divided by the number of trips performed by the Contractor. The total average cost per trip represents both Contractor's Administrative and Direct Service Costs on a per trip basis.

eeee. Transportation Provider – An individual or company under contract to a Broker, for the provision of trips.

ffff. Travel Time - The time spent by a Client from that Client's pick-up to their final destination including stops, delays, etc.

gggg. Tribe – A federally recognized sovereign Indian nation located in Washington state and includes its designated subdivisions and agencies, officers, employees, and agents.

hhhh. Trip – Transportation one-way from the pickup point to the drop off point by an authorized transportation provider.

iiii. Unscheduled Trips – Same Day Individual Demand Response Trips – Those trips for which an individual requests a trip with less than forty-eight (48) hours or two (2) business days advance notice and/or outside of regular call intake hours. Unscheduled trips are limited to urgent care needs and first-time callers.

jjjj. Urgent Care – An unplanned appointment for a covered medical service with verification from an attending physician or facility that the client must be seen that day or the following day. Urgent care is differentiated from emergency care by the severity of symptoms and the need for immediate medical attention.

kkkk. Volunteer - An individual not paid by time or salary who provides transportation for Clients, usually with the volunteer's personally owned vehicle. Volunteers may be reimbursed for transportation-related costs, typically mileage charge and occasionally meal reimbursement, parking, tolls and ferry fees. The Broker or a subcontracted volunteer agency recruits and trains volunteers.

llll. Wait Time - The duration of time from when a Client must be ready to be transported, to when the Client actually begins a trip.

mmmm. Will Call – Relates to the status of return trips which occur after a medical event. They are trips for which the time cannot be determined until the appointment has ended. Certain types of appointments tend to require Will Call trips due to inconsistent amount of time needed for successful completion.

SECTION B. PROCUREMENT PROCESS

1. Procurement Contact Information

Upon release of this RFP, all communications concerning this RFP must be directed only to the RFP Coordinator listed below. Any communication directed to DSHS staff or consultants, other than the RFP Coordinator, may result in disqualification.

Contact:	Bonnie Lindstrom, DSHS RFP Coordinator Department of Social & Health Services Central Contract Services
Mailing Address:	P.O. Box 45811 Olympia, WA 98504-5811
Physical Address:	Office Building 2 (OB 2) 14th and Jefferson Street Olympia, WA 98504
Telephone:	360/664.6054
FAX	360/664.6184
E-mail Address:	lindsbx@dshs.wa.gov

2. Acceptance of RFP Terms

The Bidder acknowledges that the submission of a Proposal which includes a signed Bidder Certification and Assurances Form, attached as Exhibit A, constitutes a binding offer.

3. Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the proposal submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the Bidder's sole responsibility to periodically check the DSHS procurement website, and/or WEBS, for amendments to this document.

Figure 1. ***PROCUREMENT SCHEDULE***

Item	Action	Date
1.	DSHS Issues RFP	06.25.2010
2.	Bidder may submit written questions until 3:30 Pacific Time	07.16.2010
3.	DSHS will Issue responses.	08.13.2010
4.	Mandatory Letters of Intent must be received by 3:30 Pacific Time	08.27.2010
5.	Bidder must submit Proposal by 3:00 p.m. Pacific Time	09.10.2010
6.	DSHS evaluation of Proposals	09.20.2010 – 10.01.2010
7.	Bidder Oral Presentations if determined to be necessary by DSHS	TBA
8.	DSHS notifies Apparently Successful Bidder and begins contract negotiations	10.18.2010
9.	DSHS notifies unsuccessful Bidders	10.18.2010
10.	Bidders may request Debriefing until 3:30 Pacific Time	10.21.2010
11.	DSHS holds debriefing conferences, if requested	10.25.2010 & 10.26.2010
12.	Unsuccessful Bidders may submit Protest(s) until 3:30 Pacific Time	11.02.2010
13.	Contract Execution	Anticipated 01.01.2011

4. Contract

DSHS intends to award (1) one contract per service region to provide the services described in this RFP.

The term of the Contract will be two (2) years commencing upon the start date or execution date, whichever is later. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS. The term of the contracts may be extended by amendment three (3) times for up to two (2) years per amendment.

The financial terms for the contract(s) are for only the first two (2) years, due to the potential cost volatility of the transportation business and other unforeseen factors that may impact the funding allocated. Any contractual relationship thereafter will be negotiated at a time and in a manner determined by the Department, relative to the satisfactory completion of performance measures. Financial terms may be modified by amendment.

Additional services that are appropriate to the scope of this RFP, as determined by DSHS, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

5. Ethics

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

6. Insurance

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as an exhibit.

7. Proprietary information/public disclosure

Materials submitted in response to this RFP shall become the property of DSHS. All Proposals, quotes, lists, evaluation documents and other documents that make up this Procurement shall remain confidential until:

a. DSHS makes it available to the public pursuant to RCW 42.56; or,

b. The contract, if any, resulting from this RFP is signed by DSHS and the Apparently Successful Bidder. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17. The Bidder's Proposal must include a statement on the Letter of Submittal identifying any page of its Proposal which contains any information the Bidder considers proprietary. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner of each page which contains any proprietary information.

If DSHS receives a request to view or copy a Bidder's Proposal, DSHS will respond according to applicable law and DSHS policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in a Proposal without giving the owner ten (10) days notice to seek a court injunction against the disclosure. Bidders may not mark their entire Proposal proprietary.

8. Communications

All communications concerning this RFP must be directed only to the RFP Coordinator. Any communication directed to DSHS staff or consultants, other than the RFP Coordinator, may result in disqualification. Proposals should be based on the material contained in this RFP, any related amendment(s), and any questions and answers directed through the RFP Coordinator.

9. Questions and Answers

Bidders may fax, e-mail, or mail written questions to the RFP Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be posted on the DSHS Procurement website. Bidders may only rely on written statements Issued by the RFP Coordinator. Any oral communications are unofficial and are not binding on DSHS.

10. Mandatory Letters of Intent

If a Bidder intends to submit a Proposal in response to this RFP, that Bidder must fax or mail a Letter of Intent to the RFP Coordinator by **3:30 PM, August 27, 2010.**

Bidder's failure to have a Letter of Intent received by the RFP Coordinator by the above-stated date and time will cause all of that Bidder's Proposals to be non-responsive for this RFP. The Department is not responsible for receipt of any misdirected, miss-sent, lost, unreadable, or non-delivered Letter of Intent. A postmark is not acceptable; actual receipt by the RFP Coordinator is required.

The Letter of Intent is not to be considered the same as the Bidder's request for this RFP and Exhibits ("a request for bid package"), or Bidder's Letter of Submittal (to be included in a Proposal). The Letter Of Intent must be submitted as a separate item that clearly states the Bidder's intention to submit one or more Proposals. The letter must include the Region(s) the Bidder is proposing to serve.

11. RFP Amendments

DSHS reserves the right, at any time before execution of a contract, to amend all, or a portion, of this RFP. Amendments will be posted on the DSHS Procurements Web site and/or WEBS. If there is any conflict between amendments or between an amendment and this document, whichever document was issued last in time shall be controlling.

12. Retraction of this RFP

DSHS reserves the right to retract, cancel, or re-issue this RFP in whole, or in part, at any time without penalty.

13. Submission and Contents of Proposals

a. Submission of Proposal

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The Proposal is to be sent to the RFP Coordinator, either by mail or hand delivery, at the address specified in Section B.1, Procurement Contact Information. DSHS will not accept any Proposal submitted by fax. DSHS will not accept any Proposal submitted by email.

Bidders should allow sufficient time to ensure timely receipt by the RFP Coordinator. Bidders assume the risk for the method of delivery and for any delay in the mailing or delivery of the Proposal. DSHS will disqualify any Proposal and withdraw it from consideration if it is received after the proposal submission due date and time.

All Proposals and any accompanying documentation and material becomes the property of DSHS and will not be returned.

b. Format of Proposal

(1) No proposal shall exceed 125 single-sided pages, not including tabs and dividers, but including certifications and attachments. Any proposal in excess of 125 pages will not be evaluated.

c. Contents of Binders

The Bidder must submit one binder marked “Original” and twelve (12) soft copies on CD using a commonly used file format, such as Microsoft Office or Adobe pdf. All copies must be identical in content to the “Original” as the evaluators will only be evaluating the copies. The Bidder must identify on the original and each copy of its Proposal the RFP # 0913-343 and the RFP Title Non-Emergency Medical Transportation Brokerage Program.

For purposes of clarification: Each Bidder should submit one (1) binder, marked “Original”, and twelve (12) copies on CD, for each region being bid upon, plus a binder marked “Original”, and twelve (12) copies on CD for every multi-regional proposal.

Proposals must address the sections of this RFP in the same order as presented here, with the same headings.

(1) Table of Contents

(2) Section 1: Administrative Requirements

(3) Section 2: Technical Proposal

(4) Section 3: Management/Experience and Qualifications Proposal

(5) Section 4: Cost Proposal

14. Non-responsive Proposals

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. DSHS may reject or withdraw a Proposal at any time as nonresponsive for any of the following reasons:

a. Incomplete Proposal

b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document

c. Failure to comply with any part of this RFP or any exhibit to this RFP

d. Submission of incorrect, misleading, or false information

15. Minor Irregularities

DSHS may waive minor administrative irregularities related to any Proposal.

16. Cost to Prepare Proposal

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting, or presenting a Proposal for this RFP.

17. Joint Proposals

Joint proposals will not be evaluated.

18. Exhibits

Exhibits to this RFP are:

- Exhibit A - Bidder Certification and Assurances Form
- Exhibit B - Sample Contract
- Exhibit C - Map for Delivery of Proposals
- Exhibit D – Contractor Intake
- Exhibit E – Proposal Checklist
- Exhibit F – Statement of Work
- Exhibit G – Current WAC 388-546-5000 through -5400, and draft WAC 388-546-5000 through -6200
- Exhibit H – Map of Service Regions
- Exhibit I – Trip Cost History
- Exhibit J – Cost Proposal

Bidders should download a complete copy of this RFP and all attached exhibits, as listed above. The procurement documents can be accessed at http://www1.dshs.wa.gov/msa/ccs/ or WEBS at

https://fortress.wa.gov/ga/webscust. Bidders who experience difficulty downloading the documents should contact the RFP Coordinator.

19. Withdrawal of Proposals

After a Proposal has been submitted, a Bidder may withdraw its Proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request to withdraw the Proposal, signed by an authorized representative of the Bidder, must be submitted to the RFP Coordinator.

After withdrawing a previously submitted Proposal, the Bidder may submit another Proposal, subject to all of the conditions of this RFP, at any time up to the Proposal due date and time.

20. Notify Bidders

DSHS will notify the Apparently Successful Bidder in writing of its selection on or about the date and time specified in the Procurement Schedule, via mail, e-mail and/or fax. DSHS will also notify unsuccessful Bidders on or about the date and time specified in the Procurement Schedule.

21. Bidder Debriefing Conference

All Bidders may request a debriefing conference by submitting a request in writing to the RFP Coordinator by mail or fax by the date specified in the Procurement Schedule.

Debriefing conferences will be held in accordance with the Procurement Schedule. A debriefing conference may, at DSHS's option, be conducted either in person or by telephone and are limited to a maximum of one hour in length.

Discussion at the debriefing conference will be limited to the following:

- Critique of that Bidder's Proposal based on evaluators' comments; and
- Review of final score in comparison with other Bidders' final scores without identifying the other Bidders.

DSHS will not identify the other Bidders or allow review of their Proposals or evaluations during debriefing.

22. Protest

In order to Submit a Protest under this RFP, a Bidder must have submitted a Proposal for this RFP, and must have requested and participated in a debriefing conference.

This protest process is the sole administrative remedy available within DSHS. The following is the process for filing a Protest:

a. Grounds for Protest. A Protest may be made based on these grounds only:

(1) Mathematical errors were made by DSHS in computing the score;

(2) DSHS failed to follow the procedures established in this RFP document, or to follow applicable State or federal laws or regulations; or

(3) Bias, discrimination, or conflict of interest on the part of an evaluator.

b. Protest Form and Content

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the Protest must include:

(1) The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;

(2) The RFP number and title;

(3) A detailed and complete statement of the specific action(s) by DSHS under protest;

(4) The grounds for the Protest;

(5) Description of the relief or corrective action requested.

Bidders may attach to their Protest any documentation they have to offer in support.

c. Submitting a Protest

Protests must be in writing and must be signed by the bidder. Bidders must mail or hand deliver their Protest to the RFP Coordinator. Protests may not be submitted by fax or email. DSHS must receive the written Protest within five (**5)** business days after the debriefing conference**.**

d. Protest Process

The RFP Coordinator will forward the Protest to the DSHS designated Protest Coordinator with copies of the following:

(1) this RFP and any amendments,

(2) the protesting Bidder's Proposal,

(3) the evaluators' scoring sheets, and

(4) any other documents showing evaluation and scoring of the Proposal in question.

DSHS will follow these procedures in reviewing a Protest:

(1) The DSHS designated Protest Coordinator will conduct an objective review of the Protest, based on the contents of the written Protest and the above materials provided by the RFP Coordinator.

(2) The DSHS designated Protest Coordinator will send the Protestor a written decision within five (5) business days after DSHS receives the Protest, unless more time is required to review the Protest and make a determination. The protesting Bidder will be notified by the RFP Coordinator if additional time is necessary.

e. DSHS will make a final determination of the Protest and will either:

(1) Find that the Protest lacks merit and uphold DSHS's actions;

(2) Find that any errors in the RFP process or in DSHS's conduct did not influence the outcome of the RFP, and uphold DSHS's actions; or

(3) Find merit in the Protest and provide options for corrective action by DSHS which may include:

(a) That DSHS correct any errors and re-evaluate all Proposals affected by its determination of the Protest;

(b) That DSHS reissue the RFP document; or

(c) That DSHS make other findings and take such other action as may be appropriate.

23. Execution of the Contract

An Apparently Successful Bidder is expected to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit B.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the winning Proposal.

If the Apparently Successful Bidder fails or refuses to sign the contract or any subsequent amendment within ten (10) business days of delivery, DSHS may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Subcontracts with transportation providers are addressed in the Statement of Work. Any subcontracts that affect the Contractor's major responsibilities for the administrative portion of this RFP shall be subject to the prior written approval of the Department. The Department may require advance review/approval of contract templates with providers for transportation, lodging, and/meals necessary to perform the major activities of this contract.

The Bidder who is awarded this contract may not participate or compete in any future RFP or formal procurement that would create a conflict of interest or otherwise conflict with any portion of 42 CFR 440.170(a)(4), during the period of the Contract.

If at contract award, any specifically named individual(s) identified in the Proposal to work on this engagement are not available, DSHS has the right to approve or reject any change in Contractor personnel.

SECTION C. PROPOSAL CONTENTS

The Bidder must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. The Bidder must address every section of the RFP, even though certain items may not be scored. The Bidder must number each response using the same corresponding number that is used for each of these following items and restate the item. The Administrative Requirements should only be included in the proposal binder marked "Original", not in soft CD copies.

1. Administrative Requirements (Section 1 of Original Binder)

The Bidder must respond to each item in the same order in which they appear.

a. Letter of Submittal

Bidders must include a signed Letter of Submittal on Bidder's official business letterhead stationery as the first page of Section 1. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of this RFP.

The Bidder's Letter of Submittal must include the following:

(1) Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;

(2) The regions for which the Bidder is proposing;

(3) The name of the contact person for this RFP;

(4) A detailed list of all materials and enclosures included in the Proposal;

(5) A list of all RFP amendments downloaded by the Bidder from the DSHS Procurements Web site and/or WEBS, if applicable, and listed in order by amendment number and date. If there are no RFP amendments, the Bidder must include a statement to that effect;

(6) A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm;

(7) A list of staff or participants who contributed to the developments of their proposal. This shall include outside individuals and/or agencies or companies.

(8) Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary or Confidential" Information; and

(9) A statement that the Bidder meets the mandatory eligibility

requirements per section 4 of this RFP, including:

(a) Licensing and certification requirements;

(b) Restrictions on current or former state employees;

(c) Debarment, suspension, exclusion or ineligibility for participation in Federal Assistance Programs.

b. Bidder Certification and Assurances Form

Bidders must submit a completed Bidder Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary.

c. Contractor Intake

Bidders must submit a completed Contractor Intake Form, Exhibit D.

d. Reference Section

The Bidder must provide reference letters from at least three (3) references of entities for which the Bidder has performed similar services. The references should include the names, telephone numbers, dates of services, and a brief description of the similar services the Bidder provided them in the past. References will only be contacted for finalist(s).

e. List of Contracts

(1) One (1) list and short description of all contracts between the Bidder and DSHS currently in effect and/or which were in effect within the last five (5) years. Include all work performed by the Bidder under any contract that the Bidder was a party to with DSHS, within the last five (5) years. Include the DSHS contract number for each and a brief description of each contract.

(2) The Bidder should submit a list of all services similar to those sought by this RFP that the Bidder has provided to other businesses or governmental entities. This includes all contracts and projects that the bidder currently holds or held within the past five years or is working on, including a contact person's name from that business or governmental entity. Services provided should be identified if they were provided timely and within budget, including whether similar services were terminated for default. This list must also include all service providers and a contact name and telephone number for each. Upon request by the Department, the successful Bidder is required to submit Letters of Intent to Contract from each of the service providers it expects to contract with to provide non-emergency medical transportation services.

f. Claims or Legal Actions

One (1) list, describing all claims made or legal actions filed by and against the Bidder within the last five (5) years, within the USA. The Bidder must detail the outcome of all such claims or legal actions. Include the case citation or caption, if any.

2. Technical Proposal (Section 2 of Proposal)

General Requirements: In this section of the Proposal, the Bidder is to provide a description of the Proposal which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points in the Technical Section is 180.

a. Plan of Operation (40 points)

(1) Describe how the Bidder will provide information to clients regarding how to properly access and use transportation resources in the service region proposed, including non-emergency medical transportation services or volunteer transportation services. Information, verbal or written, may include a training program educating clients to use the fixed-route public transit system. (15 points)

(2) Describe the customer services center operations, including staffing, equipment and technology used to meet the requirements outlined in the Statement of Work, including the geographic location of the customer services center (i.e. city, county and state name). (25 points)

b. Customer Services Center (40 points)

(1) Describe how the Bidder will provide access to non-emergency medical transportation services as described in the Statement of Work, attached as Exhibit F. (5 points)

(2) Describe how the Bidder will receive and process all requests for non-emergency medical transportation services for the Department's clients. (5 points)

(3) Describe how the Bidder will provide a minimum of eight (8) hours of toll-free access daily for requesting and scheduling non-emergency medical transportation services, as required by the Statement of Work. (5 points)

(4) Describe how the Bidder will provide twenty-four (24) hour access to

services, including urgent calls, as required by the Statement of Work. (5 points)

(5) Describe how the Bidder will provide sufficient staffing, trunk line, and telephone line capacity to allow eighty percent (80%) of all incoming calls, including TDD calls, to be answered within an average of three (3) minutes and, if a client has chosen the option of an answering machine or electronic voice mail, to allow messages to be reviewed and promptly returned, as required by the Statement of Work. If a client chooses to leave a voice mail, what is the Bidder's response time to ensure calls are promptly returned? (5 points)

(6) Describe the staffing and technology or phone system used to meet these requirements. (5 points)

(7) Describe how the Bidder will provide interpreter services for clients who do not speak English and for clients who speak limited English; and staffing to reflect the demographics of the area served, including bilingual staff when appropriate, as required by the Statement of Work. (5 points)

(8) Describe your emergency preparedness plan in the event your operations fail or a natural disaster occurs, such as an earthquake or adverse weather conditions (flood, wind or snow storms, etc.). (5 points)

c. Eligibility Screening (10 points)

(1) Describe how the Bidder will screen, verify and document client eligibility to receive non-emergency medical transportation services, as described in the Statement of Work. (5 points)

(2) Describe how the Bidder will train customer services center staff on client and transportation eligibility, including frequency of training. (5 points)

d. Transportation Standards: (60 points)

(1) Describe how the Bidder will arrange and provide the lowest cost transportation services available based on each client's mobility status and personal capabilities. (5 points)

(2) Describe how the Bidder will develop resources to ensure an adequate network of qualified transportation providers (i.e. subcontractors) are available to ensure a competitive marketplace, and provide for a range of transportation services and modes. This may include leveraging and coordinating with other funders, including but not limited to: the Agency Council for Coordinated Transportation (ACCT) and ACCT-affiliated local councils; federal, state and local government entities; private for-profit organizations; and non-profit organizations. (5 points)

(3) Describe the driver verification process to ensure that only licensed and qualified transport personnel will be used to transport eligible clients. Describe the documentation that will be made available to the Department upon request. (5 points)

(4) Describe the recruitment strategy to obtain and maintain transportation providers in the proposed service region (s), including innovative efforts to attract and retain providers. (5 points)

(5) Describe the method for maintaining or improving the performance of its providers. (5 points)

(6) Describe efforts to mitigate insurance, vehicle and other service costs. (5 points)

(7) Describe the process you will use to ensure that transportation services are safe and reliable. Describe your vehicle inspection process and the qualifications of the personnel conducting the inspections, including the frequency of the inspections. Describe the documentation that will be made available to the Department upon request. (5 points)

(8) Describe how the Bidder will ensure that the average waiting time for a client's scheduled pickup going to an appointment does not exceed fifteen (15) minutes, and that actual waiting time for any pickup does not exceed thirty (30) minutes. Describe the documentation that will be made available to the Department upon request. (5 points)

(9) Describe how the Bidder will ensure that the average waiting time for a client's scheduled return trip does not exceed thirty (30) minutes. Describe the documentation that will be made available to the Department upon request. (5 points)

(10) In the event a delay occurs in the course of a provider picking up scheduled riders, describe how the Bidder will ensure that the dispatcher or provider contacts the client to inform them of the delay, the alternative schedule, and any alternate pick-up arrangements. Describe the documentation that will be made available to the Department upon request. (5 points)

(11) Describe how the Bidder will verify and document to ensure pre-trip and post-trip that a client was transported to a covered service(s). Describe the documentation that will be made available to the Department upon request. (5 points)

(12) Describe how the Bidder will monitor subcontracted transportation providers to ensure performance and contract compliance, including frequency of monitoring. Describe the documentation that will be made available to the Department upon request. (5 points)

e. Quality Assurance and Complaint Resolution (30 points)

(1) Describe how the Bidder will obtain feedback on customer satisfaction from clients and healthcare service providers. The customer satisfaction information to be obtained shall include, but not be limited to, vehicle safety, customer service, and timeliness. Describe the documentation that will be made available to the Department upon request. (10 points)

(2) Describe how the Bidder will implement and utilize quality control measures to improve services. (5 points)

(3) Describe the Bidder's methodology for reviewing and resolving individual complaints, and identifying the timelines for each step of the process. (5 points)

(4) Describe how the Bidder plans to track all complaints received and resolved. Describe the documentation that will be made available to the Department upon request. (5 points)

(5) Describe how management will review the trend of complaints to improve services for clients. Describe the documentation that will be made available to the Department upon request. (5 points)

3. **Management, Experience and Qualifications Proposal** (Section 3 of Proposal)

General Requirements: In this section of the proposal, the Bidder is to discuss project organization and the knowledge, skills, abilities, and experience of the proposed team members. The contract resulting from this procurement will require that any change in key staff (as identified in Bidder's response to this procurement) will be subject to prior DSHS acceptance. The contract will also provide that DSHS may request that Bidder remove selected staff on one (1) days' notice and provide replacement staff without impacting the schedule.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points in the Management, Experience and Qualifications Section is 120.

a. Key Personnel & Resume (15 points)

   Based upon your experience with social services and/or special needs transportation services, provide a detailed listing of the Key Personnel or team you propose for this engagement, including the titles of staff, team roles (if applicable), and a current resume of each person proposed.

b. Experience (40 points)

   Describe your experience with administering and providing transportation and/or social services, through either an NEMT or similar program, whether in the public or private sector, to the following special needs populations:

   (1) Youth/Aged

   (2) Disabled

   (3) Low-income clients

c. Proposed Management Plan (40 points)

   (1) Describe a management plan for the NEMT program that includes, at a minimum, a description of the duties, authority and responsibilities, experience and qualifications of each of the key personnel including the number and type of personnel to be supervised by broker manager(s). The Bidder should include in the management plan procedures to secure

and retain professional staff to meet the requirements in the Statement of Work. (20 points)

(2) Provide a current functional organizational chart of the Bidder's entire organization, complete with job titles:

(a) Provide the names of Bidder personnel proposed for this program and the hours and percentages of time dedicated to the NEMT program.

(b) Justify staffing resources to successfully meet its RFP response requirements in light of any other similar obligations for any other entity

(c) Describe how the proposed organizational structure will result in efficient management and operation of the NEMT program

(d) Describe how the proposed NEMT staffing fits within the Bidder's entire organization.

(20 points)

d. Similar Experience (5 points)

Describe similar or comparable experience in administering or delivering social services to clients.

e. Familiarity with Service Region (10 points)

Describe how the Bidder proposes to provide NEMT services in the service region you propose to serve, with consideration to: distance, accessibility, travel time, mode of transportation ordinarily used by clients residing in the service region, and areas with few resources.

f. Diversity Background (10 points)

Describe the Bidder's experience working with diverse populations particularly the cultural, ethnic, race and language needs of eligible Medicaid clients in the proposed service region. This includes experience providing NEMT to Indian Nations.

4. Cost Proposal (Section 4 of Proposal)

General Requirements: In this section of the proposal, the Bidder is to identify all costs including expenses to be charged for performing the tasks necessary to accomplish the objectives of the contract for each phase.

The cost proposal must be based on the deliverables and scope of work. It must reflect all costs associated with meeting the requirements and services listed in the RFP and being offered by the Bidder as part of the Bidder's response. Evaluation of the cost proposal will be based upon the total fee for the project in accordance with the scoring section.

Prices quoted shall remain fixed for the duration of the contract executed as a result of this RFP. Bidders are required to collect and pay Washington State sales tax, if applicable.

DSHS does not expect as a result of this RFP to pay higher rates for NEMT services.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points in the Cost Section is 110.

a. Cost Proposal (80 points)

Using the Cost Proposal form attached as **Exhibit J**, provide an itemized list stating all costs associated with the provision of transportation services, including how you plan to provide the number of trips projected by the Department for the service region for which you are submitting a proposal. For those bidders who propose to operate a pool of volunteer drivers, provide a subtotal of administrative costs directly related to volunteer management (volunteer recruitment, screening, orientation and training, supervision and monitoring, etc.).

Important: The Cost Proposal must be stated in two components, the Bidder's Administrative cost and the Bidder's Service cost for the first two years of the contract. See Exhibit J, the Cost Proposal, for instructions and guidance in preparing the Cost Proposal itself. (attachment to Cost Proposal)

Administrative costs are not Service Costs. Administrative costs include all costs related to the customer services center, as well as to mailing or delivering bus passes/tokens, gas cards, etc.

Service costs include costs for transporting clients and their attendants.

Total Costs: Administrative Costs plus Service Costs for the first two years of the Contract.

(2) Cost Reduction Measures by Bidder (30 points)

Describe what measures the Bidder will take to track and reduce costs.

SECTION D. EVALUATION

1. Evaluation Procedure

DSHS shall designate an evaluation team to review, evaluate and score Bidder Proposals. DSHS, at its sole discretion, will select finalists for an oral presentation, if oral presentations are held. Evaluators will evaluate and score the oral presentations of Bidders selected as finalists.

2. Proposal Evaluation

DSHS will initially screen each Proposal to determine if the Bidder has complied with the stated Administrative Requirements and Submittal Instructions. If a Proposal does not meet all Administrative Requirements for this RFP DSHS may consider the Proposal non-responsive and may withdraw it from consideration at any time. If a Proposal meets all Administrative Requirements, evaluators will score and award points up to the maximum points available for each question.

3. Scoring of Proposals

The maximum number of evaluation points available is 400. The Administrative Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the Proposal for evaluation purposes.

