

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000026282

This Contract ("this Contract"), entered into by and between **Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning** (the "State") and **Southeastrans, Inc** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

The Contractor shall provide the following services relative to this Contract:

The Contractor will serve the Indiana Medicaid Fee-for Service populations and provide medically necessary transportation for any eligible Member (and escort, if required) who has no other means of transportation available to any Medicaid-reimbursable service, including but not limited to receiving treatment, medical evaluation, obtaining medical equipment, and covered pharmacy trips. Specific duties and responsibilities are defined in **Exhibit 1 – Scope of Work**, attached hereto and incorporated herein.

2. Consideration

The Contractor will be paid at the rates detailed in **Exhibit 2 – Capitation Rates**, which is attached hereto and incorporated fully herein. Total remuneration under this Contract shall not exceed **\$128,800,000.00**.

3. Term

This Contract shall be effective for a period of **four (4) years**. It shall commence on **June 1, 2018** and shall remain in effect through **May 31, 2022**. There may be two (2) one-year renewals for a total of six (6) years at the State's option.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent; however, contracts between Contractor and a given transportation provider enrolled in the Contractor's network do not require written consent from the State unless that transportation provider performs other delegated or assigned services on behalf of the Contractor. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the

Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
 - 1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality, Security and Privacy of Personal Information

- A. Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.
- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
- 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- D. If Contractor is deemed a Business Associate to the State, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract.
- E. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further:
- 1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract or as required by law. Contractor understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Contract shall be construed to permit Contractor use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
 - 2) Contractor understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI

and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. Upon the State's reasonable request, Contractor will review such safeguards with the State. Contractor will implement the following HIPAA requirements for any forms of PHI or PII that the Contractor receives, maintains, or transmits on behalf of the State:

- a) Administrative safeguards under 45 CFR 164.308;
 - b) Physical safeguards under 45 CFR 164.310;
 - c) Technical safeguards under 45 CFR 164.312; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

F. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Contractor understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Contract, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Contractor's safekeeping (in violation of this Contract and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PHI and/or PII in Contractor's safekeeping:
 - a) Contractor shall notify the State of the Security Incident within one (1) business day of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the one (1) business day.
 - b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Contractor will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
 - c) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Contractor personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
 - d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably

made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.

- e) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
 - f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Contractor accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Contractor will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Contractor is directed to do so by the FSSA Privacy & Security Office.
 - g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- G. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, or transmit State PHI/PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PHI/PII.
- H. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Contractor has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Contractor). In situations in which Contractor does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.

- I. Access to Records. Contractor shall make available to HHS and/or the State, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- J. Return of Protected Health Information. Upon request by the State or upon termination of this Contract, Contractor will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State, including PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf and Contractor shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Contractor will not retain any copies of any such PHI and PII and shall warrant same in writing.
- K. At the sole discretion of the State, the State may terminate this Contract for Contractor's material breach of this Section 12.
- L. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- M. Drug and Alcohol Records. In the performance of the Services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Contractor will report any unauthorized disclosures of such information in compliance with Section 12.F.
- N. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract. The Contractor shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- O. Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and

competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

- P. Contractor shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this contract. Contractor is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training; and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. At the discretion of each employee, the Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or

other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the State may ask that the Contractor release the selected employee from any non-competition agreements that may be in effect. This release, if any, will be at no cost to the State or the employee. Contractor shall consider each request made pursuant to this clause in good faith.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

This information has been incorporated into Clause 12.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

- A. The Contractor and their subcontractors (if any, which shall not include transportation providers enrolled in the Contractor's network that do not provide any additional delegated or assigned services on behalf of the Contractor outside the standard agreement for transportation providers) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is

required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
 3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
 4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
 5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
 6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
 7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall

furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
Woman	317/283-8300	Engaging Solutions, LLC	Project management	06/01/2018	7.810
Minority	317/541-0200	Haskell D. Portee	Administrative Mgmt. Services	06/01/2018	7.580

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any

subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Allison Taylor, Medicaid Director
Office of Medicaid Policy and Planning
402 West Washington Street, Room W461
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Benjie Alexander
Southeastrans, Inc.
4751 Best Road, Suite 300
Atlanta, GA 30337