WRITTEN PROPOSAL

Technical Proposal	180	Points
Experience and Qualifications	120	Points
Cost Proposal	110	Points
Sub – Total (for Written Proposal)	**410**	**Points**
Oral Presentations at the option of DSHS	100	Points
TOTAL	**510**	**Points**

4. Evaluation of Oral Presentations

DSHS may, after evaluating the written Proposals, elect to schedule oral presentations. The RFP Coordinator will notify finalists of the date, time, and location of the oral presentations.

DSHS will select evaluators for the oral presentations based on their qualifications, experience, and background relevant to this RFP. These evaluators may include evaluators who reviewed the written Proposals or DSHS staff who will work with the successful Bidder(s). Evaluators will score the oral presentations in accordance with RFP requirements and evaluation criteria.

5. Final Determination of Apparently Successful Bidder(s)

The Department program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s).

In this final review, the Department may consider past or current performance of any of the Department contracts by a finalist(s), and any experience of the program or the Department in working with a finalist(s) under past or current contract with the Department.

The Department management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and notified as the Apparently Successful Bidder(s).

In doing so, the Department management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and the Department management shall determine which Proposals reviewed during this final selection process will best meet the needs of the Department and, specifically, the needs of the Medical Purchasing Administration.

Any Bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, the reasons why the Department selected a Bidder with a lower final score.

Exhibit A

Bidder Certification and Assurances
RFP #0913-343
Non-Emergency Medical Transportation Brokerage Program

Under the penalties of perjury of the State of Washington, we make the following certifications and assurances as a required element of our Proposal for RFPQ #0913-343. We affirm the truthfulness of these facts and acknowledge our current and continued compliance with these certifications and assurances as part of our Proposal and any resulting contract award with DSHS.

1. We declare that all answers and statements made in the Proposal are true and correct.

2. We certify that the prices and/or cost data contained in our proposal: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and (b) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that we have joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.

3. Our Proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.

4. We have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who assisted in other than his or her official, public capacity.

   If there are any exceptions to these assurances or we have been assisted, we will identify on a separate page attached to this document each individual by: (a) name, (b) current address and telephone number, (c) current or former position with DSHS, (d) dates of employment with DSHS, and (e) detailed description of the assistance provided by that individual.

5. We acknowledge that DSHS will not reimburse us for any costs incurred in the preparation of our Proposal. All Proposals become the property of DSHS and we claim no proprietary right to the ideas, writings, items or samples.

6. We acknowledge that any resulting contract awards will incorporate Special Terms and Conditions, Statement of Work, and General Terms and Conditions substantially similar to the sample contract attached to the procurement document.

7. We will comply with these or substantially similar Special Terms and Conditions, Statement of Work, and General Terms and Conditions if awarded a contract, and will negotiate in good faith any changes or modifications.

8. We acknowledge that if awarded a contract with DSHS, we are required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in contract termination. We agree to submit additional information about our nondiscrimination policies, at any time, if requested by DSHS

9. I authorize DSHS to conduct a reference check with my present and/or previous employer(s) and with any entity with which I have contracted. This also serves to authorize my present and/or previous employer(s), or entities with which I have contracted, to provide reference information to DSHS. By providing such authorization, I release DSHS, its employees and agents, and my present and/or previous employer(s), or entities with which I have contracted, from any and all claims or potential claims I may have regarding any and all information released to or by DSHS.

10. We certify that we have a current Washington Business License, and agree to promptly provide a copy of the license if we are awarded a contract.

11. We made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.

12. We acknowledge and authorize DSHS to conduct a financial assessment and/or background check of our organization if DSHS considers such action necessary or advisable.

13. We acknowledge our obligation to notify DSHS of any changes in the certifications and assurances above.

_____

Signature

_____

Title

_____

Organization Name

_____

Date

Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES	**CLIENT SERVICE CONTRACT** **Non-Emergency Medical Transportation** **Brokerage**	DSHS Contract Number: Resulting From Solicitation Number:
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number: Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS ,		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS ,		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBER(S)		
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	

EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:

☐ **Exhibits (specify):**

☐ **No Exhibits.**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

SAMPLE

DSHS General Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.

b. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.

e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.

i. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

j. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.

k. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

l. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.

SAMPLE

m. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://apps.leg.wa.gov/rcw/.

n. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

o. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

p. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

q. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

r. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

s. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

t. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations

a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

SAMPLE

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

6. Confidentiality

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically Securing any computers, documents, or other media containing the Confidential Information.

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

i. Encrypting email and/or email attachments which contain the Confidential Information.

ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

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

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

SAMPLE

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, data shall be returned to DSHS or Contractor shall certify in writing that the they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

SAMPLE

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Chief Administrative Officer or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Client Service Contracts:

17. **Advance Payment**. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

18. **Construction**. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

19. **Contractor Certification Regarding Ethics**. The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

20. **Health and Safety**. Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

SAMPLE

21. Indemnification and Hold Harmless

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

b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

22. Industrial Insurance Coverage. The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

23. Notice of Overpayment. If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;

b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

c. Include a statement as to why the Contractor thinks the notice is incorrect; and

d. Include a copy of the overpayment notice.

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

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

SAMPLE

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

25. Subrecipients

a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;

(6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and

(7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/statutes.htm for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends $500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

SAMPLE

(2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

26. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

27. Termination for Default. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with DSHS;

b. Failed to protect the health or safety of any DSHS client pursuant to Section 3, Health and Safety, of this Contract;

c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.

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

28. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.

b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.

c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.

SAMPLE

f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

29. **Treatment of Client Property**. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

SAMPLE

Special Terms and Conditions

1. **Definitions Specific to Special Terms**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

a.

2. **Purpose**. The purpose of this Contract is to

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

4. **Consideration**. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $_____, including any and all expenses, and shall be based on the following:

5. **Billing and Payment**

a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to _____ by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.

b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by _____ of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. **Force Majeure**

a. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure.

b. If the Contractor is prevented from performing any of its obligations under this Contract in whole or in part as a result of a force majeure, the Contractor shall:

(1) Provide within twelve (12) hours of such event, telephonic, facsimile, or electronic mail notification to the MPA Transportation Service Program Manager.

(2) Provide written notification within forty-eight (48) hours to the MPA Transportation Service Program Manager:

(a) Documenting the force majeure to the satisfaction the MPA Transportation Service Program Manager, and

(b) Providing an estimated date for resumption of full performance.

(3) Commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance.

SAMPLE

c. DSHS reserves the right to terminate this Contract for reasons other than default during the period of events set forth above, or for default, if such default occurred prior to such event, and Contractor shall have no recourse against DSHS.

7. HIPAA Compliance

a. Definitions

(1) "Business Associate" means the "Contractor", as used in this Contract and as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of client protected health information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.

(2) "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.

(3) "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.

(4) "Electronic Protected Health Information (EPHI)" means protected health information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 162.103.

(5) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.

(6) "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(7) "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

(8) "Protected Health Information (PHI)" means information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

(9) "Use" includes the sharing, employment, application, utilization, examination, analysis, canonization or commingling of PHI with other information.

b. Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA and its attendant regulations as promulgated by the U.S. Department of Health and Human Services, the Center for Medicare and Medicaid Services, the Office of the Inspector General, and the Office of Civil Rights.

SAMPLE

c. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of DSHS client PHI:

(1) Duty to Protect DSHS Client PHI. Business Associate shall protect PHI from, and shall establish appropriate safeguards to prevent, the unauthorized disclosure of PHI in accordance with the terms and conditions of this Contract and state and federal law, including any regulations governing the security of PHI and the transmission, storage or maintenance of electronic data that contains PHI, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

(2) Return of DSHS Client PHI. Business Associate shall, within ten (10) working days of termination or expiration of this Contract, in accordance with Contract Termination and Expiration Procedures, and at the discretion of Covered Entity, either return or destroy all PHI, including PHI in possession of third parties under contract to Business Associate. If return or destruction is infeasible, Business Associate shall protect such PHI and limit its further use and disclosure to those purposes that make return or destruction infeasible for as long as the PHI is within the Business Associate's possession and control, even after the termination or expiration of this Contract.

(3) Minimum Necessary Standard. Business Associate shall apply the HIPAA minimum necessary standard to any use or disclosure of DSHS client PHI necessary to achieve the purposes of this Contract. See, 45 CFR 164.514 (d)(2) through (d)(5).

(4) Disclosure as Part of the Provision of Services. Business Associate shall only use or disclose DSHS client PHI as required to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA.

(5) Impermissible Use or Disclosure of DSHS client PHI. Business Associate shall report to DSHS in writing all uses or disclosures of PHI not provided for by this Contract within one (1) working day of becoming aware of the unauthorized use or disclosure of the PHI. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.

(6) Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract. If termination is not feasible, DSHS will report the problem to the Secretary of the federal Department of Health and Human Services (Secretary).

(7) DSHS Notice of Requests for Disclosure. DSHS will notify Business Associate when DSHS client PHI is requested from DSHS that has been previously provided to Business Associate by DSHS. The parties will jointly determine whether Business Associate has received a duplicate request or if Business Associate has the original or sole copy of the PHI.

(8) Consent to Audit. Business Associate shall give reasonable access to DSHS client PHI, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary and/or to DSHS for use in determining DSHS' compliance with HIPAA privacy requirements.

SAMPLE

d. Individual Rights

(1) Accounting of Disclosures

(a) Business Associate shall document all disclosures of DSHS client PHI and information related to such disclosures.

(b) Within ten (10) working days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of DSHS client PHI. See, 45 C.F.R. 164.504 and 164.528.

(c) At the request of DSHS, Business Associate shall respond, in a timely manner and in accordance with HIPAA, to requests by Individuals for an accounting of disclosures of PHI.

(d) If any Individual asks Business Associate for an accounting of disclosures of DSHS client PHI, or for access to or amendment of PHI in a Designated Record Set, Business Associate shall within ten (10) working days forward the request to DSHS for response.

(e) Business Associate's record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested except for disclosures that occurred prior to the HIPAA compliance date for the Covered Entity.

(2) Amendment. If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526 (c)(3).

e. Third Party Agreements. Business Associate shall enter into a written contract, that contains the same terms, restrictions, and conditions as the HIPAA Compliance provision in this Contract, with any agent, subcontractor, independent contractor, or other third party that has access to the DSHS client PHI accessible to Business Associate under the terms of this Contract.

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

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will

SAMPLE

cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

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

or

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

b. Business Automobile Liability Insurance

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

For subcontracted transportation providers, where their rates and operations are publicly regulated, the Contractor must require the same types of insurance that are required of the Contractor under in this Contract. However, the coverage limits may vary. For taxicabs, all required forms of liability insurance under this Contract shall be in the minimum amount of $100,000 per person and $300,000 per incident combined single limit.

Only the vehicles used by the Contractor or any subcontractor to provide medically necessary transportation for DSHS clients under this Contract are required to be covered under these Business Auto Policy Liability Insurance policies. If other vehicles in a subcontractor's fleet are not covered by this level of minimum coverage, then the Contractor must ensure that these other vehicles are not being used to provide transportation services to DSHS clients under this Contract.

c. Professional Liability Insurance (PL)

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

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not

SAMPLE

be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

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

f. Subcontractors

Subcontractors who are insured through the Washington Counties Risk Pool, or other municipal risk pools, do not have to name DSHS as "additional insured" This exception is supported by the exclusion list in DSHS Policy 13.13.

g. Separation of Insureds

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

h. Insurers

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

i. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Office of Risk Management, PO Box 45882, Olympia, WA, 98504-5882 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

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

j. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the

SAMPLE

State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

9. Disputes

SAMPLE

Driving Directions

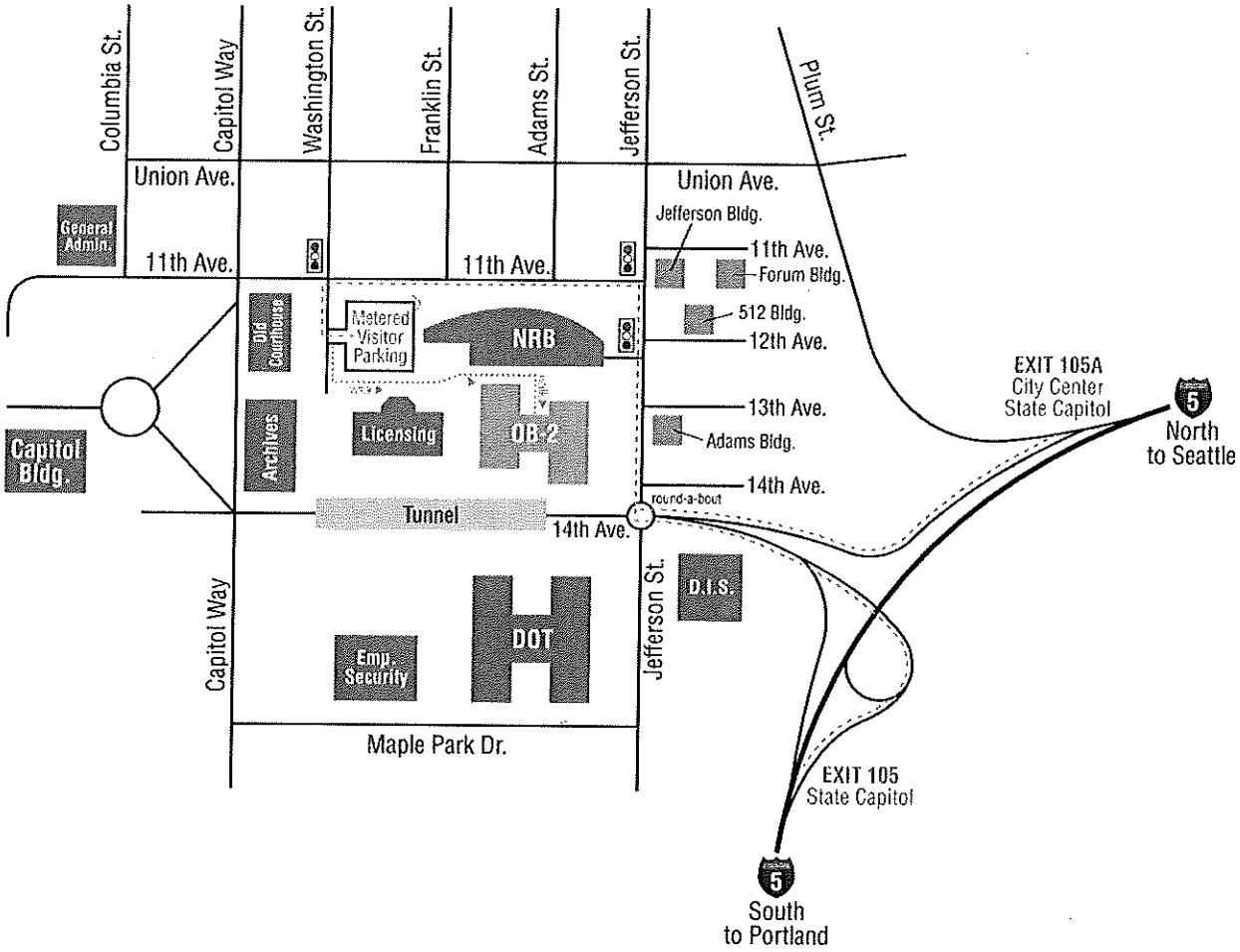
to the Washington State Department of Social and Health Services Headquarters

Office Building Two (OB-2) • 14th and Jefferson Street • Olympia, Washington 98504

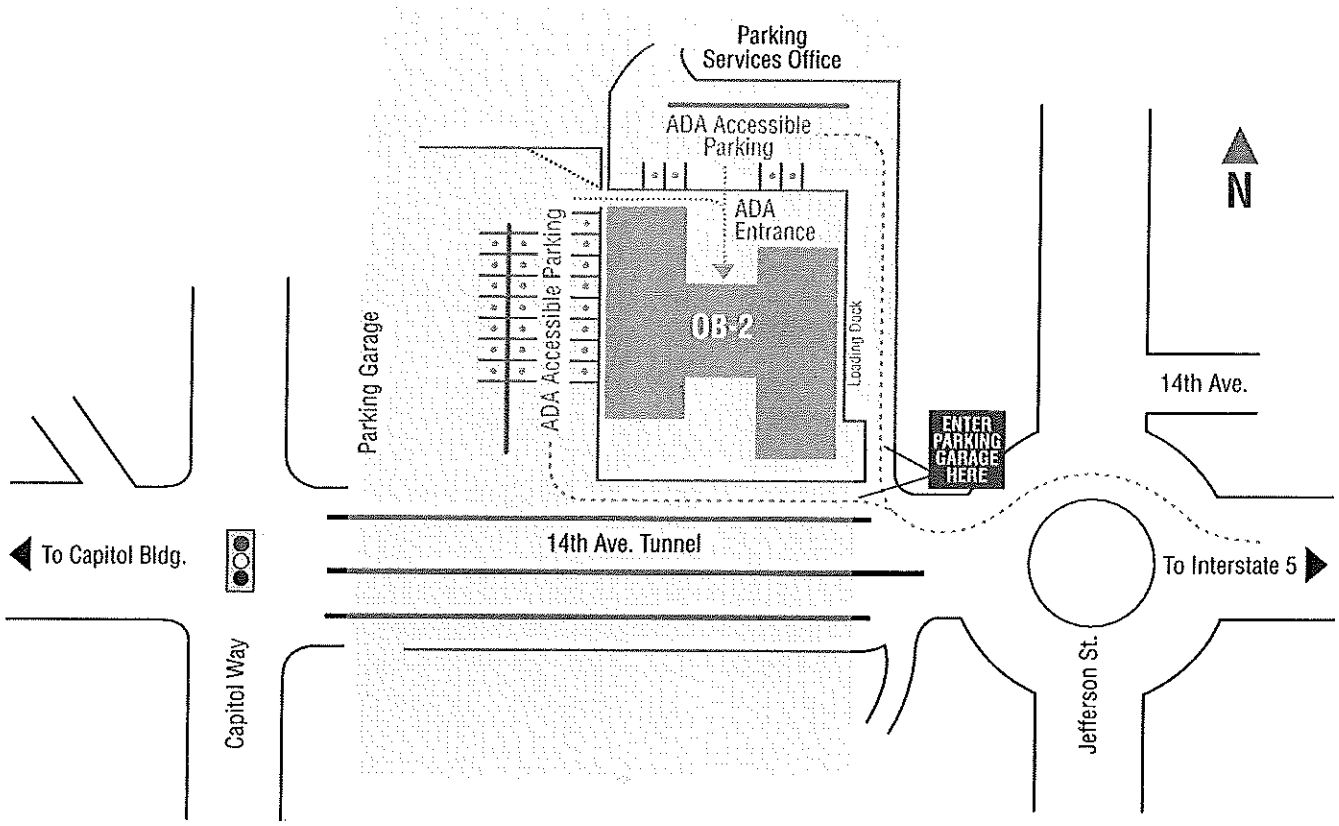
From the North:
Take I-5 Exit 105A. Follow "State Capitol" lane, which parallels the freeway for 1/4 mile.
Turn right at the round-a-bout (Jefferson St.).
Turn left on 11th Ave., then left on Washington St.
Park in the visitor parking lot, on the left side of the street.
Follow the signs to OB-2.

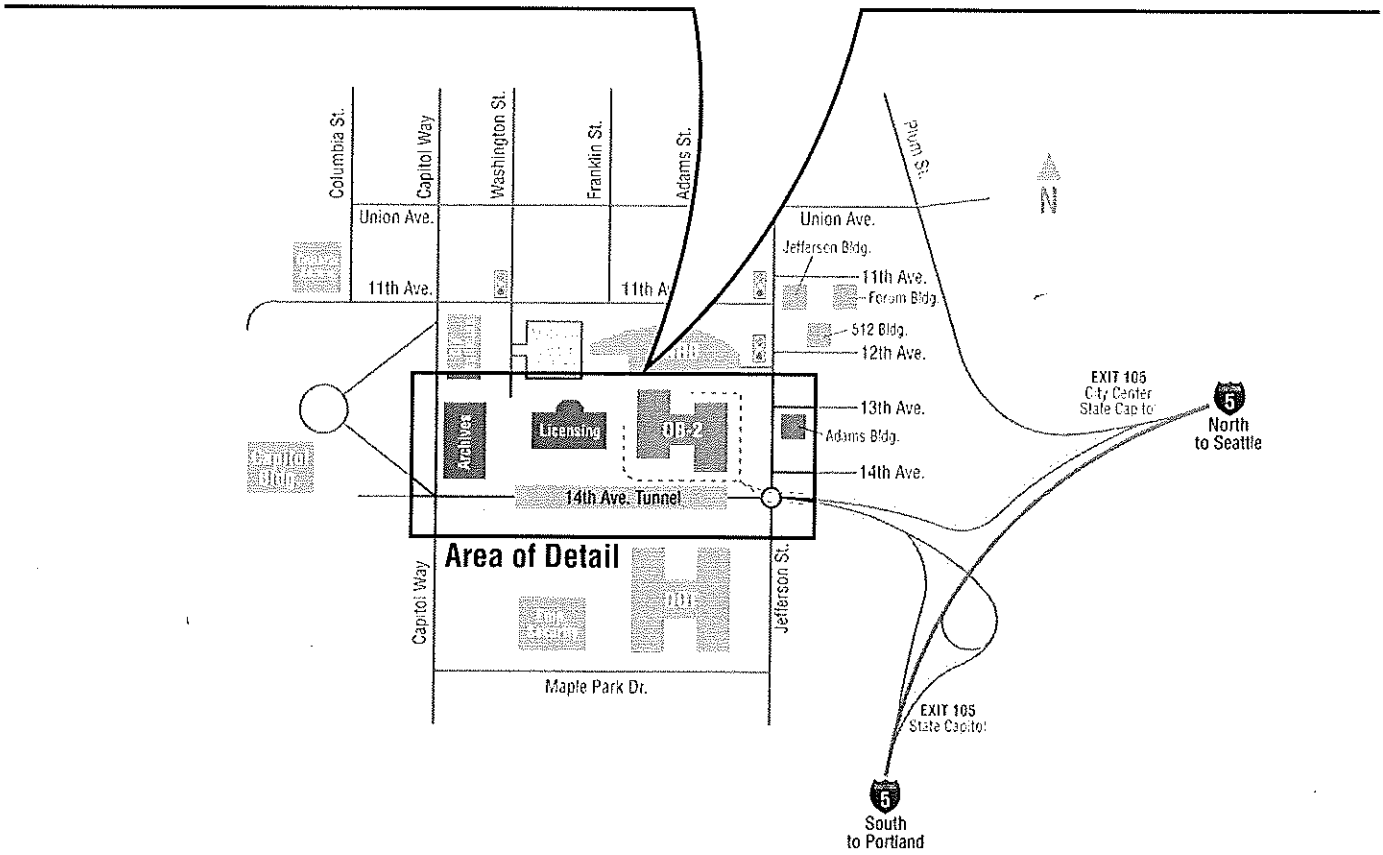
From the South:
Take I-5 Exit 105. Keep to the left, following "State Capitol" lane.
Turn right at the round-a-bout (Jefferson St.).
Turn left on 11th Ave., then left on Washington St.
Park in the visitor parking lot, on the left side of the street.
Follow the signs to OB-2.

*** Information about parking in the NRB Metered Visitor Lot:**
Parking costs $1.50 per hour on weekdays 8 a.m. to 5 p.m., but is free on evenings and weekends.
Parking fees can be paid by credit and debit cards, $1 bills or by coin.



ADA Accessible Parking Locations





Washington State Department of Social & Health Services

Contractor Intake Instructions

The Washington State Office of Financial Management (OFM) maintains a statewide Vendor Registration System for all Washington State Agencies to use for processing vendor payments. This allows contractors/vendors, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment**. Information and Vendor registration form and Direct Deposit Authorization can be accessed at http://www.ofm.wa.gov/isd/vendors.asp.** Once completed, forms can be faxed to 360-664-3363.

Vendors who choose not to participate in receiving payments through direct deposit, must indicate the preferred method of payment in the Vendor Registration form.

All New DSHS Contractors must:

- Complete, sign and submit a Statewide Vendor Registration form and a Request of Taxpayer Identification Number and Certification (W-9) to the Office of Financial Management (OFM) before any payment for services can be made.
- Complete, sign and submit the **Intake Form** to the Department of Social and Health Services (DSHS).

All Existing DSHS Contractors who have changed their business name or business organization, or experienced other significant changes, **must**:

- Complete, sign, and submit a Statewide Vendor Registration form and a Request of Taxpayer Identification Number and Certification (W-9) to OFM.
- Complete, sign and submit a new **Contractor Intake** form to the Department of Social and Health Services (DSHS).

Section One: Contractor Name/Business Organization

1. **Contractor name.**
   - For an Individual or Sole Proprietor, enter your name as shown on your Social Security card on the "Name" line. Sole Proprietors provide Last Name, First Name, Middle Name, and Suffix.
   - Other entities. Enter your business name as shown on the legal document creating the entity.
2. **Business Organization.** Please mark only one.
   - If you are a nonresident alien foreign person or a business entity established in another state or country, the IRS may require you to complete Form W-8.
   - If you are a Non-profit Corporation or a Faith-Based Non-Profit Corporation **attach a copy of your 501(c)(3) status**.
3. **Taxpayer Identification Number (TIN).**
   - Individual or Sole Proprietor - If you are a sole proprietor you may enter either your Social Security Number (SSN), or if you have one, your federal Employee Identification Number (EIN).
   - Other Business Entities - Enter the entity's Employee Identification Number (EIN). If the entity does not have an EIN, enter the SSN of the owner of the business.
   - Resident alien. - If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the SSN box.
4. **Default Reported, Fiscal Year, UBI Number, and Business License**
   - List any contracts that you have had with the state that have been terminated for default.
   - Provide your fiscal year end date.
   - Provide your Washington State Uniform Business Identifier (UBI) Number.
   - **Attach a copy of your State Master Business License**. You may be exempt from registering with the State of Washington under certain circumstances. For more information review: **http://www.dol.wa.gov/business/faqlicense.html**

Section Two: Contractor Primary Address Enter the primary address information of your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific address in addition to your primary one, please do so in Section Five.

Section Three: Contractor Ownership Check those that, in your opinion, apply to your organization. If you have a certification number, please provide that also.

Section Four: Contractor Contact Person(s) Enter the primary contact information, and job title, for your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific contact person other than your primary one, please do so in Section Five.

Section Five: Additional Information

1. **Contractor Additional Addresses.** If applicable, provide additional addresses used for DSHS Contracts.
2. **Contractor Additional Staff.** If applicable, provide additional staff information for DSHS Contracts. Additional staff may include those who have authority to sign a DSHS contract on behalf of the business, and are referred to as a signatory.

Section Six: Contractor Certification You must sign, date, and return this form before DSHS will issue a contract.

Washington State Department of Social & Health Services

Contractor Intake

Section One: Contractor Name/Business Organization **(DSHS staff enter on ACD Intake Detail screen)**

1. CONTRACTOR NAME

DBA OR FACILITY NAME

2. BUSINESS ORGANIZATION

- ☐ Individual or Sole Proprietor
- ☐ Non-Profit Corporation (**Attach a copy** of 501(c)(3) status)
- ☐ For Profit Corporation
- ☐ Faith Based (FBO) Non-Profit Corporation
- ☐ Faith Based (FBO) Unincorporated
- ☐ Governmental Entity
- ☐ Partnership
- ☐ Limited Liability Company, filing as a Sole Proprietor
- ☐ Limited Liability Company, filing as a Corporation
- ☐ Limited Liability Company, filing as a Partnership
- ☐ Foreign Person or Entity

If your business is **NOT** a sole proprietorship,
attach a list of the partners, members, directors, officers, and board members.

3. TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box.

- For individuals, this may be your Social Security Number (SSN).
- For other entities, it is your Employer Identification Number.

Social Security Number	_____ (Enter all 9 numbers, NO DASHES)
OR	
Employer Identification Number	_____ (Enter all 9 numbers, NO DASHES)

4. DEFAULT REPORTED, FISCAL YEAR, UBI NUMBER, AND BUSINESS LICENSE

Have you had any contract with the state terminated for default? ☐ Yes ☐ No
If yes, **attach a list** of terminated contracts with an explanation why each contract was terminated.

Is your fiscal year end the same as the calendar year (January 1 through December 31)? ☐ Yes ☐ No
If the answer is no, what is your fiscal year end date? _____

What is your Washington State Uniform Business Identifier (UBI) Number? _____ (Enter all 9 numbers, NO DASHES)

Attach a copy of your current Washington State **Master Business License**.

If you do not have a Washington State Master Business License, explain below why you are exempt from registering your business with the State of Washington. (See page 1 for information on exemptions.)

Section Two: Contractor Primary Address **(DSHS staff enter on ACD Intake Detail screen)**

CONTRACTOR PRIMARY ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)

CITY, STATE, AND ZIP CODE

EMAIL ADDRESS	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
PHONE NUMBER (INCLUDE AREA CODE) **( )**	FAX NUMBER (INCLUDE AREA CODE) **( )**

Section Three: Contractor Ownership Type (DSHS staff enter, as applicable, on ACD Intake Detail screen)

In your opinion, do you consider your business to be one or more of the following? If so, please check the boxes that apply.

	YES	NO.
Disadvantaged Business Enterprise	☐	☐
Woman Owned Business Enterprise	☐	☐
Minority Owned Business Enterprise	☐	☐
Veteran Owned Business Enterprise	☐	☐
Community Based Organization	☐	☐

If your business is Certified by Washington State's Office of Minority and Women Owned Business Enterprises (OMWBE) http://www.omwbe.wa.gov, or Department of Veterans Affairs (DVA), enter the certification number.

_____

_____

_____

_____

Section Four: Contractor Primary Contact Person (DSHS staff enter on ACD Intake Detail screen)

Primary contact person is a(n):

☐ Owner ☐ Officer or Board Member ☐ Partner ☐ Staff Member ☐ Elected Official

☐ Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the primary contact person authorized to sign contracts? ☐ Yes ☐ No

PRIMARY CONTACT NAME AND JOB TITLE	PHONE NUMBER (INCLUDE AREA CODE) ( )
FAX NUMBER (INCLUDE AREA CODE) ( )	PRIMARY CONTACT EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) ( )	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ( )

Section Five: Additional Information (DSHS staff enter on Intake Detail – Sub Information Summary screens)

1. ADDITIONAL CONTRACTOR ADDRESSES: IF YOU HAVE MORE THAN TWO ADDITIONAL ADDRESSES, YOU MAY **ATTACH** A LISTING OF ADDITIONAL ADDRESSES.

ADDRESS DESCRIPTION ☐ Billing address ☐ Facility address ☐ Mailing address	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER) CITY, STATE, AND ZIP CODE
PHONE NUMBER (INCLUDE AREA CODE) ( )	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
FAX NUMBER (INCLUDE AREA CODE) ( )	EMAIL ADDRESS

ADDRESS DESCRIPTION ☐ Billing address ☐ Facility address ☐ Mailing address	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER) CITY, STATE, AND ZIP CODE
PHONE NUMBER (INCLUDE AREA CODE) ( )	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
FAX NUMBER (INCLUDE AREA CODE) ( )	EMAIL ADDRESS

2. ADDITIONAL STAFF: IF YOU HAVE MORE THAN TWO ADDITIONAL STAFF (LISTED BELOW), WHO ARE ALSO RELEVANT TO YOUR DSHS CONTRACTS, PLEASE PROVIDE INFORMATION ABOUT THOSE STAFF ON A SEPARATE PAGE.

Additional staff person is a(n):

☐ Officer or Board Member ☐ Partner ☐ Staff Member ☐ Elected Official

☐ Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? ☐ Yes ☐ No

Is the additional staff a contact for DSHS contracts? ☐ Yes ☐ No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) ( )
FAX NUMBER (INCLUDE AREA CODE) ( )	ADDITIONAL STAFF EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) ( )	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ( )

Additional staff person is a(n):

☐ Officer or Board Member ☐ Partner ☐ Staff Member ☐ Elected Official

☐ Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? ☐ Yes ☐ No

Is the additional staff a contact for DSHS contracts? ☐ Yes ☐ No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) ( )
FAX NUMBER (INCLUDE AREA CODE) ( )	ADDITIONAL STAFF EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) ( )	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ( )

Section Six: Contractor Certification (DSHS staff enter on ACD Intake Detail as Intake Form Date)

You must sign, date, and return this form.

I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.

SIGNATURE DATE	PRINTED NAME
	TITLE

ATTACHED SUPPORTING DOCUMENTATION CHECKLIST

- ☐ Copy of your W-9 - Request of Taxpayer Identification Number and Certification
- ☐ Copy of statement showing non-profit 501(c)(3) status (if applicable)
- ☐ List of partners, members, directors, officers, and board members (not applicable to sole proprietors)
- ☐ Copy of your Washington State Master Business License or proof of exemption
- ☐ List of any contracts you have had with the state that have been terminated for default, including a brief explanation (if applicable)
- ☐ List of Additional Addresses (if applicable)
- ☐ List of Additional Staff (if applicable)
- ☐ Copy of your Certificate of Insurance

Proposal Checklist for Responsiveness

_____ Letter of Intent received on or before 3:30pm Pacific Time, **August 27, 2010.** (Sections B.3 & 10))

_____ Proposal was **submitted** on or before 3:30pm Pacific Time, **September 10, 2010.** (Sections B.3. & 13))

_____ Required number of copies of Proposal – one (1) original signed and twelve (12) copies – were submitted. (Section B.13.c.)

_____ Proposal was prepared in the required format. (Section B.13.b.)

_____ The Letter of Submittal is signed by an individual authorized to bind the Bidder to a contract and is submitted with the Proposal. (Section C.1.a.(6)).

_____ Bidder meets mandatory eligibility requirements. (Sections A.4 and C.1.a.(8))

_____ Bidder has provided written responses to each of the items in this section. (Section C.2., 3 & 4).

_____ *Cost Proposal*, using the *Transportation Cost Proposal* form attached as Exhibit J, has been prepared, signed by Bidder, and submitted with Proposal.

_____ *Contractor Intake Form*, Exhibit D, including all required attachments, has been completed by Bidder, signed and submitted with Proposal.

_____ *Debarment* disclosure. (Section C.1.a.(8)(c)).

_____ Three letters of reference have been provided and submitted with the Proposal. (Section C.1.d. ~~e~~.)

_____ Any documents referenced by the Bidder in the written portions of the Proposal, or in the *Cost Proposal,* Exhibit J, and which are offered in support of the Proposal, have been submitted with the Proposal.

_____ Any contracts between the Bidder and DSHS currently in effect and/or which were in effect within the last five (5) years have been listed and described. Included is all work performed by the Bidder under any contract the Bidder was a party to with DSHS, within the last five (5) years. If no contract with DSHS, the list must state "No DSHS Contracts." (Section C.1.d.)

_____ All claims made or legal actions filed against the Bidder within the last five (5) years, within the USA, are described. Included is the detailed outcome of all such claims or legal actions. (Section C.1.e.)

NOTE: "Yes" answers must be given to each element above for the Proposal to be considered responsive.

Exhibit F

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT)

STATEMENT OF WORK

1. OVERVIEW

DSHS provides **transportation access** to necessary non-emergency medical services for all eligible medical assistance Clients who have no other available means of gaining access to these services. Pre-authorized access to covered medical services is provided by the most cost effective method which meets the Clients' mobility status and personal capabilities.

2. PURPOSE

The purpose of this Contract is to perform the services necessary to provide medically necessary, non-ambulance transportation services as authorized by DSHS to eligible Clients in Service Region Xxxx.

3. SERVICE REGION

a. The service region of this Contract includes: Broker Service Region Xxxx, which consists of Xxxx County(ies). The Contractor shall provide Transportation and related services to all eligible Clients living within the designated service region, to the extent these services are necessary to support access to authorized healthcare services.

b. The Contractor shall provide service to Clients of other service regions in response to requests of Contractors responsible for those service regions. Such requests shall be consistent with the intent of 3.c and 3.d below.

c. The Contractor of client's county of residence shall maintain primary responsibility to arrange transportation from origin to destination, and return trips outside the contracted service region.

   (1) If the client's travel requires an overnight stay, the Contractor for the service region of destination (where the healthcare provider is located) may arrange transportation if it is the most cost effective (lowest cost to DSHS) available transportation.

   (2) For extended stays, the Contractor where the healthcare provider is located is responsible to provide transportation between the temporary lodging and the healthcare provider.

d. The Contractor of client's county of residence shall maintain primary responsibility to arrange necessary travel expenses (meals and lodging) in coordination with the Contractor of the service region of destination. The Contractor shall ensure authorizations for travel expenses meet the requirements as set forth in the

SAMPLE

Washington Administrative Code (WAC) Chapter 388-546.

e. The Contractor shall ensure all trips provided outside of a client's local community meet the requirements as set forth in WAC Chapter 388-546, when required healthcare services are not available within the service region, or border cities designated by DSHS.

f. The Contractor shall coordinate out-of-state transportation requests with the DSHS Transportation Program Manager. Upon DSHS's authorization, the Contractor shall arrange destination and return trips out-of-state when DSHS has determined that required services are not available within the state or designated border cities.

4. ADMINISTRATION

a. The Contractor shall maintain a business location in the Contractor's Service Region or assign a representative whose responsibility is the Contractor's Service Region.

b. The Contractor shall assume responsibility for all work performed under this Contract by:

(1) The Contractor's employees, officers, directors, agents, representatives and associates, and

(2) All subcontractor employees who perform work under this Contract.

c. The Contractor is responsible for all services provided by subcontracted transportation providers.

5. CONTRACTOR REQUIREMENTS

a. The Contractor shall maintain a Customer Service Center as set forth in Exhibit F-1.

b. The Contractor shall verify and document the eligibility of each Client requesting and receiving a brokered transportation service as set forth in Exhibit F-2.

c. The Contractor shall verify and document that a healthcare service occurred for which DSHS paid to transport a Client as set forth in Exhibit F-2.

d. The Contractor shall require that all vehicles used in the performance of this Contract, except privately owned, meet or exceed the Transportation Vehicle Standards established in Exhibit F-3.

e. The Contractor shall ensure Driver Conduct Standards are met as set forth in Exhibit F-4.

f. The Contractor shall comply with the transportation performance standards established in Exhibit F-5.

g. The Contractor shall ensure that services available to clients are comparable to services the general public receives in the same locale as the Client.

SAMPLE

h. When denying or limiting a request for transportation, the Contractor must follow the guidelines of Draft WAC 388-546-6000. See http://slc.leg/wa.gov/. The Contractor must use a denial letter template that is furnished by DSHS or has been approved as to form by DSHS. The Contractor must provide to DSHS any discovery materials related to the denial/limitation decision, and must participate in the administrative hearings process as requested by DSHS.

i. Coordination with local programs and stakeholders

(1) The Contractor shall leverage and coordinate efforts with other funding sources and programs, including, but not limited to, local, county, state, federal, private, for-profit, and nonprofit entities, such as local Community Service Offices (CSOs), Transits, Agency Council for Coordinated Transportation (ACCT), Area Agencies on Aging (AAA), School Districts, Regional Support Networks (RSNs), Tribes, that are involved in special needs transportation.

(2) The Contractor shall establish linkage with community programs to coordinate activities with existing programs serving the program population and to minimize or avoid duplicate efforts and fragmentation of services to the same consumers. These linkages may include referral protocols, or formal written coordination agreements with such programs.

6. SUBCONTRACTING

The Contractor shall develop a competitive marketplace that has a variety of providers for each mode of transportation. The Contractor will ensure the provision of necessary NEMT services by establishing a network of providers through the use of subcontracts.

a. All subcontracts must be in writing and include, at a minimum, the terms and conditions set forth in Exhibit F-6.

b. The Contractor shall pay Subcontractors within ten (10) calendar days of receipt of reimbursement from DSHS, for allowed claims performed under this Contract.

c. The Contractor shall maintain and make available all documentation for review by DSHS staff on all subcontractors and subcontracts, including but not limited to each subcontractor's: business organizations, business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, and all other relevant documentation.

d. The Contractor shall develop and implement a monitoring plan to monitor their subcontracted transportation providers to ensure compliance with the terms of their subcontracts.

e. The Contractor shall maintain documentation for review by DSHS staff on any subcontractor corrective action steps taken to ensure services provided are in compliance with this Contract.

f. The Contractor shall ensure compliance with requirements of employer liability, worker's compensation, unemployment insurance, social security, and any other Washington State and local taxes applicable to the Contractor's subcontractors.

SAMPLE

g. The Contractor shall encourage Minority and Women-owned Business Enterprises (MWBEs) to become subcontractors providing transportation services to DSHS's Clients.

7. PROHIBITIONS

a. The Contractor is subject to the requirements related to prohibitions on referrals and conflicts of interest as described at 42 CFR 440.170 (a)(4)(ii).

b. The Contractor (including Key Personnel) is prohibited from directly providing transportation services.

c. The Contractor is prohibited from making a referral or subcontracting to a transportation service provider if:

(1) The Contractor has a financial relationship with the transportation provider as defined at Sec. 411.354 (a) of chapter 42 CFR with transportation broker substituted for physician and nonemergency transportation substituted for DHS; or

(2) The Contractor has an immediate family member, as defined at Section 411.351 of chapter 42 CFR that has a direct or indirect financial relationship with the transportation provider, with the term transportation broker substituted for physician.

d. The Contractor shall be liable for the full cost of services resulting from a prohibited referral or subcontract.

e. The Contractor is prohibited from withholding necessary transportation from a Client for the purposes of financial gain, or any other purpose.

f. The Contractor is prohibited from authorizing transportation that is not the most appropriate and a cost effective means of transportation for a Client for the purposes of financial gain, or for any other purposes.

g. The Contractor is prohibited from paying more for fixed route public transportation than the rate charged to the general public.

h. Contractors that are governmental entities are prohibited from paying more for public paratransit services than the rate charged to other state human service agencies for comparable services.

8. FINANCIAL REPORTS AND AUDITS

a. The Contractor shall maintain and make all documentation required by this Contract available for audit purposes.

b. The Contractor shall procure and pay for an external annual audit to be performed by an independent entity and shall:

SAMPLE

(1) Provide a complete unaltered copy of that audit to DSHS's Transportation Program Manager within sixty (60) days of receiving it; and

(2) Include any and all management letters, footnotes, findings, recommendations, and all other relevant materials, or additional materials as requested by DSHS.

c. The Contractor shall submit a "Financial & Operating Report", which documents activities of their brokerage, and, if applicable, transportation operations. The report shall be due to DSHS annually by April 1st. This report shall include, at a minimum the following information:

(1) Total Direct Cost (broker manager, staff, salary, wages, compensation, bonuses, rent, etc.);

(2) Profit Margin and/or Retained Earnings;

(3) Allocation of Indirect Expenditures (i.e., G & A);

(4) Total Transportation Cost;

(5) Total funding received from DSHS for Transportation Services; and

(6) Transportation Program Goals.

9. INFORMATION REQUIREMENTS

a. The Contractor shall establish written policies and procedures subject to Department review for the items outlined in Exhibit F-7.

b. The Contractor shall provide monitoring reports that document the activities of the Contractor and subcontracted transportation service providers as set forth in Exhibit F-8.

c. The Contractor shall establish and maintain a data tracking and utilization system capable of providing and reporting data as set forth in Exhibit F-9.

d. The Contractor shall maintain twenty-four (24) hour toll-free access to provide information on how to access transportation for urgent care on holidays, weekends, and after business hours.

e. The Contractor shall provide information to Clients regarding how to properly access and use transportation resources in the Contractor's service region, including non-emergency medical transportation or volunteer transportation services. The provision of this information may also involve a training program preparing people to use the fixed-route public transit system. This information may be provided verbally or in writing.

f. The Contractor shall provide and maintain an internet website for Clients and transportation service providers to access information pertaining to non-emergency medical transportation.

SAMPLE

g. The Contractor shall provide interpreter services for Clients who speak a primary language other than English during interactions with the Contractor's Customer Service Center.

h. The Contractor shall provide written translations of generally available materials including, at minimum, denial/limitation letters for clients that have Limited English Proficiency (LEP). These materials may be provided in English if the Client's primary language is other than English but the Client can understand English and is willing to receive the materials in English. The Client's consent to receiving information and materials in English must be documented in the client's file.

i. The Contractor shall use no more than a 6th grade reading level in all written communications to Clients, except as otherwise required for legal notice.

j. The Contractor shall maintain a list of local ITA transportation providers.

10. INCIDENT REPORTING

a. Initial notification and any follow up must be documented and provided to DSHS using DSHS's electronic incident reporting system. If the electronic incident reporting system is unavailable, a standardized form will be provided with instructions on how to submit.

b. The Contractor shall notify DSHS's Incident Manager within one (1) hour of the Contractor being notified or becoming aware of events involving a Client who is the alleged victim or perpetrator of any of the following events:

(1) An allegation of rape (Chapter 9A.44 RCW) or sexual assault (as defined in RCW 70.125.030).

(2) Any violent act as defined in RCW 71.05.020 and RCW 9.94A.030 or any homicide or attempted homicide as defined in RCW 9A.32.010 that results in an arrest with charges or pending charges.

(3) Any injury to a Contracted or subcontracted staff member as the result of an assault by a Client that requires any level of medical intervention.

(4) Any allegation of financial exploitation as defined in RCW 74.34.020.

(5) Any suicide or death.

(6) An assault by a Contracted or Subcontracted Staff member.

c. The Contractor shall notify DSHS's Incident Manager within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor.

d. In addition to all incidents described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this Section.

SAMPLE

e. The Contractor shall notify the following agencies or any others when required by law:

(1) Adult Protective Services

(2) Child Protective Services

(3) Local Law Enforcement

(4) Washington State Patrol.

f. DSHS may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

11. VEHICLE ACCIDENT REPORTING

a. Initial notification and any follow up must be documented and provided to DSHS using DSHS's electronic incident reporting system. If the electronic incident reporting system is unavailable, a standardized form will be provided with instructions on how to submit.

b. Within one (1) hour of the Contractor being notified, or the first hour of the next business day, the Contractor shall notify DSHS's Transportation Program Manager or designee of:

(1) Vehicle Accidents involving the transport of DSHS Clients, where <u>either</u> of the following has occurred:

(a) Personal injury; or

(b) Property damage in excess of two thousand dollars ($2,000.00)

12. BILLING AND PAYMENT

a. The Contractor shall maintain monthly billing files that cross reference individual trips to specific Clients, and justifies the number of trips and cost.

b. The Contractor shall bill and receive payment as set forth in the following attached Exhibits:

(1) <u>Exhibit F-10</u>, Transportation Services Billing and Payment

(2) <u>Exhibit F-11</u>, Transportation Services Performance Incentives and Penalties

13. TRIBAL RELATIONSHIPS

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

SAMPLE

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

c. The Contractor is authorized by DSHS to:

(1) Conduct a post-trip review to determine allowable trips upon receipt of a Tribal bill.

(2) Pay the Tribe for all allowable trips and associated costs following the post-review process described in Section 13.d Allowable Trips, below.

d. Allowable Trips. A trip must be:

(1) For eligible Clients who are also Tribal members;

(2) For covered Medicaid services; and

(3) To/from covered Medicaid facilities, including those contracting with DSHS to provide covered Medicaid services to Clients.

e. Department Tribal Contracts. If DSHS contracts directly with a federally recognized Tribe to provide transportation services to eligible Tribal members in the Contractor's Service Region, the Contractor shall upon written request by DSHS:

(1) Agree to receive, review, and process all Tribal transportation billings within its Service Region.

(2) Pay the Tribe its Contractor negotiated rate for all allowable trips and associated costs contained in the Tribal bill; or

(3) Produce a monthly or quarterly summary report, relating only to Tribal Contracts, that details the payments, trips, most-costly events, modes and providers associated with Tribal transportation services.

(4) Provide an electronic or hard copy of each monthly report to the Tribe.

(5) Include a copy of the monthly summary report with each billing it submits to DSHS that is related to Tribal payments for this Contract.

SAMPLE

Exhibit F-1

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Customer Service Center

1. OVERVIEW

The Contractor shall be responsible for receiving and processing all requests for non-emergency medical transportation services for DSHS's clients. The Contractor shall be responsible for the management of overall day-to-day operations necessary for the delivery of cost-efficient, appropriate medical transportation services and the maintenance of appropriate records and systems of accountability to report to DSHS.

The Contractor shall meet the minimum federal requirements, as defined in 42C.F.R. § 440.170, for provision of transportation services, as well as applicable Department rules.

2. CUSTOMER SERVICE REQUIREMENTS

a. The Contractor shall provide a toll free number for scheduling medically necessary transportation. A local telephone number may also be provided for those Clients within the local calling area.

b. The Contractor shall provide customer services that are professional, prompt, courteous, customer-friendly, and responsive to Clients.

c. The Contractor may utilize an automated pre-appointment call-out system (i.e. a system that automatically reminds Clients of their upcoming scheduled trips).

d. The Contractor's Customer Service Center shall at a minimum promptly answer telephone calls during normal business hours, from Monday through Friday, eight (8) hours a day. The Contractor may need to surpass these minimums in order to assure adherence to service standards.

e. The Contractor may use a phone answering machine or electronic voice mail as options to the Client; however, Clients shall be given the option of staying in a queue to reach a staff person.

f. The Contractor shall accept trip requests by phone and facsimile transmission, and may accept trip requests by secure online website or other secured electronic means that meet the security requirements as established by DSHS.

g. The Contractor's Customer Service Center may close in observance of the following ten (10) Washington State observed legal holidays as defined by RCW 1.16.050: New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, and Christmas Day.

h. The Contractor shall give DSHS written notice of any requested day(s) of closure at least thirty (30) calendars prior to the requested day of closure. DSHS reserves the right to deny these requests.

SAMPLE

i. Emergencies

(1) Authorizing emergency transportation is not part of the Contractor's duties.

(2) The Contractor shall assure Clients in an emergency are directed to the appropriate emergency resources and shall refer emergency calls to 911, or an ambulance, as necessary.

(3) The Contractor shall maintain a local referral source with whom to discuss emergency situations.

j. Staffing

(1) The Contractor shall have diverse staff representative of, or consistent with, the demographic (including Client language & ethnicity) pattern of the Service Region to the extent practicable.

(2) The Contractor shall have personnel policies that conform to all federal, Washington State, and local statutes and ordinances.

(3) The Contractor shall assure Clients can request a review of a decision on transportation services by one of the key personnel. This requirement must be written, and included in the policies and procedures manual.

(4) The Contractor shall establish and maintain a client ombudsperson position or a properly trained staff person whose responsibility is to resolve Client complaints. The Contractor shall provide the ombudsperson's contact information to DSHS's Transportation Program Manager upon the initial establishment of the position and upon any changes to the position thereafter.

(5) The Contractor shall remove any of the Contractor's employees from contact with Clients when the Contractor determines that:

(a) The employee is not handling calls or scheduling trips in accordance with the performance standards of this contract, or

(b) Prior sanctions levied against the employee have not resulted in improved performance.

(6) The Contractor shall maintain and send to DSHS's transportation staff upon request a list of current Contractor employees assigned to the performance of this Contract, including employee names, titles, supervisory relationships, and an organizational chart.

(7) The Contractor shall provide staff to assure that services to persons who are hearing impaired are comparable to services available to Clients who are not hearing impaired. This may include use of the Washington State Relay or TDD equipment.

(8) The Contractor shall train customer service representatives in the area of dispute resolution.

k. Trip Request

(1) The Contractor shall respond to transportation inquiries and requests made by DSHS's Clients and guardians, parents of minor Clients residing in the Contractor's Service Region, Department approved providers, and other Washington Non-Emergency Medical Transportation Contractors.

SAMPLE

(2) The Contractor shall accept requests for trips when requested at least two business days in advance for a regularly scheduled trip when:

(a) Requested Monday through Friday, and

(b) Up to fourteen (14) days in advance of the scheduled trip.

(3) The Contractor shall accept requests for trips when requested with less than two business days notice for an unscheduled trip when requested by a Client in need of urgent care or a first-time caller.

l. Trip Assignments. The Contractor shall schedule transportation services to be provided through subcontractors when the Contractor has determined that:

(1) The individual requesting transportation services, or for whom transportation services are being requested, is an eligible Client;

(2) The healthcare service meets the requirements as established in WAC 388-501-0050 through 501-0065 and draft WAC 388-546-5500 and is included in the client's benefit services package; and/or as determined by DSHS; and

(3) The medical professional who would provide care to the eligible Client:

(a) Is an enrolled participating medical provider with DSHS as established in WAC 388-502-0010; or

(b) Could be accepted by DSHS as an enrolled Medicaid participating medical provider for that service if they applied for a Core Provider Agreement; or

(c) Is a provider performing services paid for by a third party, Veterans Administration (V.A.), Medicare, charitable or other voluntary program.

(4) The Contractor is not responsible to transport clients for Involuntary Treatment Act admissions.

m. Selection of Mode of Transportation

(1) The Contractor shall assure that Client resources and/or lowest cost resources are used first, based on each client's mobility status and personal capabilities. This includes public transit systems, volunteers, Client mileage reimbursement, gas vouchers, or other low-cost means of transportation based on the Client's mobility status and personal capabilities.

(2) The Contractor shall document reasons for not using the lowest cost provider or services in the assigned Service Region.

(3) The Contractor shall document in the Client's file a Client's transportation needs based upon their mobility status and personal capabilities. This shall include guidance for Customer Service Center staff when a client needs special assistance such as communicating with a supervisor or lead worker.

(4) The Contractor shall develop a "shared ride" rate structure for multi-passenger grouped trips that assures the possibility of a lesser fee for all additional passengers.

SAMPLE

(5) The Contractor shall establish a method of effectively identifying, scheduling, and coordinating standing orders or recurring trips.

(6) The Contractor shall make available a variety of modes of Client transportation, including:

(a) Wheelchair van;

(b) Taxi;

(c) Bus passes, tickets or fares;

(d) Secured transportation;

(e) Personal Vehicles (mileage reimbursement, gas voucher(s), or gas cards);

(f) Grouped or shared-ride vehicle;

(g) Volunteer drivers;

(h) Parking;

(i) Tolls;

(j) Ferries or water taxi;

(k) Tickets through common carriers, such as airport shuttles, charter buses, and intercity buses;

(l) Tickets such as commercial ground, rail, and air;

(m) Lodging and meals.

(n) Other transportation:

i. Stretcher Van/Car, as allowed by law and regulations.

ii. Pharmacy access.

(o) The Contractor shall have on record legible copies of the following documents when privately owned vehicles (POV) are used and mileage reimbursement, gas vouchers, parking, tolls, or ferries are requested:

i. The driver's license;

ii. Current vehicle registration; and

iii. Proof of insurance for the vehicle/operator.

n. Attendants, Escorts, Guardians, & Drivers' Assistants

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

SAMPLE

(2) The Contractor shall not authorize or pay for a Client's trip if an attendant, escort or guardian is needed and such a person is not available for travel with the Client.

(3) The Contractor shall not pay the wages or salary of an attendant or escort without the written authorization of DSHS.

(4) The Contractor shall not pay the wages of a guardian.

(5) Drivers' Assistants – Wages/salaries payable

(a) The Contractor may pay for Drivers' Assistant(s) on trips when a Client's medical facility or caregiver does not have the legal responsibility to provide an attendant or escort.

(b) The Contractor may not authorize or pay for Drivers' Assistant(s) when a Client's care provider refuses to provide a necessary attendant or escort.