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#17-092, (4) Contractor's response to RFP#17-092, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, the direct deposit shall be made by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. Claims shall be submitted for reimbursement in accordance with payment specifications defined in this Contract utilizing the State-generated FSSA Contract Claim Reimbursement Form. Costs are incurred on the date goods, services, and/or deliverables are satisfactorily provided in full and/or after a reimbursable expense has been paid. Reimbursement shall be based on actual goods, services and/or deliverables provided and/or actual reimbursable expenses previously paid. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which goods, services or deliverable were provided and/or expenses were paid. The State has the discretion, and reserves the right, to not pay any claims submitted later than sixty (60) calendar days after service period or date of termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- C. At the time that the final claim is submitted, all reconciliation issues must be resolved including the return of any incorrectly reimbursed monies or credits received for expenses previously reimbursed. Incorrectly reimbursed funds or credits received for expenses reimbursed will be returned immediately upon discovery as a direct payment, not credit, to the "State of Indiana." Each return of funds will be accompanied with a completed FSSA Contract Claim Reimbursement Form identifying specific Components to be credited

(negative) and each associated month reported on the original reimbursement request. Payments and FSSA Contract Claim Reimbursement Forms will be submitted to FSSA Administrative Services using the address provided on the reimbursement form.

- D. Claims must be submitted with accompanying supportive documentation, as designated by the State. Incomplete claims submitted or claims submitted without supportive documentation will be returned to the Contractor and/or Grantee and not processed for payment. Failure to successfully perform or execute the policies and/or provisions made in this contract may result in the denial and/or partial payment of claims submitted for reimbursement.
- E. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
Veteran	866/432-1040	GenTech Associates, Inc.	Administrative Mgmt. Services	06/01/2018	3.150

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the 2016 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 5. **Assignment; Successors.** Modified.
- 13. **Continuity of Services.** Modified.
- 19. **Employment Option.** Modified.
- 27. **Insurance.** Modified.
- 51. **Prevention of Fraud and Abuse.** Added.
- 52. **Assurance of Compliance with Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1990 and Title IX of the Education Amendments of 1972.** Added.
- 53. **Conveyance of Documents and Continuation of Existing Activity.** Added.
- 54. **Environmental Standards.** Added.
- 55. **Lobbying Activities.** Added.
- 56. **Financial Disclosure.** Added.
- 57. **Limitation of Liability.** Added.

51. Prevention of Fraud and Abuse

In accordance with 42 U.S.C. 1396a(a)(68), Contractor shall establish and disseminate, to its employees (including management), subcontractors, and agents, written policies that provide detailed information about federal and state False Claims Acts, whistleblower protections, and Contractor policies and procedures for preventing and detecting fraud and abuse. The written policies described in this paragraph may be on paper or in electric form and must be adopted by the subcontractors and agents of the Contractor.

52. Assurance of Compliance with Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Title IX of the Education Amendments of 1972

The Contractor agrees that it, and all of its subcontractors and providers, will comply with the following:

- A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
- B. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
- C. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

- D. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
- E. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Contractor further recognizes that the United States shall have the right to seek judicial enforcement of this assurance.

53. Conveyance of Documents and Continuation of Existing Activity

Should the Contract for whatever reason, (i.e. completion of a contract with no renewal, or termination of service by either party), be discontinued and the activities as provided for in the Contract for Services cease, the Contractor and any subcontractors employed by the terminating Contractor in the performance of the duties of the Contract shall promptly convey to the State of Indiana, copies of all vendor working papers, data collection forms, reports, charts, programs, cost records and all other material related to work performed on this Contract excluding Contractor confidential, proprietary and trade secret materials. The Contractor and the Office shall convene immediately upon notification of termination or non-renewal of the Contract to determine what work shall be suspended, what work shall be completed, and the time frame for completion and conveyance. The Office will then provide the Contractor with a written schedule of the completion and conveyance activities associated with termination. Documents/materials associated with suspended activities shall be conveyed by the Contractor to the State of Indiana upon five days' notice from the State of Indiana. Upon completion of those remaining activities noted on the written schedule, the Contractor shall also convey all documents and materials to the State of Indiana upon five days' notice from the State of Indiana.

54. Environmental Standards

If the contract amount set forth in this Contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Part 1532), which prohibit the use under non-exempt Federal contracts of facilities included on the EPA List of Violating Facilities. The Contractor shall report any violations of this paragraph to the State of Indiana and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

55. Lobbying Activities

Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

56. Financial Disclosure

The Contractor agrees that it has disclosed, and shall as necessary in the future disclose to the State the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. If the Contractor is not subject to periodic survey under Title 42 CFR § 455.104(b)(2) it must disclose to the State, prior to enrolling, the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. Additionally, under Title 42 CFR § 455.104(a)(2), the Contractor must disclose whether any of the named persons is related to another as spouse, parent, child, or sibling. Moreover, pursuant to the requirements of Title 42 CFR § 455.104(a)(3), the Contractor shall disclose the name of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest.