(c) The Contractor may authorize the use of Drivers' Assistants to transport bariatric Clients as necessary.

o. Daily Computerized Trip Log. The Contractor shall establish and maintain a daily computerized trip log that documents trips requested for Clients to and from approved healthcare services, and justifies the expenditures of transportation resources. The daily computerized trip log shall include at a minimum, the following:

(1) Client or Requester name (both if different);

(2) Date and time of contact or request;

(3) Date and time for the provision of the requested transportation;

(4) Pick-up location;

(5) Destination;

(6) Client's county of residence;

(7) Each Client's ProviderOne Client Number;

(8) Each Client's mobility status;

(9) Each Client's personal capabilities. This does not usually mean diagnosis, procedure or treatment codes;

(10) Availability of other transportation resources;

(11) Approval or denial of transportation;

(12) The level of transportation approved, if appropriate;

(13) Justification of level of transportation and cost authorized;

(14) Name of Contractor's staff approving or denying request;

SAMPLE

(15) Assigned provider of transportation; and

(16) Coverage status of medical event(s).

3. CUSTOMER SERVICES CENTER PERFORMANCE STANDARD

a. The Contractor shall answer within three (3) minutes eighty percent (80%) of all incoming phone calls during normal business hours, including hearing-impaired system calls, measured on a monthly basis. The Contractor shall not include calls received by facsimile in this standard.

b. The Contractor shall assure the average queue time for a system to assist Deaf/hearing impaired Clients, such as Washington State Relay or TDD, shall not exceed three (3) minutes.

SAMPLE

Exhibit F-2

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Client and Trip Eligibility Verification

The Contractor shall verify and document the eligibility of each Client receiving a brokered transportation service provided under this Contract.

1. Pre-trip Review and Verification

a. The Contractor shall verify the eligibility of each Client requesting transportation and the medical eligibility of each trip by reviewing the Client's eligibility to receive transportation services provided under this Contract by requiring one of the following:

(1) Presentation of a valid client services card;

(2) Verification from eligibility files supplied by DSHS;

(3) Other appropriate sources, such as:

(a) Medical Eligibility Verification (MEV) or successor.

(b) When available through the Internet, web portal, or "swipe card" systems.

(4) Documentation from any authorized DSHS/MPA representative, or

(5) Documentation from MPA's contracted programs and agencies.

b. The Contractor shall perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the service provider on a minimum of 10 percent (10%) of scheduled trips prior to transportation services being provided.

2. Needs Test. The Contractor shall verify that the Client meets a needs test for transportation services. This is best done in the form of a "database script" which guides the process as an integral part of receiving a call from the Client. The needs test shall include at a minimum:

a. Verification from the requesting Client that they have no other available means of transportation to/from healthcare services.

b. Verification that the transportation is not covered by other programs or funding.

c. Verification that the healthcare services to be provided during the appointment are covered by the Client's benefit services package.

d. Verification that the requested transportation is to/from a local provider of covered services unless otherwise exempted or dictated by DSHS's rules or policy.

SAMPLE

e. Verification that the transportation that may be authorized is provided to and from a service destination identified and covered by DSHS/MPA. Contractors shall receive technical assistance on specific programs and covered services.

3. Post-trip Review and Verification. The Contractor shall perform and document a post trip verification review on a minimum of ten percent (10%) of trips and include problem areas such as after-hours transportation; and verify that "routine trips" are for legitimate medical services in a manner that:

a. Is consistent with Exhibit F12, Transportation Services: Verification form; and

b. Asks for only minimally necessary information to accomplish each verification.

SAMPLE

Exhibit F-3

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Transport Vehicle Standards

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

1. The Contractor shall require that all vehicles used in the transport of Clients, except privately owned, meet or exceed the following regulations and safety standards, including their successors:

a. Licensing requirements of the Washington Department of Licensing (DOL);

b. Requirements of the Washington Utilities and Transportation Commission (WUTC);

c. State and federal safety standards; including safety belt use requirements and exemptions as established in RCW 46.61.688;

d. Regulations of the Americans with Disabilities Act (ADA);

e. Mechanical operation and maintenance standards; and

f. Contract requirements.

2. The Contractor shall require that vehicles which fail to meet the standards:

a. Be immediately removed from service; and

b. Be re-inspected before they are eligible to be used to provide transportation services for Clients under this Contract, for the specific mode for which they were removed.

3. Vehicle Inspections

a. The Contractor shall, prior to their initial use under this Contract, inspect all vehicles (except those that are privately owned) to assure that all regulatory requirements are met. Thereafter, the Contractor shall perform annual inspections on ten percent (10%) of the vehicles of each provider, and shall rotate the vehicle inspections of the provider's fleet each year.

b. If during the course of the inspection, more than five percent (5%) of the inspected vehicles in a provider's fleet do not meet regulatory requirements, the remainder of that fleet will be inspected.

SAMPLE

c. Documentation of inspections completed by other agencies will suffice as long as the Contractor has access to the inspection reports and this Contract's standards are met or exceeded.

d. The Contractor shall perform annual unannounced random inspections on a minimum of ten percent (10%) of the vehicles of each provider. If during the course of the inspection more than five percent (5%) of the inspected vehicles in a provider's fleet do not meet regulatory requirements, the remainder of that fleet will be inspected.

e. The Contractor shall supply DSHS with a preliminary schedule of inspections within the first thirty-days of this Contract's start date, and then each February 1st thereafter, using a format approved by DSHS.

f. The Contractor shall immediately remove from providing services vehicles not passing these inspections. Each vehicle shall be re-inspected before it is eligible to return to service.

g. The Contractor or designee shall be responsible for confirming the condition of a vehicle(s) if a Client complains about the condition of a specific vehicle(s). Vehicles found deficient shall be immediately removed from performing service under this Contract, and shall remain so until deficiencies are corrected and the vehicle(s) is re-inspected.

4. Vehicle Requirements. All vehicles used in the performance of this Contract, except privately-owned and transit, shall meet or exceed the following requirements, and at a minimum will:

a. Have a two-way communication system (two-way radio or cell phone are acceptable) linking all vehicles used in delivering the services under this Contract with the transportation provider's major place of business (dispatcher).

(1) The two-way communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired.

(2) A vehicle with an inoperative two-way communication system shall be placed out-of-service until the system is repaired or replaced.

(3) The Contractor shall assure that its subcontractors have protocols in place to assure any two-way communication devices utilized while in the performance of this Contract are utilized in accordance with RCW 46.61.667.

b. Have climate control systems adequate for the heating and ventilation needs of both driver and passengers. Any vehicle with a non-functioning climate control system shall be placed out-of-service until repaired.

c. Have functioning, clean, and accessible seat belts for each passenger seat position. Seat belts shall be stored off the floor when not in use. The Contractor shall identify providers that have seatbelt extenders, and shall assure an effort is made to arrange for vehicles with seatbelt extenders when requested by Clients.

SAMPLE

d. Have functional door handles on all doors.

e. Have an accurate speedometer and odometer.

f. Have functioning interior light(s) within the passenger compartment.

g. Have adequate sidewall and ceiling covering.

h. Have two exterior side view mirrors, one on each side of the vehicle.

i. Have one interior mirror for monitoring the passenger compartment.

j. Have clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle.

k. Have clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and free of dirt, oil, grease or litter.

l. Have the transportation provider's name and vehicle number prominently displayed.

m. Have a bottom seat cushion for each seat, with the exception of transit vehicles.

n. Have devices in place to secure wheelchairs or other personal mobility devices.

o. Are capable of securing child safety seats that meet applicable state and federal guidelines as may be required by State or Federal law.

5. Scent-Free Vehicles

a. The Contractor shall assure an effort is made to arrange for scent-free vehicles for every transport mode when requested by Client(s); and

b. The Contractor shall encourage providers to reduce smoke residue in vehicles.

SAMPLE

Exhibit F-4

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Driver Conduct

The Contractor shall assure that all drivers act in a professional manner at all times, and are licensed, qualified, competent, and courteous. The Contractor shall apply the following standards to all drivers.

1. All drivers shall:

a. Interact in a professional manner. This includes at a minimum protecting Client confidentiality, avoiding offensive language/topics, maintaining an appropriate professional relationship, and treating Clients with respect;

b. Wear, or have visible, easy-to-read proper company identification;

c. Be clean and maintain a neat appearance at all times.

d. All commercial drivers shall exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle;

e. Provide assistance as necessary to or from the main door of the place of destination;

f. Properly identify and announce their presence at the specified pick-up location. If a curbside pick-up is not apparent or appropriate drivers shall announce their presence to facility staff.

g. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the Client's condition;

h. Confirm, prior to allowing any vehicle to proceed, that:

(1) Passengers are properly secured in their seat belts;

(2) Wheelchairs are properly secured to the vehicle, and

(3) Passengers in wheelchairs are properly secured in their chairs.

i. Provide an appropriate level of assistance to Clients when requested, as noted in the client's file, or when necessitated by the Client's mobility status and personal condition, including:

(1) Curb-to-curb;

(2) Door-to-door;

(3) Door-through-door;

SAMPLE

(4) Hand-to-hand; and/or

(5) Passage up and down stairs, without placing the Client or driver's personal health and safety in danger.

j. Provide support and direction to passengers as required by the DSHS Client's mobility status and physical condition, such as:

(1) Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift;

(2) Stowage by the driver of mobility aids and folding wheelchairs;

2. Drivers or driver's assistants shall not:

a. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity. Drivers or driver's assistants shall not respond to or encourage such behavior;

b. Solicit or accept controlled substances, alcohol, or medications from Clients or passengers;

c. Solicit or accept money or other items of value from Clients or passengers;

d. Use alcohol, narcotics, or controlled substances, or be under their influence of alcohol, narcotics, or controlled substances, while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:

(1) His/her duties can still be performed in a safe manner; and

(2) The subcontractor has written documentation from a medical provider licensed to prescribe that the driver's current prescribed medication(s) and other substances which have the potential to adversely affect job performance will not impact the ability of the driver.

e. Eat food or consume any beverage, other than water in a closed container, while operating the vehicle or while involved in Client assistance;

f. Give food or beverages to Clients;

g. Smoke in the vehicle when Clients are present. The no-smoking rule also applies to all passengers, including Clients;

h. Wear any type of headphones while on duty;

i. Be responsible for passenger's personal items;

j. Operate a moving motor vehicle while holding a wireless communication device subject to the requirements established by RCW 46.61.667

SAMPLE

k. Attempt to influence or restrain Clients, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.

l. Attempt to influence Clients, their families/guardians, or medical providers to obtain additional business.

3. Driver Accountability

a. The Contractor may add to the following recommended training for each driver:

(1) Cardio-pulmonary resuscitation (CPR)/First Aid;

(2) Passenger assistance training, such as ADAPT or PAT;

(3) Fire suppression;

(4) Defensive driving.

b. The Contractor and its transportation subcontractors shall:

(1) Assure that all drivers have a valid driver's license, ADR (Abstract of Driving Record) and insurance before providing Client services.

~~(2) Perform a fingerprint level of criminal history background check through the Washington State Patrol and FBI for all drivers and volunteers prior to their performance of services under this contract, and annually thereafter.~~

Perform a fingerprint level of criminal history background check through the Washington State Patrol and initiate the FBI level background check process for all drivers and volunteers prior to their performance of services under this contract, and annually thereafter.

(3) Consult RCW 43.43.830, Background Checks, which may be accessed at http://slc.leg.wa.gov/, or successor, and local regulations if any, for disqualifying convictions that the Contractor should consider before allowing a driver to provide medically necessary transportation services to a DSHS Client.

(4) Have ready access to all documents listed in this Section of this Exhibit.

c. The Contractor shall not allow any driver or dispatcher to provide or facilitate any service under this Contract if there is any indication that the driver or dispatcher may pose a risk to DSHS Clients.

d. If the Contractor or the transportation provider receive complaints regarding a particular driver and it is determined that the driver may pose an immediate risk to Clients, the Contractor shall:

(1) Direct the subcontractor to immediately remove that driver from transporting DSHS Clients, pending further review;

(2) Investigate the matter further, to determine the level of risk, if any, to Clients

SAMPLE

posed by that driver;

(3) Determine further steps to be taken, which may include:

(a) Further Driver training;

(b) Selective assignments so that the Driver poses a lower risk to Clients;

(c) Temporary suspension;

(d) Termination of that driver's employment with the Contractor or subcontractor;

(e) Referral to civil authorities, such as licensing or law enforcement as necessary.

(4) The Contractor shall direct the subcontractor to immediately remove the driver from performing any services under this Contract, if the Contractor determines that the subcontractor's actions or lack of actions pose a risk to DSHS Clients.

4. Driver Verifications. The Contractor shall verify that drivers used in the provision of services under this Contract meet the terms and conditions of this Contract and applicable regulations. These verifications may be done simultaneous with Contractor's Vehicle Inspections.

a. List of Drivers. The Contractor shall keep, by provider, a list of drivers used for this Contract. This list shall be updated monthly. For each driver, the Contractor shall note the last date that the driver met the qualifications required by this Contract. The Contractor shall assure that each qualification met can be verified by original documentation. The Contractor may add other requirements to this list as the Contractor deems appropriate.

b. Initial Verification. The Contractor shall verify that each driver meets the requirements of this Contract, including the appropriate regulatory requirements, before that driver may serve Clients under this Contract.

c. Annual Verifications. The Contractor shall annually verify that each driver used for this Contract meets the terms and conditions of this Contract, including but not limited to review of the Abstract of Driving Record, training and testing as required by federal and/or state regulations, and criminal background check.

(1) The Contractor's verification must include at a minimum both field-verifications involving face-to-face contact with drivers and also verifications of billings to assure that the performing drivers are properly qualified under this Contract.

(2) If, during the course of the verification process, more than five percent (5 %) of a provider's drivers do not meet requirements of regulations or this Contract, the remainder of the drivers for that provider shall be verified.

(3) Drivers not passing these verifications shall be immediately removed from serving Clients. Each driver shall be re-verified before she or he may serve Clients under this Contract.

SAMPLE

5. Complaint Initiated Verifications.

a. When a Client makes a complaint about the qualifications, safety or suitability of a driver, the Contractor is responsible for:

(1) Verifying the qualifications of, and investigating the safety and suitability of the involved driver; and

(2) Complying with the requirements of Section 3.d (check this) of this Exhibit;

b. Drivers found not meeting the terms of this Contract or applicable regulatory requirements shall be:

(1) Immediately removed from serving Clients; and

(2) Remain so until deficiencies are documented, corrected, and the driver is re-verified.

6. The Contractor shall assure all commercial drivers performing work under this Contract are trained in:

a. The proper installation of child safety seats.

b. The use of child safety seats, both those with the vehicle and others, in case the child's parent or guardian supplies a child safety seat.

SAMPLE

Exhibit F-5

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Transportation Performance Standards

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

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

2. **Drop-off Time**. The Contractor shall assure Clients arrive on-time for their appointments. The Contractor shall assure that Clients are not delayed in arriving at a medical appointment due to a delay caused by either the Contractor or a subcontracted provider.

3. **Return Trip Wait Time**. The average waiting time for a scheduled return trip, after an appointment, shall not exceed thirty-minutes (30).

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

5. **Multi-Passenger**. Clients should not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for transport for an individual Client using that mode, from the point of pick-up to the destination. The Contractor shall require the dispatcher/provider to notify the Contractor of any delay more than 45 minutes, the alternative schedule, and of any alternate pick-up arrangements in these situations.

6. **Exceptions**

   a. Exceptions to the above times may be made for trips with pick-up or destinations outside the Client's local service region.

   b. Exceptions may also be made due to unusual situations such as exceptional distances in rural areas or other situations beyond the control of the Contractor.

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

SAMPLE

7. Delays

a. The Contractor and subcontractor shall not be reimbursed for trips where the Client arrives late for their appointment, such that the healthcare provider cannot provide covered services. The Contractor may consider payment when the late arrival was not the fault of the transportation provider, such as for traffic accidents that impeded all traffic which could not be anticipated (this does not include construction zones that slowed traffic).

b. In the event a delay renders the Client late for their appointment or causes them to miss the appointment, details of the occurrence and resolution must be documented in the Clients file and recorded in the utilization database.

SAMPLE

Exhibit F-6

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Subcontracts with Transportation Service Providers

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

1. Require the inclusion of pertinent portions of this Section of this Exhibit in all written sub-subcontracts or other agreements between the subcontractor and its drivers and dispatchers.

2. State clearly the functions to be subcontracted by the Contractor, including services and activities covered under the subcontract.

3. Contain language that subcontractors shall have the following terms and conditions regarding the gathering and use of Client information:

a. That only the minimal information necessary to provide services shall be requested of DSHS's Clients.

b. That any Client information gained shall be protected from unauthorized disclosure, in order to assure confidentiality of Client information and medical records.

4. Identify the parties to the subcontract (e.g., name, address, type of organization) and identify their legal basis to do business in the State of Washington.

5. Contains language that requires subcontractors to have procedures in place for the prevention, detection, and reporting of suspected fraud and abuse.

6. Describe the payment method, including applicable rates.

7. Require that the Contractor remit amounts due to subcontractors no later than ten (10) calendar days after receipt of DSHS's monthly payment for transportation services.

8. Require that the subcontractor remit amount due to subcontractor's transportation providers no later than ten (10) calendar days after receipt of the Contractor's monthly payment for transportation services.

9. Contain a quality control clause.

SAMPLE

10. Include requirements that each transportation provider maintains sufficient liability insurance to meet the requirements of Washington State law and the Terms and Conditions of this Contract regarding insurance coverage.

11. Require subcontractor agreement to comply with employer liability, worker's compensation, unemployment insurance, social security, and any other state and local taxes applicable to the transportation providers.

12. Provide for DSHS's access to information and records for six (6) years following the expiration or termination of such subcontract, sufficient to document services provided under this Contract including billing and accounting information.

13. Prohibit subcontractors from seeking payment from DSHS, or any of its Clients, or any other Contract service provider, for services performed under the subcontract.

14. Prohibit subcontractors from offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the Contractor in order to influence referrals or subcontracting for transportation provided to Client. See 42 CFR Section 170.

15. Require the Contractor to reimburse the subcontractor at a fair negotiated rate for a provided and authorized trip when the scheduled medical event for that trip did not take place due to no fault of the subcontractor.

16. Require the subcontractor to return, within thirty days of Contractor's or subcontractor's discovery, any and all payments for trips delivered by an unauthorized driver and/or vehicle.

17. Require the subcontractor to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activities to be performed under this Contract.

18. Require the subcontractor to comply with Quality Assurance Activities.

SAMPLE

Exhibit F-7

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Policies and Procedures Manual

The Contractor shall establish written policies and/or procedures, subject to Department review upon request.

1. The Contractor shall develop and implement written procedures to determine whether fixed-route public transportation is accessible to, and appropriate for, Clients requesting transportation services. Such procedures will take into account the distance from scheduled stops at facilities or service providers, the age and disability of the Clients, any physical or cognitive impairment, inclement weather conditions, and other pertinent factors.

2. The Contractor shall establish written internal polices and/or procedures to assure compliance with all state and federal Confidentiality and Nondisclosure requirements.

3. The Contractor shall establish a procedures manual that describes the Contractor's oversight procedures to monitor and resolve the grievance and complaint process. The Contractor must maintain records of all grievances and complaints received. The procedures shall include at a minimum, procedures for registering and responding to complaints and grievances in a timely fashion, documentation of the complaints or grievance, the actions taken, and procedures to address the complaint or grievance. The Contractor shall assure Clients can request a review of a decision on transportation services by one of the key personnel.

4. The Contractor shall establish polices and procedures for monitoring subcontracted transportation providers to assure driver conduct and transportation vehicle standards are met as established in exhibits F-3 and F-4.

5. The Contractor shall establish quality assurance procedures that shall be used to monitor and obtain feedback from clients and healthcare providers on the quality of the transportation services provided. The quality assurance plan shall include, but not be limited to, driver conduct, vehicle safety, and customer service.

6. The Contractor shall establish a procedures manual that shall be used to monitor the timeliness of the transportation services provided as required by CFR 440.170.

7. The Contractor shall establish policies that describe how they will provide transportation for recipients who need dialysis and other critical medical care during adverse weather conditions such as severe flooding or winter storms.

SAMPLE

8. The Contractor shall develop and maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. These policies must address the Contractor's oversight and review of these incidents, and shall assure that staff has proper orientation and training to respond to, report, and prevent incidents. These policies and procedures will be provided to MPA for review and approval.

9. The Contractor shall have procedures in place to address the return trip for a client whose medical appointment or treatment has gone past the time of the scheduled pick-up when the original subcontracted provider has left the pick-up location.

10. The Contractor shall develop policies for Clients whose demonstrated noncompliant behavior requires corrective action. These corrective action policies shall not allow for the suspension or termination of services to a Client, but may offer restricted service modes when necessary. The reduction to fewer modes will be time-limited with a stated time for review and assessment of this action, with the expectation of lifting the restriction.

11. The Contractor shall send a Written Notice Form within 30 days after the effective date of a mode change due to noncompliance for any length of time. These policies shall be forwarded to DSHS for prior approval.

12. The Contractor shall have corrective action procedures in place to address the behavior of their subcontractors. These policies shall include corrective actions for drivers, as established in Exhibit F-4, Driver Conduct.

13. The Contractor shall update all written materials within 15 business days after an NEMT program or policy change.

SAMPLE

Exhibit F-8

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Monitoring Reports

The Contractor shall submit a monthly monitoring report to DSHS by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by DSHS's Transportation Program Manager. The Contractor shall submit such reports in the format and medium requested by DSHS.

1. Data Tracking and Utilization System. The Contractor shall establish and maintain a database capable of providing monthly utilization data to DSHS. The Contractor shall submit utilization data to DSHS as outlined in Exhibit F-9.

2. Customer Services Center Report

a. The Contractor shall submit a customer services center report that identifies the telephone data for the normal business hours (Monday through Friday, 8 hours a day minimum):

(1) Total number of incomplete calls that get busy signals.

(2) Monthly number of phone calls abandoned, listed by:

(a) Incoming

(b) From queue

(c) Average time to abandon

(3) Total delay time (in hours, minutes, seconds) prior to being answered by an agent.

(4) Total number of calls completed (answered by an agent).

(5) Average call length.

(6) Average after-call work time.

(7) Average number of daily phone calls received.

(8) The amount of telephone system inoperable time, in excess of one (1) hour, per incident.

SAMPLE

3. Transportation Data Report. The Contractor shall submit transportation data that identifies:

a. The number of trips provided.

b. The percentage of trip verifications. Provide summary information detailing any improprieties that were discovered, and the efforts taken to correct them.

c. Number of trips denied by reason denied.

d. Number of trips scheduled.

e. Number of trips canceled or rescheduled with at least 24 hours notice.

f. Number of no-shows (i.e. cancelled at the door; the transportation provider attempted pickup).

g. The list of the “most costly” Clients, (number to be determined by MPA); this list varies by service region.

h. The meals and lodging costs.

i. The number of trips completed by each transportation subcontractor, including:

(1) Total dollar costs;

(2) By mode;

(3) The transportation provider name

j. The rates table for all providers of trips under this Contract,

k. By each county in the Contractors service region:

(1) Number of Trips

(2) Mode of Trips

(3) Service Cost of Trips

(4) Administrative Cost of Trips

(5) Unduplicated number of clients served for:

(a) The reporting month.

(b) Fiscal year cumulative total.

(6) Appended to the report will be summaries of other transportation resources or funds that the Contractor receives when providing or authorizing trips within Washington State, using the form provided by MPA.

SAMPLE

4. Complaint/Grievance Report. The Contractor shall submit complaint data that identifies:

a. The number and percentage of complaints compared to total number of trips provided.

b. Complaints by category:

(1) Reported in aggregate;

(2) By Provider; and

(3) With Contractor's Department approved categories.

c. Additional information, including but not limited to specific complaints, as determined by DSHS.

5. MWBE Report. The Contractor shall submit MWBE Data that documents the level of business done with Minority and Women-Owned Business Enterprises (MWBE), including but not limited to:

a. All business relationships, not just transportation.

b. Efforts to encourage MWBE participation in the NEMT Program.

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

7. Subcontractor Report

a. The Contractor shall submit a Subcontractor Monitoring Report that provides information collected from the Contractor's monitoring of their transportation providers as outlined in Exhibit F-6 – Subcontracts with Transportation Service Providers.

b. The Contractor shall submit a Subcontractor summary report to be delivered by March 1st, and September 1st.

(1) By provider name: the number and type of vehicles used;

(2) For volunteers, the number of volunteers;

(3) For gas vouchers, the name and number of participating stations;

8. Other Reporting Requirements. The Contractor shall deliver to DSHS any records within five (5) business days if requested by DSHS in writing. If DSHS requests that such records be submitted in a specific format, the delivery date to DSHS will be negotiated.

SAMPLE

Exhibit F-9

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK

Data Tracking and Utilization System Tool

The Contractor shall establish and maintain a database capable of providing utilization data to the Department as outlined in Exhibit F-8 – Reporting Requirements (to be delivered to MPA by SFTP or other format as designated by MPA) and attached here as Exhibit F-9(a)

Data Element Name	**Format**	**Positions**	**Definition**
Broker_P1_Provider_ID	Integer		The Broker's ProviderOne assigned unique identifier
DSHS_Region_Number	Integer		The DSHS Region Number (1-6) - Indicates the DSHS Region from which the client's services originates.
Broker_Contract_Region_Identifier	Integer		Identifies the Broker's contracted region from which the client's services originates.
Broker_Trans_Control_Number	Text	30	The Broker's unique transaction identifier assigned to the service.
Client_Last_Name	Text	25	The last name of the client
Client_First_Name	Text	20	The first name of the client
Client_Middle_Name	Text	15	The middle name or initial of the client
Client_DOB	Date		The date of birth of the client (MM/DD/YYYY)
Client_P1_Client_ID	Text	11	The client's ProviderOne unique 11 position identifier (123456789WA)
Non_P1_Client_ID	Text	20	If the client does not have a ProviderOne Client ID, use an alternate unique identifier.
RAC	Text	4	The Recipient Aid Category code assigned to the client that defines the client's medicaid eligibility for the provided service.
Trip_Start_Date	Date		The date the trip starts (MM/DD/YYYY)
Trip_End_Date	Date		The date the trip ends (MM/DD/YYYY)
Trip_Origin_County_Code	Integer		The county code for the county in which the trip originates - From table Ref_County
Trip_Origin_Postal_Code	Text	6	The zip or postal code for the physical location at which the trip originates
Trip_Origin_Street_Address	Text	35	The street address for the location from which the trip originates.
Trip_Origin_Street_Address_Type	Integer		Code for the type of originating street address. From table Ref_Street_Address_Type
Trip_Dest_County_Code	Integer		The county code for the county for the trip's destination - From table Ref_County
Trip_Dest_Postal_Code	Text	6	The zip or postal code of the physical location for the trip's destination
Trip_Dest_Street_Address	Text	35	The street address of the physical location for the trip's destination.
Trip_Dest_Street_Address_Type	Integer		Code for the type of destination street address. From table Ref_Street_Address_Type

Servicing_Provider_Identifier	Text	20	A unique identifier of the healthcare provider that is providing services to the client at the destination. When available, can be null.
Servicing_Provider_Identifier_Type	Integer		Defines the type of servicing provider identifier provided, ProviderOne ID, NPI, Tax ID, UBI or Other. From table Ref_Servicing_Provider_Identifier_Type
Mobility_Status	Integer		Code indicating the client's mobility status. From table Ref_Mobility_Status
Number_Attendants	Integer		The number of escorts or attendants accompanying the client on the trip. Example, friend, family member, or other caregiver that occupies a seat in the vehicle.
Trip_Mileage	Integer		Number of miles (rounded to the nearest mile) from trip origin to trip destination.
Oneway_Trip_Units	Integer		The number of one-way trip units.
Medical_Service_Type_Code	Integer		Code indicating the medical service type being provided to the client by the healthcare provider to which the client is being transported. From table Ref_Medical_Service_Type
Medical_Reason_Desc	Text	255	Supplemental information.
Program_Index_Code	Text	5	MPA billing account code
Allocation_Code	Text	4	MPA billing account code
Trip_Cost	Currency		The billed amount for the trip
Individual_Shared_Trip_Code	Text	1	Code that indicates if the trip was for an individual client or was shared by multiple clients. (I) = Individual (S) = Shared
Trip_Cost_Type_Code	Text	1	Code indicating what the cost of the trip was based on. (could be numeric unique id) From table Ref_Trip_Cost_Type
Transport_Provider_UBI	Text	9	The Unified Business Identifier of the business providing the transportation services to the client.
Other_Transport_Provider_Identifier	Text	30	A unique identifier of the business providing the transportation services to the client when the business does not have a UBI, such as a government entity, etc.
Trip_Type_Code	Integer		Code indicating the type of trip. From table Ref_Trip_Type
Comments	Text	255	Text field for comments concerning the specific trip.
Broker_File_Tx_Date	Date		The date the broker transmitted the file to DSHS (MM/DD/YYYY)

Broker_File_Batch_Num	Integer		A unique numeric batch number assigned by the broker to the transmitted file.
Adjustment_Indicator	Text	1	Set to "A" if the record is an adjustment (backout) record. Data element is null for non-adjustment records. An adjustment is accomplished by re-submitting the incorrect record with the Adjustment_Indicator set to "A". A new record is then submitted using the same Broker_Control_Number as the original record with the corrected data (Adjustment_Indicator is null in the corrected record). When the adjustment record is received, the Adjustment Indicator for the incorrect record will be set to "D". This will give three records in the database with the same Broker Control Number, one having an Adjustment Indicatore of (D = incorrect record), one with an A = Adjustment Backout Record, and one with an Adjustment Indicator that is Null indicating a correct record.