57. Limitation of Liability

Notwithstanding anything to the contrary in this Contract, in no event will the Contractor's liability to the State, whether in contract or in tort, for any action arising out of or relating to Contractor's performance or nonperformance, under this Contract, in the aggregate, exceed the fees paid by the State to the Contractor, for the life of the Contract.

This section does not apply to damages for the following:

1. Payments for patents and copyright indemnification; or
2. Bodily Injury (including death), and damage to real property and tangible personal property.

In no event will the measure of damages payable by either party include, nor will either party be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, even if such party has been advised of the possibility of such damages in advance and all such damages are expressly disclaimed.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

SOUTHEASTRANS INC

Indiana Family and Social Services Administration,
Office of Medicaid Policy and Planning

By: *Steve R. Adams*

By:

Title: President/CEO

Title:

Date: 05/04/2018

Date:

<p>Electronically Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

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1 Definitions

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

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

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

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

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

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

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

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

Covered Pharmacy Trips are defined as trips to a pharmacy provided by the Broker in accordance with specifications herein when transportation cannot be provided safely by a spouse, guardian, or the Member and the Member's medication cannot be legally picked up by a spouse or guardian.

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

Fee For Services or FFS means the fee-for-service or "traditional Medicaid" program.

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

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

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

Member is defined as an individual who is enrolled in Indiana's fee-for-service Medicaid plan and eligible for NEMT services through the Broker.

Non-Emergency Medical Transport (NEMT) is defined as Medically necessary transportation for any eligible Member (and escort, if required) who has no Available Transportation to any Medicaid-reimbursable service or Covered Pharmacy Trip.

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

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

Transportation Provider is defined as a subcontractor who has been designated by the Broker to receive reimbursement for NEMT services at a negotiated rate, for NEMT provided as authorized by the Broker. A Transportation Provider could be a single vehicle and driver, a fleet of vehicles and drivers, or something else. Taxis, public transit, mileage reimbursement, EMS, and 5310/5311 transit entities are excluded from this definition. However, nothing in this definition shall abrogate or alter the requirement that any provider be enrolled as an IHCP provider with Indiana Medicaid prior to the provision of any services to any Member.

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

2 Overview

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

2.1. Description of Non-Emergency Medical Transportation Broker Tasks

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

The Broker shall manage the overall day-to-day operations necessary for the provision of transportation services and report on and maintain appropriate records and systems of accountability to report to the State Contract Manager.

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2.1.1. Medicaid Enrollment

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

2.1.2. Transportation Provider Network

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

2.1.3. Transportation Scheduling

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

2.1.4. Appropriate Level of Service

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

2.1.5. Prior Authorization

The Broker shall only issue payments for transportation services that have been authorized by the Broker prior to service delivery with the exception of ambulance non-emergency transports resulting from 911 calls as defined in paragraph 5.7.1. Prior authorization from FSSA or their designee may be required to meet exceptional travel requirements. The Broker shall provide prior authorization services in accordance with state and federal requirements.

2.1.6. Call Center

The call center must respond to telephone and written inquiries from various sources such as Members and their representatives, healthcare providers, non-emergency Transportation Providers and other stakeholders.

2.1.7. Administrative Tasks

The Broker shall assist the State with ongoing program operation; policy and procedures development and review; participate in various meetings, such as monthly status meetings with FSSA and related contractors; and convene a monthly quality improvement

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committee, and invite the State to such meetings. The Broker shall adhere to reporting requirements included in this Contract.

2.1.8. Quality Improvement

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

2.2. Current Operations / Background

In 2015, FSSA provided NEMT services to an estimated 69,000 FFS Medicaid members for a total of approximately 760,000 claims.¹ These claims were paid on a Fee-For-Service payment model. By contrast, the State's managed care entities (MCEs) procure NEMT services for their enrollees through a capitated arrangement. This contract seeks to create a similar managed program, led by the Broker, for the FFS population.

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

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

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

2.3. Regulatory Compliance Requirement

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

2.4. Risk Corridor for Capitated Payments

The State proposes the utilization of a risk corridor or shared risk model which limits the amount of risk the Broker must bear in the event that NEMT utilization rates are under- or over-estimated. The calculation of this risk sharing arrangement shall be payable upon a mutually agreed upon calculation by both the Broker and the State. The Risk Sharing provision outlined below only applies to the portion of the capitation rates applicable to the provision of NEMT services and not administrative expenses (*i.e.* the "Benefit Cost" portion of the capitation rate, as detailed in the posted capitation rates). There is no profit or loss sharing for administrative expenses. Calculations for determining loss or profit allocation shall be performed in accordance with the six month time intervals specified below. (These intervals assume a 90-day timely filing requirement.):

¹ These figures are provided for illustration purposes only.