Exhibit F-10

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Transportation Services Billing and Payment

The Contractor shall submit accurate service transportation reports that shall include trips for the entire month in the format prescribed by DSHS/MPA to be used by MPA to calculate monthly direct service payments.

1. Billing

a. The Contractor shall submit invoices no more frequently than monthly on the A19 1-A State of Washington Invoice Form to DSHS by the twentieth (20th) calendar day following the month in which the transportation services were provided.

b. The Contractor shall organize the claims based on DSHS's programs whose services the Client received.

c. In the event the Contractor returns a bill to a Subcontractor for clarification or backup documentation, the Contractor may grant the Subcontractor sixty (60) additional calendar days to resubmit the bill to the Contractor.

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

(1) The individual who was transported was not an eligible Client as shown by:

(a) MPA eligibility data.

(b) Eligibility verified by a DSHS local office.

(c) Eligibility verified by a DSHS contracted Case Manager.

(2) The services received were not covered by the Client's medical program.

(3) The facility or provider that provided care to the transported eligible Client was not enrolled, or could not have been enrolled, if that facility or provider applied for a DSHS Core Provider Agreement.

e. Actual Cost per Trip in Excess of the Contracted Service Cost per Trip Rate. In the event that the Contractor's actual cost per trip should exceed the Contracted service cost per trip rate under this Contract, DSHS, as it considers necessary or advisable, may provide technical assistance to the Contractor to bring the actual cost per trip into compliance with the service cost per trip rate.

SAMPLE

2. Payment

a. DSHS shall reimburse the Contractor for only allowable trips based on monthly invoices and supporting reports:

(1) Submitted by the Contractor;

(2) Completed properly, and

(3) Submitted to the MPA Transportation Program Office.

b. DSHS shall consider payments to be made timely when they are made within thirty (30) calendar days after receipt of all required monthly reports and properly completed invoices.

c. DSHS shall send payments to the address designated on the Contractor's last submitted Contractor Intake Form.

d. DSHS may, at its sole discretion, withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of this Contract. This right to withhold payments for noncompliance is in addition to, and not in lieu of, any and all rights of DSHS under this Contract or by law.

3. Timeliness

a. The Contractor shall submit all invoices for reimbursement payments to DSHS within ninety (90) calendar days of the date on which the invoiced services were provided.

b. All invoices submitted more than ninety (90) calendar days after date-of-service shall be payable only if DSHS determines that good cause existed for the late submission.

c. All payments by DSHS of any one or more invoices submitted after the ninety (90) calendar day deadline shall not be a waiver of DSHS's Contractual right under this Contract not to pay any other invoices submitted after the ninety (90) calendar day deadline.

d. Payments under this Contract shall be subject to periodic review by DSHS to determine whether the Contractor is in compliance with the service cost per trip goal stated in this Contract.

4. Staff Travel. DSHS considers reimbursement to the Contractor for costs incurred by the Contractor's agents, employees, directors, and officers in the performance of this Contract to be included in administrative payments made to the Contractor. As such, DSHS shall not make any additional payments for costs related to Contractor staff travel.

SAMPLE

Exhibit F-11

BROKERED NON-EMERGENCY MEDICAL TRANSPORTATION

STATEMENT OF WORK

Performance Incentives and Penalties

1. Per Trip Service Cost Incentive

a. The per trip service cost baseline provided by DSHS will determine if the Contractor is eligible to receive this performance incentive. Calculation will be made using the following service cost baseline numbers:

January through March: xxxxx Notification will be made by April 2011
April through June: xxxxx
July through September: xxxxx
October through December: xxxxx

b. If the Contractor realizes a quarterly per trip service cost decrease (comparing year-to-year, as determined by DSHS and reported to the Contractor) from the service cost baseline of one (1) or more percent, the incentive for the quarter will be a 1% increase in the agreed monthly administrative payment. The amount of the incentive can rise incrementally by 1/10th of one percent up to a maximum of a 5% increase for the monthly billing. Payment will be made quarterly by the 20th of the second month of the following quarter.

2. Customer Services Center Performance Penalty

a. The Contractor shall submit Customer Services Center raw data monthly as part of the reports submitted with the invoice in one of the following ways:

(1) As generated directly by the telephone system; or

(2) Through manual means approved by DSHS prior to the contract start date

b. The data to be reported must include the following:

(1) Total number of incomplete calls that get busy signals.

(2) Monthly number of phone calls abandoned, listed by:

(a) Incoming.

(b) From queue.

(c) Average time to abandon.

SAMPLE

(3) Total delay time (in hours, minutes, seconds) prior to being answered by an agent.

(4) Total number of calls completed (answered by an agent).

(5) Average call length.

(6) Average after-call work time.

(7) Average number of daily phone calls received.

(8) The amount of telephone system inoperable time, in excess of one (1) hour, per incident.

3. Performance Penalty

a. The Contractor shall provide a live agent for each caller within a maximum of three minutes calculated from the end of the initial greeting or message plus any additional hold time after a courtesy live contact.

b. The standard is for all calls to be answered within the three minutes for a minimum of 80% of each month's total incoming calls, measured during the Contractor's normal business hours (Monday through Friday, 8 hours per day).

c. The penalty will be based on the monthly data calculated quarterly. Each month may receive a decrease in the agreed monthly administrative payment from 1-5% which can rise incrementally by 1/10th of one percent up to a maximum of a 5% deduction for each month. The penalty will be assessed and deducted from the payment made as of the 20th of the second month following the end of the quarter.

SAMPLE

BROKER NAME & LOGO

A DSHS HIPAA Business Associate

Date: _____

Medical Provider: _____ **Fax:** _____

Medical Service(s) Authorized: _____

Client Name: _____ **ProviderOne ID Number:** _____

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

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

DATE(S) OF SERVICES: _____

PLEASE CHECK ALL THAT APPLY:

I verify that:

___ Treatment/Service(s) for the Client is payable by **Medicaid**

___ Client's treatment/service(s) is being billed to **Medicare**: _____

___ Client's treatment is being billed to another insurance: _____

___ Authorization for treatment/service(s) has been received from MPA/DSHS

Medical treatment/service(s): _____

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

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

Health/Medical Provider Signature & Date

Thank you;
[Broker Contact Information]

Exhibit G

Current WACs

WAC 388-546-5000
Nonemergency transportation program definitions.

The following terms apply to WAC 388-546-5000, 388-546-5100, 388-546-5200, 388-546-5300, 388-546-5400, and 388-546-5500:

"Broker" means an organization or entity contracted with the department of social and health services (DSHS)/**medical assistance administration (MAA)** to arrange nonemergency transportation services for MAA's clients.

"Drop off point" means the place authorized by the transportation broker for the client's trip to end.

"Escort" means a person authorized by the broker to be transported with a client to a medical service. An escort may be authorized depending on the client's age, mental state or capacity, safety requirements, mobility requirements, communication or translation requirements, or cultural issues.

"Guardian" means a person who is legally responsible for a client and who may be required to be present when a client is receiving medical services.

"Local provider of type" means the medical provider within the client's local community who fulfills the requirements of the medical appointment. The provider may vary by medical specialty, the provider's acceptance of MAA's clients, and whether managed care, primary care case management or third party participation is involved.

"Noncompliance" means a client:

(1) Engages in violent, seriously disruptive, or illegal conduct;

(2) Poses a direct threat to the health and/or safety of self or others; or

(3) Fails to be present at the pickup point of the trip.

"Pickup point" means the place authorized by MAA's transportation broker for the client's trip to begin.

"Return trip" means the return of the client to the client's home, or another authorized return point, from the location where a covered medical service has occurred.

"Service mode" means the method of transportation the transportation broker selects to use for an MAA client.

"Stretcher trip" means a transportation service that requires a client to be transported in a prone or supine position. This may be by stretcher, board or gurney (reclined and with feet elevated). Medical or safety requirements must be the basis for transporting a client in the prone or supine position.

"Trip" means transportation one-way from the **pickup point** to the **drop off point** by an authorized transportation provider.

"Urgent care" means an unplanned appointment for a covered medical service with verification from an attending physician or facility that the client must be seen that day.

[Statutory Authority: RCW 74.08.090, 74.09.500, 74.04.050, 74.04.055, and 74.04.057. 01-06-029, § 388-546-5000, filed 3/2/01, effective 4/2/01.]

WAC 388-546-5100
Nonemergency transportation program scope of coverage.

(1) The department's health and recovery services administration (HRSA) covers transportation that is necessary for its clients to receive **medically necessary** HRSA covered services. See WAC 388-546-0100 through 388-546-1000 for Ambulance transportation that covers emergency ambulance transportation and limited nonemergency ground ambulance transportation as medical services.

(2) Licensed ambulance providers, who contract with HRSA's transportation brokers, may be reimbursed for nonemergency transportation services under WAC 388-546-5200 as administrative services.

(3) HRSA covers nonemergency transportation under WAC 388-546-5000 through 388-546-5500 as an administrative service as provided by the Code of Federal Regulations (42 CFR 431.53 and 42 CFR 440.170 (a)(2)). As a result, clients may not select the transportation provider(s) or the mode of transportation (**service mode**).

(4) Prior authorization by HRSA is required for all out-of-state nonemergency transportation. Border areas as defined by WAC 388-501-0175 are considered in-state under this section and subsequent sections.

(a) HRSA reviews requests for out-of-state nonemergency transportation in accordance with regulations for covered healthcare services, including WAC 388-501-0180, 388-501-0182 and 388-501-0184.

(b) Nonemergency transportation is not provided to or from locations outside of the United States and U.S. territories, except for the limitations for British Columbia, Canada, identified in WAC 388-501-0184.

(5) HRSA requires all nonemergency transportation to and from covered services to meet the following:

(a) The covered service must be medically necessary as defined in WAC 388-500-0005;

(b) It must be the lowest cost available service mode that is both appropriate and accessible to the client's medical condition and personal capabilities; and

(c) Be limited to the **local provider of type** as follows:

(i) Clients receiving services provided under HRSA's fee-for-service program may be transported only to the local provider of type. HRSA's transportation **broker** is responsible for considering and authorizing exceptions.

(ii) Clients enrolled in HRSA's managed care (healthy options) program may be transported to any **provider** supported by the client's managed care plan. Clients may be enrolled in a managed care plan but are obtaining a specific service not covered under the plan. The requirements in subsection (5)(c)(i) apply to these fee-for-service services.

(6) HRSA does not cover nonemergency transportation services if the covered medical services are within three-quarters of a mile walking distance from the client's residence. Exceptions to this rule may be granted by HRSA's transportation broker based on the client's documented medical condition or personal capabilities, or based on safety or physical accessibility concerns, as described in WAC 388-546-5400(1).

(7) A client must use personal or informal transportation alternatives if they are available and appropriate to the client's needs.

(8) If a fixed-route public transportation service is available to the client within three-quarters of a mile walking distance, the broker may require the client to use the fixed-route public transportation system unless the need for more specialized transportation is present and documented. Examples of such a need are the client's use of a portable ventilator, a walker or a quad cane.

(9) HRSA does not cover any nonemergency transportation service that is not addressed in WAC 388-546-1000 or in 388-546-5000 through 388-546-5500. See WAC 388-501-0160 for information about obtaining approval for noncovered transportation services, known as exception to rule (ETR).

(10) If a medical service is approved by ETR, both the broker and MAA must separately prior approve transportation to that service.

(11) HRSA may exempt members of federally recognized Indian tribes from the brokered transportation program. Where HRSA approves the request of a tribe or a tribal agency to administer or provide transportation services under WAC 388-546-5000 through 388-546-5400, tribal members obtain their transportation services as provided by the tribe or tribal agency.

(12) A client who is denied service under this chapter may request a fair hearing per chapter 388-02 WAC.

[Statutory Authority: RCW 74.04.050, 74.04.057, 74.08.090, 74.09.500, and 74.09.035. 08-08-064, § 388-546-5100,

filed 3/31/08, effective 5/1/08. Statutory Authority: RCW 74.08.090, 74.09.500, 74.04.050, 74.04.055, and 74.04.057. 01-06-029, § 388-546-5100, filed 3/2/01, effective 4/2/01.]

WAC 388-546-5200
Nonemergency transportation program broker and provider requirements.

(1) MAA requires that all nonambulance transportation providers serving MAA clients be under subcontract with the department's contracted transportation broker. MAA's transportation brokers may subcontract with ambulance providers for nonemergency trips in licensed ground ambulance vehicles as administrative services. See WAC 388-546-5100(2).

(2) MAA requires all contracted and subcontracted transportation providers under this chapter to be licensed, equipped, and operated in accordance with applicable federal, state, and local laws.

(3) MAA's transportation brokers determine the level of transportation service needed by the client and the mode of transportation to be used for each authorized **trip**.

(4) MAA's transportation brokers must comply with the terms specified in their contracts.

(5) MAA's transportation brokers may require up to forty-eight hours advance notice of a requested trip (see WAC 388-546-5300(2)) with the exception of hospital requests or **urgent care** trips. MAA allows its transportation brokers to accommodate requests that provide less than forty-eight hours advance notice, within the limits of the resources available to a broker at the time of the request.

(6) If MAA's transportation broker is not open for business and unavailable to give advance approval for a hospital discharge or urgent care request as described in subsection (5), the subcontracted transportation provider must either:

(a) Provide the transportation in accordance with the broker's instructions and request an after-the-fact authorization from the transportation broker within seventy-two hours of the transport; or

(b) Deny the transportation, if the requirements of this section cannot be met.

(7) If the subcontracted transportation provider provides transportation as described in subsection (6), the broker may agree to grant retroactive authorization as provided in WAC 388-546-5300(3). Such retroactive authorization must be:

(a) Documented as to the reasons retroactive authorization is needed; and

(b) Agreed to by the broker within seventy-two hours after the transportation to a medical appointment.

(8) MAA, through its transportation brokers, does not pay for transportation under the following conditions:

(a) Clients are not eligible for transportation services when medical services are within reasonable walking distance (normally three-quarters of a mile actual traveling distance), taking into account the client's documented medical condition and personal capabilities (see WAC 388-546-5100(6));

(b) Clients must use personal or informal transportation alternatives if they are available and appropriate to the clients' needs (see WAC 388-546-5100(7));

(c) If a fixed-route public transportation service is available to the client within three-quarters of a mile walking distance, the broker may require the client to use the fixed route public transportation under the terms of WAC 388-546-5100(8);

(d) MAA or MAA's transportation broker may deny transportation services requested if the request is not necessary, suitable, or appropriate to the client's medical condition (see WAC 388-546-5100 (1) and (5)(a));

(e) The medical services requiring transportation must be services that are covered by the client's medical program (see WAC 488-546-5100(1)); or

(f) The transportation selected by the broker for the client must be the lowest cost available alternative that is both appropriate and accessible to the client's medical condition and personal capabilities.

(9) The transportation broker mails a written notice of denial to each client who is denied coverage of transportation within three business days of the denial.

[Statutory Authority: RCW 74.08.090, 74.09.500, 74.04.050, 74.04.055, and 74.04.057. 01-06-029, § 388-546-5200, filed 3/2/01, effective 4/2/01.]

WAC 388-546-5300
Nonemergency transportation program client requirements.

(1) Clients must be compliant with MAA's transportation brokers, the brokers' subcontracted transportation providers, and MAA's medical services providers. A client who is in **noncompliance** may have limited transportation service mode options available. The broker mails the client a written notice of limited transportation service mode options within three business days of the broker's decision that transportation service mode options are limited.

(2) Clients must request, arrange and obtain authorization for transportation forty-eight hours in advance of a medical appointment. Exceptions to the forty-eight-hour advance arrangements are described in subsection (3) of this section and in WAC 388-546-5200 (5) and (6).

(3) If MAA's contracted broker is not open for business at the time nonemergency transportation is needed, the client must follow the transportation broker's instructions to obtain transportation service.

(4) MAA will cover a clients transportation to medically necessary covered services with local providers of type. Transportation services will be covered to nonlocal providers of type in the following circumstances:

(a) The client is enrolled in a healthy options managed health care plan and the client's primary care provider (PCP) or a PCP referred provider is not the closest available provider;

(b) The client's service is covered by a **third party** payer and the payer requires or refers

the client to a specific provider;

(c) A charitable or other voluntary program (e.g., Shriners) is paying for the client's medical service;

(d) The medical service required by the client is not available within the local healthcare service area;

(e) The total cost to MAA is lower when the services are obtained outside of the local healthcare service area; or

(f) The out-of-area service is required to provide continuity of care for the client's ongoing care as:

(i) Documented by the client's primary care provider; and

(ii) Agreed to by MAA's contracted transportation broker.

(5) MAA may require transportation brokers to refer any of the exception categories listed in subsection (4) to MAA's medical director or the medical director's designee for review and/or prior authorization of the medical service.

(6) If local medical services are not available to a client because of **noncompliance** with MAA's transportation brokers, the brokers' subcontracted transportation providers, or MAA's medical services providers, MAA does not cover nonemergency transportation to out-of-area medical services for the client. MAA's contracted broker mails a written notice to the client within three business days of the broker's determination that the client's documented noncompliance results in a denial to out-of-area transportation services.

[Statutory Authority: RCW 74.08.090, 74.09.500, 74.04.050, 74.04.055, and 74.04.057. 01-06-029, § 388-546-5300, filed 3/2/01, effective 4/2/01.]

WAC 388-546-5400
Nonemergency transportation program general reimbursement limitations.

(1) To be reimbursed, MAA requires that a trip be a minimum of three-quarters of a mile from pick-up point to drop off point (see WAC 388-546-5100(6)). MAA's transportation broker may grant exceptions to the minimum distance requirement for any of the following conditions:

(a) When there is medical justification for a shorter trip;

(b) When the trip involves an area that MAA's contracted broker considers to be unsafe for the client, other riders, or the driver; or

(c) When the trip involves an area that the broker determines is not physically accessible to the client.

(2) MAA reimburses for **return trips** from covered medical services if the return trips are directly related to the original trips. MAA, through its transportation broker, may deny coverage of a return trip if any delays in the return trip are for reasons not directly related to the original trip.

(3) MAA does not reimburse any costs related to intermediate stops that are not directly related to the original approved trip.

(4) MAA's transportation broker may authorize intermediate stops that are directly related to the original approved trip if the broker determines that the intermediate stop is likely to limit or eliminate the need for supplemental covered trips. MAA considers the following reasons to be related to the original trip:

(a) Transportation to and from an immediate subsequent medical referral; or

(b) Transportation to a pharmacy to obtain one or more prescriptions when the pharmacy is within a reasonable distance of the original medical appointment route.

(5) MAA may pay the costs of meals and lodging for clients who must be transported to out-of-area medical services. MAA's transportation brokers make the determination that meals and lodging are necessary based on client need and the reasonableness of costs (as measured against state per diem rates).

(6) MAA may pay transportation costs, including meals and lodging, for authorized **escorts.** MAA's transportation brokers make the determination that the costs of escorts are necessary based on client need and reasonableness of costs (as measured against state per diem rates).

(7) MAA does not provide escorts or pay the wages of escorts. MAA does not pay for the transportation of an escort when the client is not present unless the broker documents exceptional circumstances causing the broker to determine that the service is necessary to ensure that the client has access to medically necessary care.

(8) MAA may reimburse for the transportation of a **guardian** with or without the presence of the client if the broker documents its determination that such a service is necessary to ensure that the client has access to medically necessary care.

[Statutory Authority: RCW 74.08.090, 74.09.500, 74.04.050, 74.04.055, and 74.04.057. 01-06-029, § 388-546-5400, filed 3/2/01, effective 4/2/01.]

WAC 388-546-5500
Modifications of privately owned vehicles — Noncovered.

(1) The department does not cover the purchase or repair of equipment for privately owned vehicles or modifications of privately owned vehicles under the nonemergency transportation program.

(2) The purchase or repair of equipment for privately owned vehicles or modifications of privately owned vehicles is not a healthcare service. Exception to rule (ETR) as described in WAC 388-501-0160 is not available for this nonhealthcare service.

[Statutory Authority: RCW 74.08.090 and 42 C.F.R. Part 440. 10-05-079, § 388-546-5500, filed 2/15/10, effective 3/18/10. Statutory Authority: RCW 74.08.090, 74.09.500, 74.04.050, 74.04.055, and 74.04.057. 01-06-029, § 388-546-5500, filed 3/2/01, effective 4/2/01.]

Draft WACS

PROPOSED SECTION
388-546-5000 Nonemergency transportation - General

The department covers nonemergency nonambulance transportation to and from covered healthcare services, subject to the limitations and requirements under WAC 388-546-5000 through WAC 388-546-6200, as provided by the Code of Federal Regulations (42 CFR 431.53 and 42 CFR 440.170). See WAC 388-546-XXXX for nonemergency ambulance transportation.

PROPOSED SECTION
388-546-5100 Definitions

The following definitions and those found in WAC 388-500-0005 apply to nonemergency medical brokered transportation. Unless otherwise defined in WAC 388-546-5200 through WAC 388-546-5500, medical terms are used as commonly defined within the scope of professional medical practice in the state of Washington.

"**Broker"** - An organization or entity contracted with the department to arrange nonemergency transportation services for department clients.

"**Continuity of care**" - Addresses a client's medical condition requiring ongoing treatment

"**Drop off point**" - The location authorized by the transportation broker for the client's trip to end.

"**Escort**" - A person authorized by the transportation broker to be transported with a client to a healthcare service. An escort may be authorized depending on the client's age, mental state or capacity, safety requirements, mobility skills, communication skills, or cultural issues.

"Extended stay" – A period of time spanning seven days or longer for which a client(s) receives healthcare services outside of his or her local community and may request assistance with meals and/or lodging.

"**Guardian**" - A person who is legally responsible for a client and who may be required to be present when a client is receiving healthcare services.

"**Local community**" - The location in or nearest to the client's city or town of residence.

"**Local provider**" - The provider, as defined in WAC 388-500-0005, within the client's local community who fulfills the requirements of the healthcare appointment. The provider may vary by medical specialty, the provider's acceptance of the departments' clients, and whether managed care, primary care case management or third party participation is involved.

"**Lodging and meals**" - Temporary housing and meals in support of a client's out-of-area medical stay.

"**Mode**" – A method of transportation used by the general public that an individual client can use in a specific situation. Examples include, but are not limited to, the following:

(1) Walking or other personal conveyance;
(2) Mass transit (public bus) and paratransit (public bus service offered under the Americans with Disabilities Act or ADA). This includes public ferries;
(3) Personally-owned vehicles, such as assistance with gas vouchers, gas cards, and mileage reimbursement;
(4) Volunteer drivers;
(5) Regulated vehicles, such as taxis;
(6) Common carrier, such as airport shuttles, charter buses and intercity buses;
(7) Passenger vehicles, such as cars and vans that are not modified that can be used by people who do not need mobility aids such as walkers and wheelchairs;
(8) Accessible vehicles that are modified, such as vans with wheelchair lifts, used by people with mobility aids;
(9) Commercial ground, rail and air; and
(10) Water taxi.

"**Noncompliance or Noncompliant**" means a client:

(1) Fails to appear at the pick-up point of the trip at the scheduled pick-up time;

(2) Misuses or abuses DSHS-paid medical, transportation, or other services;

(3) Fails to comply with the rules, procedures, and/or policies of the department's transportation brokers, the brokers' subcontracted transportation providers, and healthcare service providers;

(4) Poses a direct threat to the health and/or safety of self or others; or

(5) Engages in violent, seriously disruptive, or illegal conduct.

"**Pickup point**" - The location authorized by the department's transportation broker for the client's trip to begin.

"**Return trip**" - The return of the client to the client's residence, or another authorized drop-off point, from the location where a covered healthcare service has occurred.

"**Service mode**" - The method of transportation the broker selects to use for the department's client.

"Short stay" – A period of time spanning one to six days for which a client(s) receives healthcare services outside of his or her local community and may request assistance with meals and/or lodging.

"Stretcher car or van" - A vehicle that can legally transport a client in a prone or supine position when the client does not require medical attention en route.

"**Stretcher trip**" - A transportation service that requires a client to be transported in a prone or supine position without medical attention during the trip. This may be by stretcher, board, or gurney, or other appropriate device. Medical or safety requirements must be the basis for transporting a client in the prone or supine position.

"**Trip**" - Transportation one-way from the pickup point to the drop off point by an authorized transportation provider.

"**Transportation provider**" means an individual or company under contract with a broker, for the provision of trips.

"**Urgent care**" means an unplanned appointment for a covered medical service with verification from an attending physician or facility that the client must be seen that day or the following day.

PROPOSED SECTION

388-546-5200 Nonemergency Transportation Broker and Provider Requirements

(1) The department's contracted transportation brokers:

- (a) Must determine the level of assistance needed by the client (e.g., curb-to-curb, door-to-door, door-through-door, hand-to-hand) and the service mode of transportation to be used for each authorized trip;
- (b) Must select the lowest cost available alternative or mode that is both appropriate and accessible to the client's medical condition and personal capabilities; and
- (c) May subcontract with licensed ambulance providers for nonemergency trips in licensed ground ambulance vehicles.

(2) The department requires:

- (a) Contracted transportation brokers to comply with the terms specified in their contracts;
- (b) Contracted brokers and subcontracted transportation providers to be licensed, equipped, and operating in accordance with applicable federal, state, and local laws;
- (c) Contracted transportation brokers to:
  - (i) Screen their employees and subcontracted transportation providers and employees prior to hiring or contracting, and on a ongoing basis thereafter, to assure that employees and contractors are not excluded from receiving federal funds as required by 42 U.S.C. 1320a–7 and 42 U.S.C. 1320c–5; and
  - (ii) Report immediately to the department any information discovered regarding an employee's or contractor's exclusion from receiving federal funds in accordance with 42 U.S.C. 1320a–7 and 42 U.S.C. 1320c–5.
- (d) Drivers and passengers to comply with all applicable federal, state, and local laws and regulations during transport.

(3) If the department's transportation broker is not open for business and is unavailable to give advance approval for transportation to an urgent care appointment or after a hospital discharge, the subcontracted transportation provider must either:

(a) Provide the transportation in accordance with the broker's instructions and request a retroactive authorization from the transportation broker within two business days of the transport; or
(b) Deny the transportation, if the requirements of this section cannot be met.

(4) If the subcontracted transportation provider provides transportation as described in subsection (3)(a) of this section, the transportation broker may agree to grant retroactive authorization.

(a) Documentation of the reason for the retroactive authorization must be kept in the client's file; and
(b) The retroactive authorization must be agreed to by the broker within two business days after the transportation to a covered healthcare appointment.

(5) Transportation brokers may refer any of the requests to transport a client to a provider outside the client's local community for covered healthcare services to the department's medical director or the medical director's designee for review and/or authorization.

PROPOSED SECTION
388-546-5300 Nonemergency medical transportation – Client eligibility

(1) The department pays for nonemergency transportation for medical assistance clients, including those enrolled in a department-contracted managed care organization (MCO) to and from healthcare services, when the healthcare service(s) meets the requirements in WAC 388-546-5500.

(2) The department pays for nonemergency transportation for clients covered under state-funded medical programs (medical care services program (MCS) as defined under WAC 388-501-0060 and alien emergency medical program) subject to funding appropriations.

(3) Clients assigned to the Patient Review and Coordination (PRC) program according to WAC 388-501-0135 may be restricted to certain providers. Nonemergency transportation brokers may only transport PRC clients to those providers which the client is assigned to, referred to by their PCP, or for covered services which do not require referrals. If a client assigned to PRC chooses a restricted provider, pharmacy, and/or hospital that is not in the client's local community, the client's transportation is limited per WAC 388-546-5700.

(4) Nonemergency transportation brokers, when requested by any federally recognized tribes that reside within the transportation broker's service region, may contract with tribes to provide transportation services. When the department approves the request of

a tribe or a tribal agency to administer or provide transportation services under WAC 388-546-5100 through WAC 388-546-6200, tribal members may obtain their transportation services from the tribe or tribal agency with coordination from and payment through the transportation broker.

PROPOSED SECTION
388-546-5400 Nonemergency transportation - Client requirements

(1) Clients must be compliant with the rules, procedures and/or policies of the department's transportation brokers, the brokers' subcontracted transportation providers and healthcare service providers. A client must also be compliant with applicable state, local, and federal laws during transport. A client who is noncompliant may have limited transportation service mode options available.
(2) Clients must request, arrange and obtain authorization for transportation at least two business days before a healthcare appointment, except when the request is for an urgent care appointment or a hospital discharge.
(3) Clients may not select the transportation provider(s) or the mode of transportation (service mode).

PROPOSED SECTION
388-546-5500 Nonemergency Transportation – Covered Trips

(1) The department covers nonemergency transportation for medical assistance clients to and from healthcare services when all of the following apply:

(a) The healthcare service is:
(i) Covered as defined in WAC 388-501-0050 through 388-501-0065; and
(ii) Within the scope of coverage of the eligible client's DSHS benefit services package; or
(iii) Covered by Medicare for clients with both Medicare and Medicaid coverage;
(b) The healthcare service is medically necessary as defined in WAC 388-500-0005;
(c) The healthcare services must be provided by a department contracted provider, managed care organization (MCO), or regional support network (RSN). See subsection (2) of this section for exception.
(d) The service mode is the lowest cost available service mode that is both appropriate and accessible to the client's medical condition and personal capabilities; and
(e) The trip is:
(i) A minimum of three-quarters of a mile from pick-up point to the drop-off point (see WAC 388-546-6200(6) for exceptions to the minimum distance requirement);
(ii) Authorized by the broker in advance of a client's travel; and
(iii) Limited to the local provider (see WAC 388-546-5700(3) for local provider exceptions).

(iv) Generally limited to one roundtrip per day, with the exception of multiple medical appointments.

(2) If the healthcare service is paid for by a third party, Veteran's Administration, Medicare, charitable or other voluntary program (etc., Shriners), subsection (1)(b) of this section does not apply.

(3) The following service categories cited in WAC 388-501-0060 are subject to the following exclusions and limitations:

(a) Adult day health (ADH) – Nonemergency transportation for ADH services is not provided through the brokers. ADH providers are responsible for arranging or providing transportation to ADH services.

(b) Ambulance – Nonemergency ambulance transportation is not provided through the brokers.

(c) Family planning services – Nonemergency transportation is not provided through the brokers for clients that are only enrolled on TAKE CHARGE or Family Planning Only Services.

(d) Hospice services – Nonemergency transportation is not provided through the brokers when the healthcare service is related to a client's hospice diagnosis. See WAC 388-551-1210.

(e) Medical equipment, durable (DME) – Nonemergency transportation is not provided through the brokers for DME services, with the exception of DME equipment that needs to be fitted to the client.

(f) Medical nutrition services - Nonemergency transportation is not provided through the brokers to pick up products.

(g) Medical supplies/equipment, nondurable (MSE) – Nonemergency transportation is not provided through the brokers for MSE services.

(h) Mental health services –

i. Nonemergency transportation is not provided through the brokers under the Involuntary Treatment ACT (ITA) for admissions, as defined in WAC 388-546-4000. The Department's Division of Behavioral Health and Recovery maintains responsibility for ITA transports.

ii. Nonemergency transportation brokers generally provide one round trip per day. Additional trips, such as for off-site activities, are the responsibility of the provider/facility.

(i) Substance abuse services — Nonemergency transportation is not provided through the brokers for substance abuse services for clients under the state-funded medical programs (medical care services program (MCS)).

(j) Chemical dependency services - Nonemergency transportation is not provided through the brokers for the following:

(i) Residential treatment;

(ii) Intensive inpatient;

(iii) Recovery house;

(iv) Long-term treatment;

(v) Information and assistance services, which include:

(A) Alcohol and drug information school,

(B) Information and crisis services; and

(C) Emergency service patrol.

PROPOSED SECTION
WAC 388-546-5600 Nonemergency Transportation – Intermediate Stops or Delays

(1) The department does not pay for any costs related to intermediate stops or delays that are not directly related to the original approved trip, including trips that would or did result in additional transportation costs due to client convenience.

(2) The department's transportation brokers may authorize intermediate stops or delays for clients that are directly related to the original approved trip if the transportation broker determines that the intermediate stop is likely to limit or eliminate the need for supplemental covered trips.

(3) The department considers the following reasons to be related to the original trip:
- (a) Transportation of the client to and from an immediate subsequent medical referral/appointment; or
- (b) Transportation of the client to a pharmacy to obtain one or more prescriptions when the pharmacy is within a reasonable distance of the usual route to the medical appointment.

PROPOSED SECTION
388-546-5700 Nonemergency Transportation – Local community and trips outside client's local community

(1) Clients receiving services provided under fee-for-service may be transported only to a provider in the client's local community. The department's broker is responsible for considering and authorizing exceptions (see WAC 388-546-5500 through WAC 388-546-6000).

(2) Clients enrolled in a department-contracted managed care organization (MCO) may be transported only to a provider in the client's local community that is supported by the client's MCO. Clients may be enrolled in a MCO but are obtaining a specific service not covered by the MCO. The requirements in subsection (1) of this section apply to these services that are paid for on a fee-for-service basis.

(3) Brokers may transport a client to a provider outside the client's local community for covered healthcare services when any of the following apply:
- (a) The healthcare service required by the client is not available within the client's local community. If the service to be obtained is not available locally, transportation may be authorized to a provider within the accepted community standard or the nearest location where the service can be obtained;
- (b) The client has provided documentation to the broker from their primary care provider (PCP), specialist or other appropriate provider verifying the medical necessity for the client to be served by a healthcare provider outside of the client's local community;
- (c) The healthcare service is paid by a third party payer who requires or refers the client to a specific provider within their network;

(d) The total cost including transportation to the department is lower when the healthcare service is obtained outside of the client's local community;

(e) A charitable or other voluntary program (e.g., Shriners) is paying for the client's healthcare service. The healthcare service must be received in the State of Washington or a recognized out-of-state bordering city;

(f) A provider outside the client's local community has been issued a global payment by the department for services the client will receive; or

(g) The transportation to a provider outside the client's local community is required due to a specific medical condition or ongoing course of treatment which requires continuity of care. The physical relocation of a client or provider, independent of other factors, does not constitute a need for the client to continue to be served by a specific provider or facility.

(i) Clients must provide sufficient medical information to the nonemergency medical transportation broker and/or the department justifying the need for transportation to a provider outside the client's local community for a specific medical condition or ongoing course of treatment. This documentation must be provided by the client's primary care provider, specialist or other appropriate healthcare provider.

(ii) The healthcare appointment must be related to the specific condition or ongoing course of treatment in order for the broker to transport to the provider outside the client's local community.

(h) A nonemergency transportation broker makes the determination as to whether a continuity of care issue exists after receiving documentation from the client's healthcare providers and consulting with the department. The medical transportation broker in consultation with the department uses criteria that includes, but are not limited to, the following specific medical conditions or ongoing courses of treatment:

(i) Active cancer treatment;

(ii) Recent transplant (within the last twelve months);

(iii) Scheduled surgery (within the next sixty days);

(iv) Major surgery (within the previous sixty days); or

(v) Third trimester of pregnancy.

(4) The department does not pay for nonemergency transportation to providers outside the client's local community if the client's noncompliance is the reason the local healthcare provider or service is not available.

PROPOSED SECTION

WAC 388-546-5800 Nonemergency Transportation – Trips Out-of-State/Out-of-Country

(1) The department reviews requests for out-of-state nonemergency transportation in accordance with regulations for covered healthcare services, including WAC 388-501-0180, 388-501-0182 and 388-501-0184.

(2) Nonemergency transportation is not provided to or from locations outside of the United States and U.S. territories, except for the limitations for British Columbia, Canada, identified in WAC 388-501-0184.

PROPOSED SECTION

388-546-5900 Nonemergency transportation – Meals, Lodging, Escort/Guardian

(1) The department may pay for meals and lodging for clients who must be transported to healthcare services outside of the client's local community. The department's transportation brokers determine when meals and lodging are necessary based on a client's individual need.

(2) The department's transportation broker may authorize payment for meals and lodging for up to one calendar month. Extensions beyond the initial calendar month must be prior authorized by the department's transportation broker on a month-to-month basis.

(3) Nonemergency transportation brokers must follow the department's guidelines when determining the reasonable costs of meals and lodging. The department's guidelines are:
   - (a) The reasonable cost of lodging for short and extended stays is measured against state per diem rates;
   - (b) For short stays, the cost of meals is measured against the state per diem rate.
   - (c) For extended stays, the reasonable cost of meals is measured against the state's basic food program. The maximum monthly allowable meal cost for extended stays is not to exceed state per diem rates.

(4) The department pays for the transportation of an authorized escort, including meals and lodging, when all of the following apply:
   - (a) The client is present, with the exception of subsection (5) of this section; and
   - (b) The department's contracted transportation broker determines the transportation costs of escorts are necessary based upon the client's age, mental state or capacity, safety requirements, mobility requirements, communication, or translation requirements, or cultural issues.

(5) The department may pay for the transportation of an authorized escort or guardian with or without the presence of the client if the broker documents its determination that the service is necessary to ensure that the client has access to medically necessary care.

(6) The department requires prior authorization for lodging and meals for all out-of-state nonemergency transportation. Border areas as defined by WAC 388-501-0175 are considered in-state under this section and subsequent sections.

PROPOSED SECTION

388-546-6000 Nonemergency transportation - Authorization

(1) All nonemergency transportation must be prior authorized by the department's contracted transportation broker, except as provided in WAC 388-546-5200(4) and WAC 388-546-6200(4).

(2) The transportation broker mails a written notice of denial to each client who is denied coverage of transportation within three business days of the denial.

(3) A client who is denied nonemergency transportation under this chapter may request an administrative hearing, if one is available under state and federal law.

(4) If the department approves a medical service under exception to rule (ETR), the authorization requirements of this section apply.

PROPOSED SECTION

388-546-6100 Nonemergency Transportation - Noncovered

(1) The department does not cover any nonemergency transportation that is not specifically addressed in WAC 388-546-5000 through WAC 388-546-6200.

(2) The department's contracted transportation brokers do not provide nonemergency transportation for admissions under the Involuntary Treatment ACT (ITA), as defined in WAC 388-546-4000.

(3) The department does not provide escorts or cover the cost of wages of escorts.

PROPOSED SECTION

388-546-6200 Nonemergency transportation - Reimbursement

(1) To receive payment, the department's transportation broker must authorize all reimbursement for trips, meals and lodging in advance of the client's travel.

(2) A client must request reimbursement of preauthorized expenditures for trips, meals, and lodging within thirty days after his or her medical appointment(s).

(3) To be reimbursed for mileage, fuel/gas, parking, bridge, toll, and ferry fees, the requestor must provide the department's transportation broker with legible copies of:
   - (a) The operator's driver's license;
   - (b) Current vehicle registration; and
   - (c) Proof of insurance for the vehicle/operator.

(4) The department or the department's transportation broker may consider the post authorization and reimbursement of transportation costs, including meals and lodging when:
   - (a) A client is approved for a retroactive eligibility period, or is approved for a delayed certification period as defined in WAC 388-500-0005;
   - (b) The transportation costs were not used to meet a client spenddown liability per WAC 388-519-0110;
   - (c) The transportation costs for which retroactive reimbursement is requested falls within the period of retroactive eligibility or delayed certification;
   - (d) The client received medically necessary services that were covered by their medical program for the date(s) of service for which retroactive reimbursement is requested;
   - (e) The request for retroactive reimbursement is made within sixty days from the date of eligibility notification *(Award letter)*, not to exceed eight months from the date(s) of service for which reimbursement is requested; and
   - (f) The transportation cost for which retroactive reimbursement is requested does not exceed the transportation cost that would have been authorized by the transportation broker on the date(s) of service for which reimbursement is requested.

(5) To be reimbursed for nonemergency transportation services, licensed ambulance and nonambulance transportation providers must be subcontracted with one of the department's contracted transportation brokers.

(6) The department, through its contracted transportation brokers, does not pay for nonemergency transportation when:

(a) The healthcare service the client is requesting transportation to or from is not a service covered by the client's medical program.

(b) The covered healthcare service is within three-quarters of a mile from the pick-up point, except when:

  (i) The client’s documented and verifiable medical condition and personal capabilities demonstrates that the client is not able to walk three-quarters mile distance;

  (ii) The trip involves an area that the broker considers to be unsafe for the client or driver; or

  (iii) The trip involves an area that the broker determines is not physically accessible to the client.

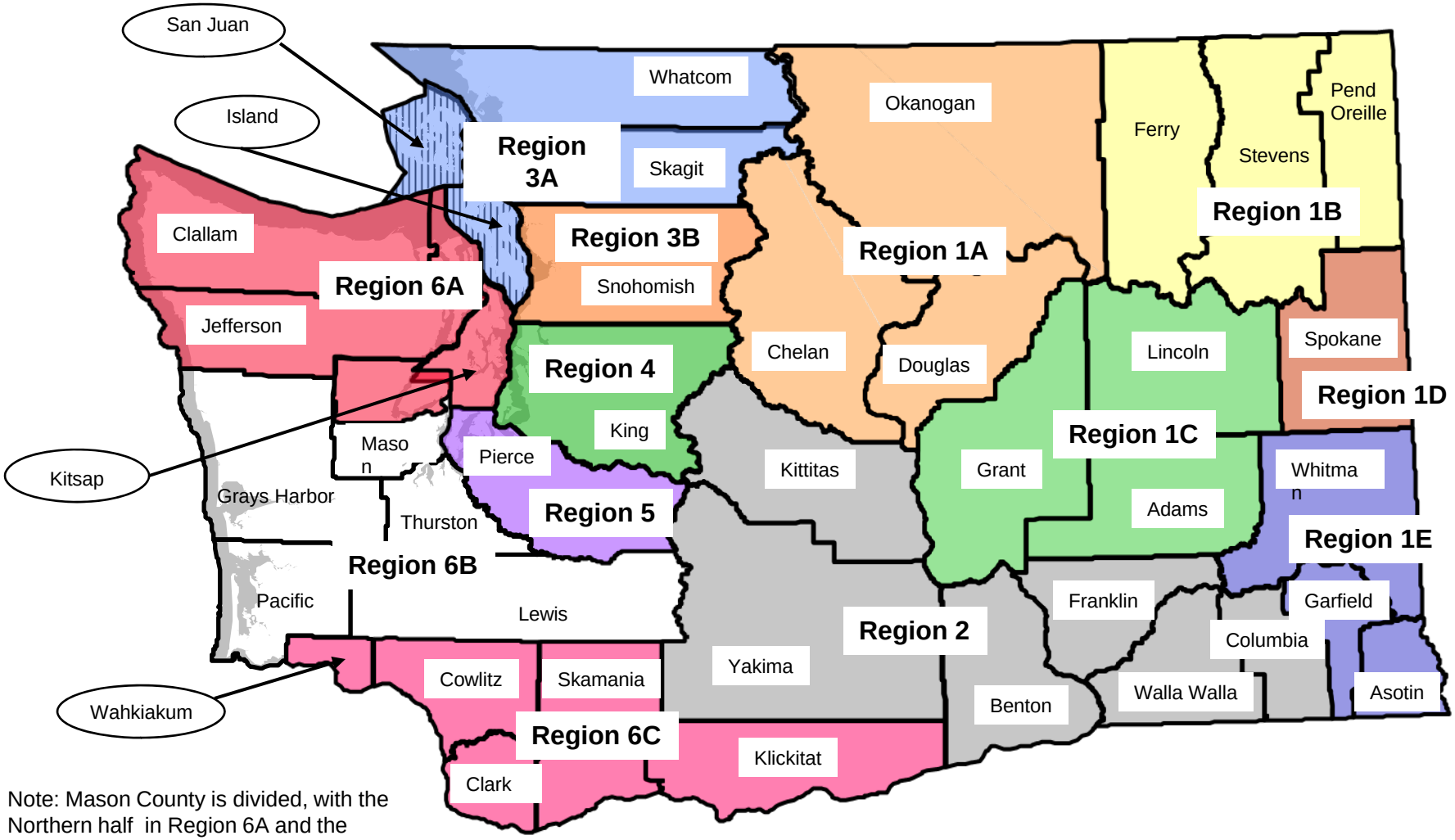
(c) The client has personal or informal transportation resources that are available and appropriate to the clients' needs;

(d) Fixed-route public transportation service is available to the client within three-quarters of a mile walking distance. Exceptions to this rule may be granted by the transportation broker when the need for more specialized transportation is documented. Examples of such a need may be the client’s use of a portable ventilator, a walker or a quad cane; or

(e) The mode of transport that the client requests is not necessary, suitable, or appropriate to the client's medical condition.

Exhibit H

Transportation Broker Regions



Note: Mason County is divided, with the Northern half in Region 6A and the Southern half in Region 6B.

As of May 1, 2010

Broker Region 1C: Adams, Grant, and Lincoln counties			
Broker (old R-11)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	720	673	775
Ambulatory	12,567	11,846	6,620
Non-Ambulatory	5,402	5,395	4,450
Public Bus-ADA	15	130	212
Voucher	12,624	15,162	11,098
Mileage	42	48	36
Volunteer-Agency	830	281	250
Volunteer-Broker	2,691	4,148	3,449
Airline	0	0	0
Commercial Bus	11	12	7
Train	0	0	0
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	34,902	37,695	26,897
Out of State	0	0	0
Meals & Lodging - in state	1,537	1,555	1,234
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	34,902	37,695	26,897
Mode: Expenses			
Public Bus	$ 1,174	$ 1,257	$ 1,327
Ambulatory	497,553	428,564	256,527
Non-Ambulatory	276,551	279,884	235,452
Public Bus-ADA	355	-	318
Voucher	220,779	225,234	154,700
Mileage	548	573	412
Volunteer-Agency	49,370	15,254	9,992
Volunteer-Broker	154,392	249,756	178,529

Airline	-	-	-
Commercial Bus	331	715	272
Train	-	-	-
Ferry	-	-	-
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	1,201,053	1,201,237	837,528
Admin. Costs	165,900	169,884	127,413
Monthly Sub-total	1,366,953	1,371,121	964,941
Out of State	-	-	-
Meals & Lodging - in state	55,177	61,685	44,897
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 1,422,129	$ 1,432,806	$ 1,009,839
Mode: Cost per Trip			
Public Bus	$ 1.63	$ 1.87	$ 1.71
Ambulatory	39.59	36.18	38.75
Non-Ambulatory	51.19	51.88	52.91
Public Bus-ADA	23.67	-	1.50
Voucher	17.49	14.86	13.94
Mileage	13.05	11.94	11.44
Volunteer-Agency	59.48	54.29	39.97
Volunteer-Broker	57.37	60.21	51.76

Service Total	34.41	31.87	31.14	
Admin. Costs	4.75	4.51	4.74	
MONTHLY GRAND TOTAL	$ 40.75	$ 38.01	$ 37.54	
Special Programs: Trips	YTD	YTD		
Mental Health	2,153	3,395	2,959	
DDDS	186	183	154	
DASA Daycare	0	0	0	
Adoption Support	14	9	0	
Methadone	733	584	119	
Adult Day Health	0	0	0	No ADH trips planned for SFY2011
Non-KDP Dialysis	10,821	10,829	7,316	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	13,907	15,000	10,548	
All Other Medicaid Trips	20,995	22,695	16,349	
TOTAL TRIPS	34,902	37,695	26,897	
Special Programs: Expenses				
Mental Health	$ 32,704	$ 63,049	$ 51,123	
DDDS	9,945	9,175	7,268	
DASA Daycare	-	-	-	
Adoption Support	584	348	-	
Methadone	35,883	29,417	3,952	
Adult Day Health	-	-	-	No ADH trips planned for SFY2011
Non-KDP Dialysis	337,922	339,736	282,093	
Medicare "Duals"		-	-	
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	417,038	441,725	344,436	

All Other Medicaid Costs	784,015	759,512	493,092	
TOTAL COSTS	$ 1,201,053	$ 1,201,237	$ 837,528	
Special Programs: Cost/Trip				
Mental Health	$ 15.19	$ 18.57	$ 17.28	
DDDS	53.47	50.14	47.20	
DASA Daycare	-	-	-	
Adoption Support	-	38.63	-	
Methadone	48.95	50.37	33.21	
Adult Day Health	-	-	-	No ADH trips planned for SFY2011
Non-KDP Dialysis	31.23	31.37	38.56	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	29.99	29.45	32.65	
All Other Medicaid Costs	37.34	33.47	30.16	
TOTAL COSTS	$ 34.41	$ 31.87	$ 31.14	
All Trips	34,902	37,695	26,897	
ADH trips	0	0	0	
Net (non-ADH trips)	34,902	37,695	26,897	
			Annualized	
			(X/9)*12	
YE non-ADH trips	34,902	37,695	35,863	
Year-over-Year increase/decrease		8.0%	-4.9%	

Broker Region 1C RFP Target: 35,900

Broker Region 1D: Spokane County			
Broker (old R-12)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	112,965	119,268	87,516
Ambulatory	57,140	51,214	27,785
Non-Ambulatory	34,291	33,123	16,372
Public Bus-ADA	24,717	26,280	21,539
Voucher	22,167	21,104	12,298
Mileage	6	2	0
Volunteer-Agency	2,012	1,612	1,109
Volunteer-Broker	1,580	1,874	1,583
Airline	94	78	53
Commercial Bus	79	59	71
Train	3	7	6
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	255,054	254,621	168,332
Out of State	19	8	8
Meals & Lodging - in state	2,851	1,533	819
Meals & Lodging - out of state	13	20	53
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	255,073	254,629	168,340
			9
Mode: Expenses			
Public Bus	$ 357,397	$ 386,795	$ 302,663
Ambulatory	1,024,525	903,154	466,647
Non-Ambulatory	1,007,359	1,040,643	509,753
Public Bus-ADA	43,982	42,283	37,834
Voucher	104,370	97,686	64,846
Mileage	338	252	-
Volunteer-Agency	68,673	58,859	33,109
Volunteer-Broker	38,856	51,789	43,798
Airline	23,220	18,448	12,580
Commercial Bus	3,634	3,444	3,783
Train	102	238	335
Ferry	-	-	-
Foster Parent	-	-	-

Ancillary	170	147	15	
Service Total	2,672,625	2,603,738	1,475,361	
Admin. Costs	681,480	697,836	515,736	
Monthly Sub-total	3,354,105	3,301,574	1,991,097	
Out of State	8,089	5,240	4,164	
Meals & Lodging - in state	79,085	88,391	45,205	
Meals & Lodging - out of state	1,526	1,340	1,435	
Vehicle Modif/Lift	-	-	-	
MONTHLY GRAND TOTAL	$ 3,442,805	$ 3,396,545	$ 2,041,901	
Mode: Cost per Trip				
Public Bus	$ 3.16	$ 3.24	$ 3.46	
Ambulatory	17.93	17.63	16.79	
Non-Ambulatory	29.38	31.42	31.14	
Public Bus-ADA	1.78	1.61	1.76	
Voucher	4.71	4.63	5.27	
Mileage	56.26	126.00	-	
Volunteer-Agency	34.13	36.51	29.85	
Volunteer-Broker	24.59	27.64	27.67	
Service Total	10.48	10.23	8.76	
Admin. Costs	2.67	2.74	3.06	
MONTHLY GRAND TOTAL	$ 13.50	$ 13.34	$ 12.13	
Special Programs: Trips	YTD	YTD	YTD	
Mental Health	93,493	95,217	67,193	
DDDS	670	699	729	
DASA Daycare	0	0	0	
Adoption Support	125	146	34	
Methadone	4,291	7,470	5,195	
Adult Day Health	18,045	17,586	4,195	No ADH trips planned for SFY2011
Non-KDP Dialysis	25,710	24,978	17,407	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	142,334	146,096	94,753	
All Other Medicaid Trips	112,720	108,525	75,425	
TOTAL TRIPS	255,054	254,621	170,178	

Special Programs: Expenses				
Mental Health	$ 474,234	$ 456,539	$ 294,739	
DDDS	11,476	12,140	13,224	
DASA Daycare	-	-	-	
Adoption Support	1,548	879	351	
Methadone	9,711	15,195	7,984	
Adult Day Health	562,423	462,024	14,537	No ADH trips planned for SFY2011
Non-KDP Dialysis	394,656	421,650	289,058	
Medicare "Duals"		-	-	
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	1,454,048	1,368,427	619,892	
All Other Medicaid Costs	1,218,576	1,235,311	855,469	
TOTAL COSTS	$ 2,672,625	$ 2,603,738	$ 1,475,361	
Special Programs: Cost/Trip				
Mental Health	$ 5.07	$ 4.79	$ 4.39	
DDDS	17.13	17.37	18.14	
DASA Daycare	-	-	-	
Adoption Support	12.39	6.02	10.33	
Methadone	2.26	2.03	1.54	
Adult Day Health	31.17	26.27	3.47	No ADH trips planned for SFY2011
Non-KDP Dialysis	15.35	16.88	16.61	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	10.22	9.37	6.54	
All Other Medicaid Costs	10.81	11.38	11.34	
TOTAL COSTS	$ 10.48	$ 10.23	$ 8.67	
All Trips	255,054	254,621	168,332	
ADH trips	18,045	17,586	4,195	
Net (non-ADH trips)	237,009	237,035	164,137	

			Annualized
			(X/9)*12
YE non-ADH trips	237,009	237,035	218,849
Year-over-Year increase/decrease		0.0%	-7.7%

Broker Region 1D RFP Target: 218,800

Broker Region 1E: Asotin, Whitman, Garfield Counties			
Broker (old R-13)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	0	0	0
Ambulatory	19,882	19,546	12,285
Non-Ambulatory	1,549	2,736	2,809
Public Bus-ADA	280	362	178
Voucher	843	1,008	367
Mileage	5,383	5,008	4,000
Volunteer-Agency	1,303	935	586
Volunteer-Broker	3,166	3,798	2,601
Airline	72	77	93
Commercial Bus	0	1	0
Train	0	0	0
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	32,478	33,471	22,919
Out of State	0	0	0
Meals & Lodging - in state	1,614	1,407	792
Meals & Lodging - out of state	0	4	0
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	32,478	33,471	22,919
Mode: Expenses			
Public Bus	$ -	$ -	$ -

Ambulatory	514,397	585,040	463,270
Non-Ambulatory	80,569	131,898	140,391
Public Bus-ADA	558	124	71
Voucher	12,340	12,714	6,390
Mileage	61,351	75,008	63,130
Volunteer-Agency	3,312	2,938	1,836
Volunteer-Broker	76,001	103,627	68,640
Airline	20,052	23,655	26,023
Commercial Bus	-	140	-
Train	-	-	-
Ferry	-	-	-
Foster Parent	-	-	-
Ancillary	437	520	235
Service Total	769,016	935,664	769,987
Admin. Costs	119,580	122,460	91,845
Monthly Sub-total	888,596	1,058,124	861,832
Out of State	-	-	-
Meals & Lodging - in state	51,189	55,795	31,619
Meals & Lodging - out of state	-	160	-
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 939,785	$ 1,114,079	$ 893,450
Mode: Cost per Trip			
Public Bus	$ -	$ -	$ -

Ambulatory	25.87	29.93	37.71	
Non-Ambulatory	52.01	48.21	49.98	
Public Bus-ADA	1.99	0.34	0.40	
Voucher	14.64	12.61	17.41	
Mileage	11.40	14.98	15.78	
Volunteer-Agency	2.54	3.14	3.13	
Volunteer-Broker	24.01	27.28	26.39	
Service Total	23.68	27.95	33.60	
Admin. Costs	3.68	3.66	4.01	
MONTHLY GRAND TOTAL	$ 28.94	$ 33.28	$ 38.98	
Special Programs: Trips	YTD	YTD		
Mental Health	10,421	9,742	5,198	
DDDS	71	54	49	
DASA Daycare	0	0	0	
Adoption Support	172	82	67	
Methadone	0	0	0	
Adult Day Health	523	1,189	555	No ADH trips planned for SFY2011
Non-KDP Dialysis	2,425	2,806	2,489	
Medicare "Duals"	727	838	540	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	14,339	14,711	8,898	
All Other Medicaid Trips	18,125	18,760	14,021	
TOTAL TRIPS	32,464	33,471	22,919	
Special Programs: Expenses				
Mental Health	$ 106,250	$ 113,929	$ 80,976	
DDDS	2,509	2,688	1,615	
DASA Daycare	-	-	-	

Adoption Support	8,876	8,972	7,276	
Methadone	-	-	-	
Adult Day Health	11,325	38,356	23,200	No ADH trips planned for SFY2011
Non-KDP Dialysis	45,002	87,522	72,865	
Medicare "Duals"	9,500	10,547	9,825	
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	183,462	262,014	195,757	
All Other Medicaid Costs	585,527	688,265	574,216	
TOTAL COSTS	$ 768,989	$ 950,279	$ 769,973	
Special Programs: Cost/Trip				
Mental Health	$ 10.20	$ 11.69	$ 15.58	
DDDS	35.34	49.79	32.95	
DASA Daycare	-	-	-	
Adoption Support	51.60	109.41	108.60	
Methadone	-	-	-	
Adult Day Health	21.65	32.26	41.80	No ADH trips planned for SFY2011
Non-KDP Dialysis	18.56	31.19	29.27	
Medicare "Duals"	13.07	12.59	18.19	
SPECIAL PROGRAM TOTAL	12.79	17.81	22.00	
All Other Medicaid Costs	32.30	36.69	40.95	
TOTAL COSTS	$ 23.69	$ 28.39	$ 33.60	

All Trips	32,478	33,471	22,919
ADH trips	523	1,189	555
Net (non-ADH trips)	31,955	32,282	22,364
			Annualized
			(X/9)*12
YE non-ADH trips	31,955	32,282	29,819
Year-over-Year increase/decrease		1.0%	-7.6%

Broker Region 1E RFP Target: 29,800

Broker Region 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and Yakima counties			
Broker (old R-8)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	6,956	8,635	9,596
Ambulatory	61,434	61,681	46,785
Non-Ambulatory	19,208	16,938	14,187
Public Bus-ADA	47,194	51,803	25,140
Voucher	11,492	13,771	10,231
Mileage	2,667	2,055	1,714
Volunteer-Agency	0	0	0
Volunteer-Broker	2,411	2,257	1,325
Airline	0	0	0
Commercial Bus	55	20	16
Train	2	0	0
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	151,419	157,160	108,994
Out of State	53	11	13
Meals & Lodging - in state	7,004	7,833	4,842
Meals & Lodging - out of state	30	11	350
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	151,472	157,171	109,007
Mode: Expenses			
Public Bus	$	$	$

	25,498	34,383	20,791
Ambulatory	2,887,203	3,075,273	2,374,400
Non-Ambulatory	1,016,829	952,098	758,261
Public Bus-ADA	46,752	57,087	46,616
Voucher	251,588	241,008	172,808
Mileage	65,501	73,786	51,670
Volunteer-Agency	-	-	-
Volunteer-Broker	194,982	204,787	123,446
Airline	-	-	-
Commercial Bus	2,652	1,392	890
Train	54	-	-
Ferry	-	-	-
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	4,491,057	4,639,813	3,548,882
Admin. Costs	559,686	573,120	431,710
Monthly Sub-total	5,050,743	5,212,933	3,980,592
Out of State	3,963	3,155	2,325
Meals & Lodging - in state	275,105	323,560	186,671
Meals & Lodging - out of state	414	473	3,118
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 5,330,225	$ 5,540,121	$ 4,172,707
Mode: Cost per Trip			
Public Bus	$	$	$

	3.67	3.98	2.17	
Ambulatory	47.00	49.86	50.75	
Non-Ambulatory	52.94	56.21	53.45	
Public Bus-ADA	0.99	1.10	1.85	
Voucher	21.89	17.50	16.89	
Mileage	24.56	35.91	30.15	
Volunteer-Agency	-	-	-	
Volunteer-Broker	80.87	90.73	93.17	
Service Total	29.66	29.52	32.56	
Admin. Costs	3.69	3.65	3.96	
MONTHLY GRAND TOTAL	$ 35.19	$ 35.25	$ 38.28	
Special Programs: Trips	YTD	YTD	YTD	
Mental Health	13,130	13,326	11,421	
DDDS	665	676	606	
DASA Daycare	0	0	0	
Adoption Support	0	0	0	
Methadone	7,568	7,484	4,499	
Adult Day Health	0	30,723	7,990	No ADH trips planned for SFY2011
Non-KDP Dialysis	39,890	35,534	30,150	
Medicare "Duals"		0	0	
Pharmacy Access	2	0	9	
SPECIAL PROGRAM TOTAL	61,255	87,743	54,675	
All Other Medicaid Trips	90,178	69,417	54,319	
TOTAL TRIPS	151,433	157,160	108,994	
Special Programs: Expenses				
Mental Health	$ 220,095	$ 217,875	$ 218,338	
DDDS	29,209	34,433	31,079	

DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	227,440	244,854	194,169	
Adult Day Health	-	54,794	25,109	No ADH trips planned for SFY2011
Non-KDP Dialysis	1,004,660	852,637	736,752	
Medicare "Duals"		-	-	
Pharmacy Access	54	-	337	
SPECIAL PROGRAM TOTAL	1,481,457	1,404,594	1,205,784	
All Other Medicaid Costs	3,012,670	3,235,219	2,343,098	
TOTAL COSTS	$ 4,494,126	$ 4,639,813	$ 3,548,882	
Special Programs: Cost/Trip				
Mental Health	$ 16.76	$ 16.35	$ 19.12	
DDDS	43.92	50.94	51.29	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	30.05	32.72	43.16	
Adult Day Health	-	1.78	3.14	No ADH trips planned for SFY2011
Non-KDP Dialysis	25.19	23.99	24.44	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	24.19	16.01	22.05	
All Other Medicaid Costs	33.41	46.61	43.14	
TOTAL COSTS	$ 29.68	$ 29.52	$ 32.56	

All Trips	151,419	157,160	108,994
ADH trips	0	30,723	7,990
Net (non-ADH trips)	151,419	126,437	101,004
			Annualized
			(X/9)*12
YE non-ADH trips	151,419	126,437	134,672
Year-over-Year increase/decrease		-16.5%	6.5%

Broker Region 2 RFP Target: 134,700

Broker Region 3A: Island, San Juan, Skagit, and Whatcom counties			
Broker (old R-1)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	30,751	35,574	30,969
Ambulatory	46,391	50,127	30,821
Non-Ambulatory	4,873	4,717	2,821
Public Bus-ADA	69,132	71,800	56,556
Voucher	14,827	16,706	9,553
Mileage	904	1,041	880
Volunteer-Agency	923	1,048	419
Volunteer-Broker	0	0	0
Airline	2	2	5
Commercial Bus	3	7	0
Train	0	0	0
Ferry	2,169	2,649	1,730
Foster Parent	0	0	0
Service Total	169,975	183,671	133,754
Out of State	0	4	0
Meals & Lodging - in state	1,728	3,410	2,160
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	169,975	183,675	133,754
Mode: Expenses			

Public Bus	$ 53,650	$ 63,935	$ 60,385
Ambulatory	1,350,833	1,459,209	945,786
Non-Ambulatory	259,485	302,815	204,679
Public Bus-ADA	68,070	69,720	54,662
Voucher	153,322	176,816	94,879
Mileage	8,614	11,715	11,787
Volunteer-Agency	41,154	59,927	23,925
Volunteer-Broker	-	-	-
Airline	96	112	265
Commercial Bus	41	269	-
Train	-	-	-
Ferry	25,703	32,364	21,619
Foster Parent	-	-	-
Ancillary	333	253	244
Service Total	1,961,300	2,177,134	1,418,232
Admin. Costs	711,428	833,511	540,139
Monthly Sub-total	2,672,728	3,010,645	1,958,371
Out of State	-	2,490	-
Meals & Lodging - in state	76,247	148,791	84,889
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 2,748,975	$ 3,161,925	$ 2,043,260
Mode: Cost per Trip			

Public Bus	$ 1.74	$ 1.80	$ 1.95	
Ambulatory	29.12	29.11	30.69	
Non-Ambulatory	53.25	64.20	72.56	
Public Bus-ADA	0.98	0.97	0.97	
Voucher	10.34	10.58	9.93	
Mileage	9.53	11.25	13.39	
Volunteer-Agency	44.59	57.18	57.10	
Volunteer-Broker	-	-	-	
Service Total	11.54	11.85	10.60	
Admin. Costs	4.19	4.54	4.04	
MONTHLY GRAND TOTAL	$ 16.17	$ 17.21	$ 15.28	
Special Programs: Trips	YTD	YTD	YTD	
Mental Health	41,255	48,356	34,263	
DDDS	467	424	310	
DASA Daycare	0	0	0	
Adoption Support	0	0	0	
Methadone	17,314	24,649	17,047	
Adult Day Health	9,619	9,177	982	
Non-KDP Dialysis	9,316	8,289	7,054	
Medicare "Duals"		0	0	No ADH trips planned for SFY2011
Pharmacy Access	227	324	215	
SPECIAL PROGRAM TOTAL	78,218	91,219	59,871	
All Other Medicaid Trips	91,757	92,452	73,883	
TOTAL TRIPS	169,975	183,671	133,754	
Special Programs: Expenses				
Mental Health	$ 167,151	$ 187,558	$ 122,504	
DDDS	18,240	18,318	12,936	

DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	327,619	380,185	250,726	
Adult Day Health	60,791	69,632	3,532	
Non-KDP Dialysis	159,298	146,211	108,665	
Medicare "Duals"		-	-	No ADH trips planned for SFY2011
Pharmacy Access	874	1,273	870	
SPECIAL PROGRAM TOTAL	733,973	803,178	499,234	
All Other Medicaid Costs	1,227,326	1,373,956	918,998	
TOTAL COSTS	$ 1,961,300	$ 2,177,134	$ 1,418,232	
Special Programs: Cost/Trip				
Mental Health	$ 4.05	$ 3.88	$ 3.58	
DDDS	39.06	43.20	41.73	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	18.92	15.42	14.71	
Adult Day Health	6.32	7.59	3.60	
Non-KDP Dialysis	17.10	17.64	15.40	
Medicare "Duals"	-	-	-	No ADH trips planned for SFY2011
SPECIAL PROGRAM TOTAL	9.38	8.80	8.34	
All Other Medicaid Costs	13.38	14.86	12.44	
TOTAL COSTS	$ 11.54	$ 11.85	$ 10.60	

All Trips	169,975	183,671	133,754
ADH trips	9,619	9,177	982
Net (non-ADH trips)	160,356	174,494	132,772
			Annualized
			(X/9)*12
YE non-ADH trips	160,356	174,494	177,029
Year-over-Year increase/decrease	8.8%	1.5%	

Broker Region 3A RFP Target: 177,000

Broker Region 3B: Snohomish County			
Broker (old R-2)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	50,097	72,841	68,790
Ambulatory	129,069	132,452	82,487
Non-Ambulatory	45,733	50,837	34,565
Public Bus-ADA	12	0	0
Voucher	13,965	14,905	11,598
Mileage	3,148	3,026	2,025
Volunteer-Agency	1,584	2,622	2,334
Volunteer-Broker	0	0	0
Airline	0	1	0
Commercial Bus	5	0	1
Train	1	0	0
Ferry	4	0	0
Foster Parent	0	0	0
Service Total	243,618	276,684	201,800
Out of State	4	0	0
Meals & Lodging - in state	584	296	939
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	243,622	276,684	201,800
Mode: Expenses			

Public Bus	$ 241,650	$ 337,663	$ 300,402
Ambulatory	3,584,948	3,914,064	2,370,616
Non-Ambulatory	1,727,238	2,016,561	1,319,817
Public Bus-ADA	27	-	-
Voucher	78,308	75,649	63,154
Mileage	15,695	18,848	12,111
Volunteer-Agency	110,562	179,570	175,039
Volunteer-Broker	-	-	-
Airline	-	111	-
Commercial Bus	119	-	50
Train	-	-	-
Ferry	29	-	-
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	5,758,576	6,542,467	4,241,189
Admin. Costs	561,180	574,656	430,992
Monthly Sub-total	6,319,756	7,117,123	4,672,181
Out of State	2,290	-	-
Meals & Lodging - in state	45,815	82,229	60,668
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 6,367,861	$ 7,199,352	$ 4,732,849
Mode: Cost per Trip			

Public Bus	$ 4.82	$ 4.64	$ 4.37	
Ambulatory	27.78	29.55	28.74	
Non-Ambulatory	37.77	39.67	38.18	
Public Bus-ADA	2.25	-	-	
Voucher	5.61	5.08	5.45	
Mileage	4.99	6.23	5.98	
Volunteer-Agency	69.80	68.49	75.00	
Volunteer-Broker	-	-	-	
Service Total	23.64	23.65	21.02	
Admin. Costs	2.30	2.08	2.14	
MONTHLY GRAND TOTAL	$ 26.14	$ 26.02	$ 23.45	
Special Programs: Trips	YTD	YTD	YTD	
Mental Health	22,886	27,553	27,779	
DDDS	701	792	679	
DASA Daycare	755	698	339	
Adoption Support	0	0	0	
Methadone	40,541	50,252	44,239	
Adult Day Health	42,700	48,888	10,348	
Non-KDP Dialysis	30,622	33,298	25,054	
Medicare "Duals"		0	0	No ADH trips planned for SFY2011
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	138,205	161,481	108,438	
All Other Medicaid Trips	105,415	115,203	93,362	
TOTAL TRIPS	243,620	276,684	201,800	
Special Programs: Expenses				
Mental Health	$ 350,416	$ 432,325	$ 421,052	
DDDS				

	23,661	28,958	22,538	
DASA Daycare	5,181	5,618	5,149	
Adoption Support	-	-	-	
Methadone	485,486	599,897	423,970	
Adult Day Health	1,121,914	1,295,079	223,910	
Non-KDP Dialysis	886,761	1,108,187	759,907	
Medicare "Duals"		-	-	No ADH trips planned for SFY2011
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	2,873,420	3,470,065	1,856,527	
All Other Medicaid Costs	2,885,802	3,072,403	2,384,663	
TOTAL COSTS	$ 5,759,222	$ 6,542,467	$ 4,241,189	
Special Programs: Cost/Trip				
Mental Health	$ 15.31	$ 15.69	$ 15.16	
DDDS	33.75	36.56	33.19	
DASA Daycare	6.86	8.05	15.19	
Adoption Support	-	-	-	
Methadone	11.98	11.94	9.58	
Adult Day Health	26.27	26.49	21.64	
Non-KDP Dialysis	28.96	33.28	30.33	
Medicare "Duals"	-	-	-	No ADH trips planned for SFY2011
SPECIAL PROGRAM TOTAL	20.79	21.49	17.12	
All Other Medicaid Costs	27.38	26.67	25.54	
TOTAL COSTS	$	$	$	

	23.64	23.65	21.02
All Trips	243,618	276,684	201,800
ADH trips	42,700	48,888	10,348
Net (non-ADH trips)	200,918	227,796	191,452
			Annualized
			(X/9)*12
YE non-ADH trips	200,918	227,796	255,269
Year-over-Year increase/decrease	13.4%	12.1%	

Broker Region 3B RFP Target: 255,300

Broker Region 4: King County			
Broker (old R-3)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	325,546	399,070	368,155
Ambulatory	469,260	458,522	273,238
Non-Ambulatory	200,245	236,250	142,045
Public Bus-ADA	0	0	0
Voucher	108,500	118,090	82,388
Mileage	2,163	739	0
Volunteer-Agency	939	850	649
Volunteer-Broker	0	140	0
Airline	0	2	10
Commercial Bus	8	6	5
Train	2	5	5
Ferry	149	270	156
Foster Parent	0	0	0
Service Total	1,106,812	1,213,944	866,651
Out of State	0	0	1
Meals & Lodging - in state	3,721	3,072	2,910
Meals & Lodging - out of state	1	100	1
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	1,106,812	1,213,944	866,652

Mode: Expenses			
Public Bus	$ 941,546	$ 1,413,966	$ 1,531,340
Ambulatory	12,512,848	12,830,551	7,381,168
Non-Ambulatory	7,081,873	8,712,903	5,509,248
Public Bus-ADA	-	-	-
Voucher	364,944	493,709	352,553
Mileage	12,238	4,704	-
Volunteer-Agency	4,945	4,828	3,525
Volunteer-Broker	-	727	-
Airline	512	511	2,166
Commercial Bus	232	368	341
Train	70	365	338
Ferry	4,294	80,880	57,077
Foster Parent	-	-	-
Ancillary	193,786	294,923	231,790
Service Total	21,117,287	23,838,435	15,069,546
Admin. Costs	3,346,584	3,426,912	2,441,925
Monthly Sub-total	24,463,871	27,265,347	17,511,471
Out of State	-	-	300
Meals & Lodging - in state	174,997	149,786	117,765
Meals & Lodging - out of state	139	2,425	91
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 24,639,008	$ 27,417,558	$ 17,629,627

Mode: Cost per Trip				
Public Bus	$ 2.89	$ 3.54	$ 4.16	
Ambulatory	26.67	27.98	27.01	
Non-Ambulatory	35.37	36.88	38.79	
Public Bus-ADA	-	-	-	
Voucher	3.36	4.18	4.28	
Mileage	5.66	6.37	-	
Volunteer-Agency	5.27	5.68	5.43	
Volunteer-Broker	-	5.19	-	
Service Total	19.08	19.64	17.39	
Admin. Costs	3.02	2.82	2.82	
MONTHLY GRAND TOTAL	$ 22.26	$ 22.59	$ 20.34	
Special Programs: Trips	YTD	YTD	YTD	
Mental Health	204,363	241,450	218,100	
DDDS	2,323	2,026	1,854	
DASA Daycare	0	0	0	
Adoption Support	0	0	0	
Methadone	253,991	286,295	239,191	
Adult Day Health	199,115	202,257	27,809	
Non-KDP Dialysis	91,084	95,649	75,719	
Medicare "Duals"	881	1,033	577	No ADH trips planned for SFY2011
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	751,757	828,710	563,250	
All Other Medicaid Trips	355,055	385,234	303,402	
TOTAL TRIPS	1,106,812	1,213,944	866,652	
Special Programs: Expenses				
Mental Health	$ 3,072,156	$ 3,608,289	$ 3,041,798	

DDDS	70,354	64,933	61,990	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	2,029,340	2,436,574	1,872,853	
Adult Day Health	5,090,087	5,500,771	587,018	
Non-KDP Dialysis	2,175,356	2,526,330	2,027,377	
Medicare "Duals"	10,743	12,084	9,995	No ADH trips planned for SFY2011
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	12,448,036	14,148,980	7,601,031	
All Other Medicaid Costs	8,725,845	9,689,454	7,468,816	
TOTAL COSTS	$ 21,173,881	$ 23,838,435	$ 15,069,846	
Special Programs: Cost/Trip				
Mental Health	$ 15.03	$ 14.94	$ 13.95	
DDDS	30.29	32.05	33.44	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	7.99	8.51	7.83	
Adult Day Health	25.56	27.20	21.11	
Non-KDP Dialysis	23.88	26.41	26.78	
Medicare "Duals"	12.19	11.70	17.32	No ADH trips planned for SFY2011
SPECIAL PROGRAM TOTAL	16.56	17.07	13.49	
All Other Medicaid Costs	24.58	25.15	24.62	

TOTAL COSTS	$ 19.13	$ 19.64	$ 17.39
All Trips	1,106,812	1,213,944	866,651
ADH trips	199,115	202,257	27,809
Net (non-ADH trips)	907,697	1,011,687	838,842
			Annualized
			(X/9)*12
YE non-ADH trips	907,697	1,011,687	1,118,456
Year-over-Year increase/decrease	11.5%	10.6%	

Broker Region 4 RFP Target: 1,118,500

Broker Region 5: Pierce County			
Broker (old R-4)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	246,253	323,106	267,878
Ambulatory	132,834	127,708	77,072
Non-Ambulatory	72,973	73,956	36,927
Public Bus-ADA	102,746	113,402	82,647
Voucher	13,734	14,758	10,229
Mileage	1,743	1,517	994
Volunteer-Agency	2	5	4
Volunteer-Broker	0	0	0
Airline	0	0	0
Commercial Bus	1	0	0
Train	0	0	0
Ferry	0	2	40
Foster Parent	0	0	0
Service Total	570,286	654,454	475,791
Out of State	8	10	4
Meals & Lodging - in state	1,437	788	2,729
Meals & Lodging - out of state	1	6	0
Vehicle Modif/Lift	1	0	0

MONTHLY GRAND TOTAL	570,294	654,464	475,795
Mode: Expenses			
Public Bus	$ 1,372,155	$ 1,869,680	$ 1,483,859
Ambulatory	3,647,720	4,213,457	2,523,113
Non-Ambulatory	2,588,040	3,064,400	1,486,799
Public Bus-ADA	258,201	287,037	202,608
Voucher	79,654	67,457	52,236
Mileage	11,284	11,336	6,606
Volunteer-Agency	223	616	453
Volunteer-Broker	-	-	-
Airline	-	-	-
Commercial Bus	115	-	-
Train	-	-	-
Ferry	-	11	178
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	7,957,392	9,513,994	5,755,851
Admin. Costs	1,241,040	1,270,836	953,127
Monthly Sub-total	9,198,432	10,784,830	6,708,978
Out of State	2,327	1,169	581
Meals & Lodging - in state	92,980	119,835	107,290
Meals & Lodging - out of state	122	665	-
Vehicle Modif/Lift	3,427	-	-
MONTHLY GRAND TOTAL	$	$	$

	9,297,289	10,906,499	6,816,849	
Mode: Cost per Trip				
Public Bus	$ 5.57	$ 5.79	$ 5.54	
Ambulatory	27.46	32.99	32.74	
Non-Ambulatory	35.47	41.44	40.26	
Public Bus-ADA	2.51	2.53	2.45	
Voucher	5.80	4.57	5.11	
Mileage	6.47	7.47	6.65	
Volunteer-Agency	111.30	123.20	113.27	
Volunteer-Broker	-	-	-	
Service Total	13.95	14.54	12.10	
Admin. Costs	2.18	1.94	2.00	
MONTHLY GRAND TOTAL	$ 16.30	$ 16.66	$ 14.33	
Special Programs: Trips				
Mental Health	142,798	165,534	121,059	
DDDS	1,503	1,438	1,032	
DASA Daycare	22	62	107	
Adoption Support	0	0	0	
Methadone	58,667	63,662	49,308	
Adult Day Health	71,410	65,436	9,890	No ADH trips planned for SFY2011
Non-KDP Dialysis	37,801	38,207	29,221	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	312,201	334,339	210,617	
All Other Medicaid Trips	258,087	320,121	265,176	
TOTAL TRIPS	570,288	654,460	475,793	
Special Programs:				

Cost/Trip				
Mental Health	$ 6.79	$ 7.28	$ 7.45	
DDDS	30.82	31.42	30.93	
DASA Daycare	23.36	9.57	16.38	
Adoption Support	-	-	-	
Methadone	5.60	5.12	4.20	
Adult Day Health	27.45	35.88	23.43	No ADH trips planned for SFY2011
Non-KDP Dialysis	26.62	30.14	29.28	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	13.81	15.18	10.59	
All Other Medicaid Costs	14.13	13.87	13.30	
TOTAL COSTS	$ 13.96	$ 14.54	$ 12.10	
All Trips	570,286	654,454	475,791	
ADH trips	71,410	65,436	9,890	
Net (non-ADH trips)	498,876	589,018	465,901	
			Annualized	
			(X/9)*12	
YE non-ADH trips	498,876	589,018	621,201	
Year-over-Year increase/decrease		18.1%	5.5%	

Broker Region 5 RFP Target: 621, 200

Broker Region 6A: Clallam, Jefferson, Kitsap, and Mason-north counties			
Broker (old R-5)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010

Public Bus	52,408	60,632	45,096
Ambulatory	56,660	64,539	47,208
Non-Ambulatory	10,741	12,249	9,617
Public Bus-ADA	5,394	4,647	3,435
Voucher	18,729	19,283	13,975
Mileage	3,707	2,664	3,127
Volunteer-Agency	903	965	490
Volunteer-Broker	0	0	0
Airline	0	0	0
Commercial Bus	12	10	0
Train	0	0	0
Ferry	4,481	4,229	3,025
Foster Parent	0	0	0
Service Total	153,035	169,218	125,973
Out of State	4	5	0
Meals & Lodging - in state	1,941	1,242	1,991
Meals & Lodging - out of state	0	5	0
Vehicle Modif/Lift	1	0	0
MONTHLY GRAND TOTAL	153,039	169,223	125,973
Mode: Expenses			
Public Bus	$ 118,953	$ 165,564	$ 139,274
Ambulatory	2,169,878	2,796,858	2,047,689
Non-Ambulatory	562,563	735,411	494,161
Public Bus-ADA	24,696	23,778	18,144
Voucher	203,574	178,686	130,708
Mileage	27,819	29,288	26,997
Volunteer-Agency	65,271	79,382	35,753
Volunteer-Broker	-	-	-
Airline	-	-	-
Commercial Bus	414	483	-
Train	-	-	-

Ferry	29,883	24,971	19,625
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	3,203,050	4,034,420	2,912,351
Admin. Costs	537,900	550,812	413,109
Monthly Sub-total	3,740,950	4,585,232	3,325,460
Out of State	1,983	2,754	-
Meals & Lodging - in state	103,208	169,711	87,731
Meals & Lodging - out of state	-	418	-
Vehicle Modif/Lift	78	-	-
MONTHLY GRAND TOTAL	$ 3,846,218	$ 4,758,115	$ 3,413,191
Mode: Cost per Trip			
Public Bus	$ 2.27	$ 2.73	$ 3.09
Ambulatory	38.30	43.34	43.38
Non-Ambulatory	52.38	60.04	51.38
Public Bus-ADA	4.58	5.12	5.28
Voucher	10.87	9.27	9.35
Mileage	7.50	10.99	8.63
Volunteer-Agency	72.28	82.26	72.97
Volunteer-Broker	-	-	-
Service Total	20.93	23.84	23.12
Admin. Costs	3.51	3.25	3.28
MONTHLY GRAND TOTAL	$ 25.13	$ 28.12	$ 27.09

Special Programs: Trips	YTD	YTD	YTD	
Mental Health	45,021	48,994	35,501	
DDDS	458	479	384	
DASA Daycare	445	550	300	
Adoption Support	0	0	0	
Methadone	12,292	10,933	11,232	
Adult Day Health	3,124	9,508	3,183	
Non-KDP Dialysis	10,037	11,082	9,008	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	No ADH trips planned for SFY2011
SPECIAL PROGRAM TOTAL	71,377	81,546	59,608	
All Other Medicaid Trips	81,661	87,676	66,365	
TOTAL TRIPS	153,038	169,222	125,973	
Special Programs: Expenses				
Mental Health	$ 487,692	$ 595,945	$ 398,217	
DDDS	24,588	29,249	22,667	
DASA Daycare	3,100	991	9,398	
Adoption Support	-	-	-	
Methadone	257,207	225,728	222,128	
Adult Day Health	92,918	148,810	31,863	
Non-KDP Dialysis	412,466	527,523	374,362	
Medicare "Duals"		-	-	
Pharmacy Access	-	-	-	No ADH trips planned for SFY2011
SPECIAL PROGRAM TOTAL	1,277,972	1,528,247	1,058,635	
All Other Medicaid Costs	1,926,329	2,507,698	1,853,716	
TOTAL COSTS	$ 3,204,301	$ 4,035,945	$ 2,912,351	
Special Programs:				

Cost/Trip				
Mental Health	$ 10.83	$ 12.16	$ 11.22	
DDDS	53.69	61.06	59.03	
DASA Daycare	6.97	1.80	31.33	
Adoption Support	-	-	-	
Methadone	20.92	20.65	19.78	
Adult Day Health	29.74	15.65	10.01	
Non-KDP Dialysis	41.09	47.60	41.56	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	17.90	18.74	17.76	No ADH trips planned for SFY2011
All Other Medicaid Costs	23.59	28.60	27.93	
TOTAL COSTS	$ 20.94	$ 23.85	$ 23.12	
All Trips	153,035	169,218	125,973	
ADH trips	3,124	9,508	3,183	
Net (non-ADH trips)	149,911	159,710	122,790	
			Annualized	
			(X/9)*12	
YE non-ADH trips	149,911	159,710	163,720	
Year-over-Year increase/decrease	6.5%	2.5%		

Broker Region 6A RFP Target: 163, 700

Broker Region 6B: Grays Harbor, Lewis, Mason-south, Pacific, and Thurston counties			
Broker (old R-6)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010

Public Bus	48,711	53,622	48,807
Ambulatory	73,352	75,995	56,010
Non-Ambulatory	22,005	23,395	16,540
Public Bus-ADA	3,204	4,480	4,746
Voucher	41,300	47,506	34,904
Mileage	2,533	3,169	2,353
Volunteer-Agency	8,658	8,268	7,445
Volunteer-Broker	0	0	0
Airline	0	0	0
Commercial Bus	0	1	0
Train	0	0	0
Ferry	6	4	0
Foster Parent	0	0	0
Service Total	199,769	216,440	170,805
Out of State	0	0	2
Meals & Lodging - in state	2,713	1,230	4,090
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	1	1	0
MONTHLY GRAND TOTAL	199,769	216,440	170,807
Mode: Expenses			
Public Bus	$ 140,286	$ 183,042	$ 157,853
Ambulatory	3,151,323	3,818,529	2,918,320
Non-Ambulatory	1,450,766	1,663,825	1,064,599
Public Bus-ADA	1,953	2,495	2,326
Voucher	493,687	480,702	369,405
Mileage	30,225	44,289	31,971
Volunteer-Agency	972,254	1,055,556	851,036
Volunteer-Broker	-	-	-
Airline	-	-	-
Commercial Bus	-	42	-
Train	-	-	-

Ferry	42	24	-
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	6,240,535	7,248,503	5,395,510
Admin. Costs	590,052	604,224	453,168
Monthly Sub-total	6,830,587	7,852,727	5,848,678
Out of State	-	-	3,036
Meals & Lodging - in state	142,727	144,456	145,177
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	2,062	669	-
MONTHLY GRAND TOTAL	$ 6,975,376	$ 7,997,853	$ 5,996,891
Mode: Cost per Trip			
Public Bus	$ 2.88	$ 3.41	$ 3.23
Ambulatory	42.96	50.25	52.10
Non-Ambulatory	65.93	71.12	64.37
Public Bus-ADA	0.61	0.56	0.49
Voucher	11.95	10.12	10.58
Mileage	11.93	13.98	13.59
Volunteer-Agency	112.30	127.67	114.31
Volunteer-Broker	-	-	-
Service Total	31.24	33.49	31.59
Admin. Costs	2.95	2.79	2.65
MONTHLY GRAND TOTAL	$ 34.92	$ 36.95	$ 35.11

Special Programs: Trips	YTD	YTD	YTD	
Mental Health	60,368	64,246	54,521	
DDDS	879	744	669	
DASA Daycare	63	1	81	
Adoption Support	0	0	0	
Methadone	34,370	38,707	32,956	
Adult Day Health	6,649	7,241	1,462	No ADH trips planned for SFY2011
Non-KDP Dialysis	14,993	15,380	12,575	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	117,322	126,319	102,264	
All Other Medicaid Trips	82,447	90,122	68,541	
TOTAL TRIPS	199,769	216,441	170,805	
Special Programs: Expenses				
Mental Health	$ 513,693	$ 540,777	$ 447,894	
DDDS	60,236	51,372	51,445	
DASA Daycare	2,106	9	2,312	
Adoption Support	-	-	-	
Methadone	896,385	1,028,583	942,102	
Adult Day Health	288,640	317,946	51,459	No ADH trips planned for SFY2011
Non-KDP Dialysis	534,804	742,519	565,959	
Medicare "Duals"		-	-	
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	2,295,863	2,681,205	2,061,171	
All Other Medicaid Costs	3,944,671	4,567,967	3,334,338	
TOTAL COSTS	$ 6,240,535	$ 7,249,172	$ 5,395,510	

Special Programs: Cost/Trip				
Mental Health	$ 8.51	$ 8.42	$ 8.22	
DDDS	68.53	69.05	76.90	
DASA Daycare	33.43	9.40	28.54	
Adoption Support	-	-	-	
Methadone	26.08	26.57	28.59	
Adult Day Health	43.41	43.91	35.20	No ADH trips planned for SFY2011
Non-KDP Dialysis	35.67	48.28	45.01	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	19.57	21.23	20.16	
All Other Medicaid Costs	47.84	50.69	48.65	
TOTAL COSTS	$ 31.24	$ 33.49	$ 31.59	
All Trips	199,769	216,440	170,805	
ADH trips	6,649	7,241	1,462	
Net (non-ADH trips)	193,120	209,199	169,343	
			Annualized	
			(X/9)*12	
YE non-ADH trips	193,120	209,199	225,791	
Year-over-Year increase/decrease		8.3%	7.9%	

Broker Region 6B RFP Target: 225,800

Broker Region 6C: Clark, Cowlitz, Klickitat, Skamania, and Wahkiakum counties			
Broker (old R-7)	12 months	12 months	9 months

Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	110,357	161,722	119,999
Ambulatory	82,462	89,913	73,622
Non-Ambulatory	33,938	35,325	26,516
Public Bus-ADA	40,895	42,787	20,892
Voucher	23,220	25,109	19,857
Mileage	47	41	26
Volunteer-Agency	7,306	6,732	4,737
Volunteer-Broker	0	0	0
Airline	0	0	0
Commercial Bus	1	1	0
Train	269	309	317
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	298,495	361,939	265,966
Out of State	0	0	0
Meals & Lodging - in state	1,588	845	1,616
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	2	0	0
MONTHLY GRAND TOTAL	298,495	361,939	265,966
Mode: Expenses			
Public Bus	$ 117,881	$ 198,467	$ 172,574
Ambulatory	2,372,924	2,945,076	2,428,812
Non-Ambulatory	1,364,872	1,538,362	1,199,293
Public Bus-ADA	51,945	65,467	48,987
Voucher	279,486	259,589	199,549
Mileage	1,263	2,267	1,259
Volunteer-Agency	393,965	426,067	307,553
Volunteer-Broker	-	-	-
Airline	-	-	-
Commercial Bus	88	67	-
Train			

	11,740	13,373	12,967
Ferry	-	-	-
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	4,594,164	5,448,735	4,370,993
Admin. Costs	876,000	924,024	699,768
Monthly Sub-total	5,470,164	6,372,759	5,070,761
Out of State	-	-	-
Meals & Lodging - in state	95,422	68,961	80,046
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	9,337	-	-
MONTHLY GRAND TOTAL	$ 5,574,923	$ 6,441,720	$ 5,150,807
Mode: Cost per Trip			
Public Bus	$ 1.07	$ 1.23	$ 1.44
Ambulatory	28.78	32.75	32.99
Non-Ambulatory	40.22	43.55	45.23
Public Bus-ADA	1.27	1.53	2.34
Voucher	12.04	10.34	10.05
Mileage	26.88	55.29	48.44
Volunteer-Agency	53.92	63.29	64.93
Volunteer-Broker	-	-	-
Service Total	15.39	15.05	16.43
Admin. Costs	2.93	2.55	2.63
MONTHLY GRAND TOTAL	$	$	$

	18.68	17.80	19.37	
Special Programs: Trips	YTD	YTD	YTD	
Mental Health	58,968	66,755	54,028	
DDDS	1,053	1,191	805	
DASA Daycare	0	0	0	
Adoption Support	0	0	0	
Methadone	32,814	40,643	35,308	
Adult Day Health	7,977	9,080	1,455	No ADH trips planned for SFY2011
Non-KDP Dialysis	18,270	19,840	10,136	
Medicare "Duals"		0	0	
Pharmacy Access	119	139	65	
SPECIAL PROGRAM TOTAL	119,201	137,648	101,797	
All Other Medicaid Trips	179,294	224,291	164,166	
TOTAL TRIPS	298,495	361,939	265,963	
Special Programs: Expenses				
Mental Health	$ 339,837	$ 366,681	$ 392,675	
DDDS	41,025	45,824	31,142	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	742,193	918,181	822,112	
Adult Day Health	127,640	116,078	12,256	No ADH trips planned for SFY2011
Non-KDP Dialysis	564,490	553,547	335,137	
Medicare "Duals"		-	-	
Pharmacy Access	395	417	193	
SPECIAL PROGRAM TOTAL	1,815,580	2,000,728	1,593,515	
All Other Medicaid Costs	2,883,344	2,998,806	2,857,154	
TOTAL COSTS	$ 4,698,923	$ 4,999,534	$ 4,450,669	

Special Programs: Cost/Trip				
Mental Health	$ 5.76	$ 5.49	$ 7.27	
DDDS	38.96	38.48	38.69	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	22.62	22.59	23.28	
Adult Day Health	16.00	12.78	8.42	No ADH trips planned for SFY2011
Non-KDP Dialysis	30.90	27.90	33.06	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	15.23	14.54	15.65	
All Other Medicaid Costs	16.08	13.37	17.40	
TOTAL COSTS	$ 15.74	$ 13.81	$ 16.73	
All Trips	298,495	361,939	265,966	
ADH trips	7,977	9,080	1,455	
Net (non-ADH trips)	290,518	352,859	264,511	
			Annualized	
			(X/9)*12	
YE non-ADH trips	290,518	352,859	352,681	
Year-over-Year increase/decrease		21.5%	-0.1%	

Broker Region 6C RFP Target: 352,700

Broker Region 1A Chelan, Douglas, and Okanogan counties			

Broker (old R-9)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	169	250	145
Ambulatory	14,048	14,415	9,842
Non-Ambulatory	2,784	4,639	3,063
Public Bus-ADA	6,103	5,644	3,562
Voucher	18,420	21,477	15,584
Mileage	0	0	0
Volunteer-Agency	0	0	0
Volunteer-Broker	11,583	12,098	9,704
Airline	0	0	0
Commercial Bus	0	22	4
Train	0	9	2
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	53,107	58,554	41,906
Out of State	0	0	0
Meals & Lodging - in state	2,129	3,737	3,155
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	53,107	58,554	41,906
Mode: Expenses			
Public Bus	$ 155	$ 468	$ 292
Ambulatory	293,251	306,050	186,278
Non-Ambulatory	178,984	289,905	239,465
Public Bus-ADA	5,183	5,908	4,487
Voucher	335,823	338,105	239,323
Mileage	-	-	-
Volunteer-Agency	-	-	-
Volunteer-Broker	531,642	625,092	524,975
Airline	-	-	-
Commercial Bus	-	1,204	203

Train	-	463	27
Ferry	-	-	-
Foster Parent	-	-	-
Ancillary	307	381	671
Service Total	1,345,346	1,567,574	1,195,721
Admin. Costs	264,000	270,336	220,752
Monthly Sub-total	1,609,346	1,837,910	1,416,473
Out of State	-	-	-
Meals & Lodging - in state	110,449	160,854	147,265
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 1,719,795	$ 1,998,764	$ 1,563,737
Mode: Cost per Trip			
Public Bus	$ 0.91	$ 1.87	$ 2.01
Ambulatory	20.87	21.23	18.93
Non-Ambulatory	64.29	62.49	78.18
Public Bus-ADA	0.85	1.05	1.26
Voucher	18.23	15.74	15.36
Mileage	-	-	-
Volunteer-Agency	-	-	-
Volunteer-Broker	45.90	51.67	54.10
Service Total	25.33	26.77	28.53
Admin. Costs	4.97	4.62	5.27

MONTHLY GRAND TOTAL	$ 32.38	$ 34.14	$ 37.32	
Special Programs: Trips	YTD	YTD		
Mental Health	9,134	8,715	5,201	
DDDS	184	182	165	
DASA Daycare	0	0	0	
Adoption Support	0	0	0	
Methadone	117	0	0	
Adult Day Health	0	0	0	No ADH trips planned for SFY2011
Non-KDP Dialysis	11,486	12,413	7,971	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	20,921	21,310	13,337	
All Other Medicaid Trips	32,186	37,244	28,810	
TOTAL TRIPS	53,107	58,554	42,147	
Special Programs: Expenses				
Mental Health	$ 200,346	$ 209,643	$ 105,735	
DDDS	7,402	8,129	7,715	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	3,642	-	-	
Adult Day Health	-	-	-	No ADH trips planned for SFY2011
Non-KDP Dialysis	207,086	307,295	202,896	
Medicare "Duals"		-	-	
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	418,476	525,067	316,346	
All Other Medicaid Costs	1,037,319	1,256,569	1,006,495	
TOTAL COSTS	$ 1,455,795	$ 1,781,636	$ 1,322,841	

Special Programs: Cost/Trip				
Mental Health	$ 21.93	$ 24.06	$ 20.33	
DDDS	40.23	44.67	46.76	
DASA Daycare	-	-	-	
Adoption Support	-	-	-	
Methadone	31.13	-	-	
Adult Day Health	-	-	-	No ADH trips planned for SFY2011
Non-KDP Dialysis	18.03	24.76	25.45	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	20.00	24.64	23.72	
All Other Medicaid Costs	32.23	33.74	34.94	
TOTAL COSTS	$ 27.41	$ 30.43	$ 31.39	
All Trips	53,107	58,554	41,906	
ADH trips	0	0	0	
Net (non-ADH trips)	53,107	58,554	41,906	
			Annualized	
			(X/9)*12	
YE non-ADH trips	53,107	58,554	55,875	
Year-over-Year increase/decrease		10.3%	-4.6%	

Broker Region 1A RFP Target: 55,900

Broker Region 1B: Ferry, Stevens and Pend Oreille counties			

Broker (old R-10)	12 months	12 months	9 months
Mode: Number of Trips	SFY 2008	SFY 2009	SFY 2010
Public Bus	347	209	58
Ambulatory	2,387	1,146	799
Non-Ambulatory	1,702	2,353	1,801
Public Bus-ADA	5	11	2
Voucher	19,984	22,381	13,465
Mileage	162	140	81
Volunteer-Agency	3,581	4,807	2,792
Volunteer-Broker	2,190	3,379	3,052
Airline	17	10	0
Commercial Bus	6	2	12
Train	0	0	0
Ferry	0	0	0
Foster Parent	0	0	0
Service Total	30,381	34,438	22,062
Out of State	0	0	0
Meals & Lodging - in state	508	977	461
Meals & Lodging - out of state	0	0	0
Vehicle Modif/Lift	0	0	0
MONTHLY GRAND TOTAL	30,381	34,438	22,062
Mode: Expenses			
Public Bus	$ 20	$ -	$ 108
Ambulatory	113,216	41,971	25,729
Non-Ambulatory	169,809	275,361	189,164
Public Bus-ADA	40	83	11
Voucher	280,689	268,550	159,935
Mileage	6,837	6,440	3,359
Volunteer-Agency	148,941	153,227	81,184
Volunteer-Broker	74,888	152,987	109,699
Airline	3,621	2,252	-
Commercial Bus	232	87	564

Train	-	-	-
Ferry	-	-	-
Foster Parent	-	-	-
Ancillary	-	-	-
Service Total	798,293	900,957	569,752
Admin. Costs	125,028	128,040	104,553
Monthly Sub-total	923,321	1,028,997	674,305
Out of State	-	-	-
Meals & Lodging - in state	23,589	35,917	21,603
Meals & Lodging - out of state	-	-	-
Vehicle Modif/Lift	-	-	-
MONTHLY GRAND TOTAL	$ 946,909	$ 1,064,913	$ 695,908
Mode: Cost per Trip			
Public Bus	$ 0.06	$ -	$ 1.86
Ambulatory	47.43	36.62	32.20
Non-Ambulatory	99.77	117.03	105.03
Public Bus-ADA	8.00	7.55	5.50
Voucher	14.05	12.00	11.88
Mileage	42.20	46.00	41.47
Volunteer-Agency	41.59	31.88	29.08
Volunteer-Broker	34.20	45.28	35.94
Service Total	26.28	26.16	25.83
Admin. Costs	4.12	3.72	4.74

MONTHLY GRAND TOTAL	$ 31.17	$ 30.92	$ 31.54	
Special Programs: Trips	YTD	YTD		
Mental Health	4,045	6,345	3,589	
DDDS	138	117	121	
DASA Daycare	0	0	0	
Adoption Support	95	113	117	
Methadone	0	516	120	
Adult Day Health	383	307	64	No ADH trips planned for SFY2011
Non-KDP Dialysis	3,875	4,746	2,811	
Medicare "Duals"		0	0	
Pharmacy Access	0	0	0	
SPECIAL PROGRAM TOTAL	8,536	12,144	6,822	
All Other Medicaid Trips	21,845	22,294	15,240	
TOTAL TRIPS	30,381	34,438	22,062	
Special Programs: Expenses				
Mental Health	$ 54,974	$ 92,229	$ 59,854	
DDDS	4,996	4,450	4,725	
DASA Daycare	-	-	-	
Adoption Support	1,291	792	1,028	
Methadone	-	9,045	3,894	
Adult Day Health	24,971	16,355	5,062	No ADH trips planned for SFY2011
Non-KDP Dialysis	206,555	291,998	138,253	
Medicare "Duals"		-	-	
Pharmacy Access	-	-	-	
SPECIAL PROGRAM TOTAL	292,787	414,870	212,816	
All Other Medicaid Costs	505,506	486,087	356,936	
TOTAL COSTS	$ 798,293	$ 900,957	$ 569,752	

Special Programs: Cost/Trip				
Mental Health	$ 13.59	$ 14.54	$ 16.68	
DDDS	36.20	38.04	39.05	
DASA Daycare	-	-	-	
Adoption Support	13.59	7.01	8.79	
Methadone	-	17.53	32.45	
Adult Day Health	65.20	53.27	79.09	No ADH trips planned for SFY2011
Non-KDP Dialysis	53.30	61.53	49.18	
Medicare "Duals"	-	-	-	
SPECIAL PROGRAM TOTAL	34.30	34.16	31.20	
All Other Medicaid Costs	23.14	21.80	23.42	
TOTAL COSTS	$ 26.28	$ 26.16	$ 25.83	
All Trips	30,381	34,438	22,062	
ADH trips	383	307	64	
Net (non-ADH trips)	29,998	34,131	21,998	
			Annualized	
			(X/9)*12	
YE non-ADH trips	29,998	34,131	29,331	
Year-over-Year increase/decrease		13.8%	-14.1%	

Broker Region 1B RFP Target: 29,300

Transportation Cost Proposal

To Provide Transportation Services
Under The Non-Emergency Medical Transportation Brokerage Program

RFP #0913-343

This *Cost Proposal* is submitted by the following Bidder:

Name: _____

Address: _____

_____

Telephone: _____

Fax: _____

This *Cost Proposal* is for the following Service Region: _____

SUMMARY OF COST PROPOSAL
(See Instructions below)

The Bidder calculates the following total cost as the sum of the Bidder's Administrative cost and Service cost for the first two years of the contract:

Number of Trips: _____ proposal based on: _____ (See Exhibit I for trip figure)

Administrative Cost: $_____ (Total of all Direct Costs, Indirect Costs and Volunteer Pool Costs as itemized below)

Service Cost: $_____

TOTAL COST $_____ (Administrative Cost + Service Cost for first two years of the contract)

The ***Cost Proposal,*** or the *average cost per trip* for the region proposal, for the first two years of the contract may be calculated as follows:

> One-half of the dollar amount of the above Total Cost (for two years) divided by the projected average number of trips per year equals the average cost per trip for the region proposal, which is the *Cost Proposal*;

Therefore, the Bidder's *COST PROPOSAL* is $ _____ (total cost per trip) for the first two years of the contract for that region.

Note: The Bidder may choose to calculate the *Cost Proposal* in a different manner. However the Bidder calculates the *Cost Proposal*, it must represent "the average cost per trip which the Bidder proposes for the first two years of the contract, for all modes of transportation, for the number of trips projected by the Department for that Service Region."

In addition to the Cost Proposal above, the Bidder will provide "Other transportation-related Services" including out-of-state and meals & lodging. The *Cost Proposal* should not include these items. Those costs shall be negotiated with the Apparently Successful Bidder. The Bidder should indicate the lump-sum it anticipates for these other transportation services:

Other Transportation-related Services: $_____ (See Exhibit I for historic amount)

Instructions for Cost Proposal form

The Bidder should use the full two (2) years of the initial contracting period to amortize all high cost items such as software and hardware, including any start up costs, associated with delivering NEMT services.

The Bidder's calculations should be based on the information provided in this RFP, including the history of operations and the trip forecast as provided in Exhibit I.

The Bidder must calculate the Bidder's Administrative cost and Service cost for each year of the first two years of the contract; that sum is the "Total Cost" for the first two years. It is important that the Bidder keep in mind that the *Cost Proposal*, expressed in terms of the average cost per trip, is the rate which is proposed for the first two years of the contract.

The total dollar amount which is proposed as the Bidder's cost for the first two years of the contract must be stated in the *Cost Proposal* as two separate dollar amounts for the two components of the *Cost Proposal*. One component is the Bidder's Administrative cost to perform under the contract. The second component is the Bidder's Service cost to provide services under the contract.

These components and terms of the *Cost Proposal* are defined, for the purpose of submitting proposals under this solicitation, as follows:

- The Bidder's Administrative cost includes those direct costs and indirect costs that have been itemized in the *Cost Proposal*, Exhibit J.

- The Bidder's Service cost represents the total amount of costs that will be paid by the Bidder for transportation services under this program.

- The Bidder's "Total Cost" is the total dollar amount of the sum of the Bidder's Administrative and Service costs.

- The Bidder's *Cost Proposal* is the average cost per trip the first two years of the contract, for all modes of transportation, for the number of trips projected by the Department for that Service Region.

  NOTE: The "Other Transportation-related Service Cost" (including out-of-state and meals & lodging), while part of the *Cost Proposal*, shall be negotiated separately with the Apparently Successful Bidder.

Any reduction of Service cost from the historical tables must be explained in detail. The Bidder must present details of how a claimed service cost reduction will be achieved.

- Explain in detail if the reduction is based on particular expertise of the Bidder, or of idiosyncrasies of the region in question, or from some other factor.
- One example would be by increasing usage of the fixed route transit system. The Bidder would have to explain how the increased use will be achieved.
- Other examples might be through an increase in lower cost trip modes such as shared ride rates or volunteers. The Bidder would have to explain how the increased use will be achieved.

Calculation of Indirect and Direct Costs

The Bidder must comprehensively itemize each of the amounts calculated as direct costs and indirect costs, shown in the summary below, which has been included in the Bidder's Administrative cost. The Bidder must attach details of the comprehensive itemization. **This itemization must be done separately for each of the two years.**

This itemization is essential to enable evaluators to understand how the Bidder's Administrative cost was determined, and also to ensure that no essential costs have been overlooked. Details presented should be at a level to show number of FTEs per job classification, salary amount, percentage of benefits to be applied, etc. including for each position "Full Time" or "Part Time" (and % of FTE if part time). Bidder must include fractional shares of FTEs, for example, what percentage of the Executive Director will be charged against this contract.

The Bidder must thoroughly describe the basis of the cost allocation for items which may be split between different contracts. For instance: for an item such as "rent" show what percentage is to be billed against this contract. This itemization must clearly state the amount of money, per item, which is to be billed against this contract. In the case of the rent example, the square footage to be billed must be clearly stated.

Lack of, or poor detailing of, this information will result in a non-responsive Proposal.

Summary of Indirect Costs

	Year One	Year Two
Accounting/Bookkeeping	$_____	$_____
Clerical Support	$_____	$_____
Computer Software (not reported as Direct)	$_____	$_____
Computer Hardware (not reported as Direct)	$_____	$_____
Furniture, amortized	$_____	$_____
Equipment, amortized	$_____	$_____
Facility, amortized	$_____	$_____
Licensing	$_____	$_____
Audit Expense	$_____	$_____
Other Expenses _____	$_____	$_____
_____	$_____	$_____
TOTAL INDIRECT COSTS	$_____	$_____

Summary of Direct Costs

	Year One	Year Two
Staff/Personnel (wages, payroll taxes, benefits)	$_____	$_____
Lease/Rental Expense	$_____	$_____
Equipment Rental	$_____	$_____
Utilities (telephone, electric service)	$_____	$_____
Computer Hardware (not reported as Indirect)	$_____	$_____
Computer Software (not reported as Indirect)	$_____	$_____
Staff Travel (travel expenses at current state rates)	$_____	$_____
Supplies	$_____	$_____
Postage	$_____	$_____
Insurance	$_____	$_____
Business Taxes	$_____	$_____
Marketing Expense	$_____	$_____
Other	$_____	$_____
TOTAL DIRECT COSTS	$_____	$_____
TOTAL VOLUNTEER POOL COSTS	$_____	$_____

RECAP OF ADMINISTRATIVE COST

Total Indirect Costs	$_____
+	
Total Direct Costs	$_____
+	
Total Volunteer Pool Costs	$_____
=	
Administrative Cost	$_____

Service Cost Information

As a part of the **Service Cost,** the Bidder must include and attach a **sample rates cost matrix table**. This document must include a variety of trip rates revealing strategies for dealing with different situations. These should include, at a minimum, long distance events, and also multi-loading events in which multiple passengers would travel under a "shared ride" rate structure. This shared ride rate must show how cost savings will be achieved through reduced rates for additional passengers.

The above-referenced document should also provide a guide to how the Bidder would assign trips to a variety of transportation providers.

Terms for *Cost Proposal*

This *Cost Proposal* shall be subject to acceptance by the Department for a period of not less than 120 days from the date of the deadline for submitting proposals.

If this *Cost Proposal* is accepted by the Department, the Bidder agrees to execute and to be obligated by a contract incorporating general terms and conditions and including a Statement of Work which are substantially similar to the *Statement of Work*, attached as Exhibit F to this RFP.

This *Cost Proposal* is executed by the following person(s), who warrant(s) that he/she/they have the authority to sign this *Cost Proposal* and to obligate the Bidder to a contract under this RFP for the amount of the *Cost Proposal* as stated above.

Bidder: _____
(Name of Person or Organization)

_____
Signature

_____
Name (Typed or Printed)

_____ _____
Title Date