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- 1) No later than twelve (12) months after the effective date of the contract, Broker shall evaluate and report the actual cost of transportation services during the first six (6) months of the contract to determine the transportation component profit or loss.
- 2) No later than eighteen (18) months after the effective date of the contract, Broker shall evaluate and report the actual cost of transportation services during months 7 through 12 of the contract to determine the transportation component profit or loss.

2.4.1. Loss Allocation

- a) In the event that during either six month evaluation period, Broker incurs a loss of less than or equal to 1% of the capitation payments it received in that period, Broker will incur this entire loss without assistance from the State.
- b) In the event that, during either six month evaluation period, Broker incurs a loss of greater than 1% of the capitation payments it received in that period, the cost of that loss will be apportioned as follows:
 - (1) Broker and State will share, on a 50-50 basis, all losses greater than 1% but less than 3% of the capitation payments paid; and
 - (2) The State will incur all losses greater than 3% of the capitation payments paid.

2.4.2. Profit Allocation

- a) In the event that, during either six month evaluation period, Broker turns a profit of less than or equal to 2% of the capitation payments it received in that period, Broker may keep all of this profit.
- b) In the event that, during either six month evaluation period, Broker turns a profit of greater than 2% of the capitation payments it received in that period, the profits shall be apportioned as follows:
 - (1) Broker and State will share, on a 50-50 basis, all profits greater than 2% but less than 5% of the capitation payments paid; and
 - (2) The State shall receive all profits above 5% of the capitation payments paid.
- c) All profits returnable to the State shall be returned within ninety (90) calendar days of the mutual agreement of their calculation.

2.4.3. Sunset Provision

The risk sharing arrangement outlined in this section shall only apply to the first year of the program's operations. After this, the Broker and the State agree to re-evaluate the capitation rates based on the most current utilization and cost data available and negotiate new transportation and administrative PMPM rates for the remaining term of the agreement. Broker will assume all risk associated with the new capitation rates' calculation.

2.4.4. Scope of Work Changes Impacting Cost

If during the initial year of the contract there is evidence of material impacts to the cost of NEMT services due to changes in the Scope of Work that occurred after the PMPM rate was established, the Broker and FSSA agree to renegotiate the PMPM rate to retroactively adjust for the additional cost. The carve-in of transports to methadone treatment centers is one such example that may materially impact the cost of NEMT services during the initial year of the contract.

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3 Transition Requirements

3.1. Policies and Procedures Manual

The Broker must develop an operational policies and procedures manual detailing all policies and procedures to be used in the scheduling and delivery of transportation services. The manual must include policies for general operations, services, personnel and equipment as well as vehicle maintenance and insurance verification procedures.

A final version of the manual must be submitted to the State for review and approval at least sixty (60) calendar days prior to the start of operations.

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

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

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

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

3.2. Member Communication

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

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

The Broker must have in place policies and procedures to ensure that materials are accurate in content, accurate in translation relevant to language or alternate formats and do not defraud, mislead or confuse the member. The Broker must provide information requested by the State, or the State's designee, for use in member education and enrollment, upon request.

3.2.1. Information Overview

The Broker must provide Members, State and county offices, and Medicaid enrolled providers information about this program. Information must be made available to others upon request. The information must describe the availability of NEMT services, eligibility

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for these services, the authorization process, and how to access and use these services properly.

3.2.2. Initial Member Notification

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

A final version of the initial notice must be submitted to the State for review and approval at least sixty (60) calendar days prior to the start of operations.

3.2.3. Scheduling and Procedures

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

3.2.4. Language Requirements

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

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

3.2.5. State-use Website

The Broker shall provide and maintain an Internet website for State and FSSA employees and designated contractors to access information pertaining to Indiana's NEMT services. The Broker will continually update this website to add increased functionality.

3.2.6. Member and Transportation Provider Website(s)

The Broker shall provide and maintain an Internet website or multiple websites for Indiana's Members and the network Transportation Providers to access information pertaining to Indiana's NEMT services. This website (or websites) shall be hosted on the Indiana.gov domain and access to revise and maintain the website(s) shall be granted to Broker. Broker will continually update this website(s) to add increased functionality.

The website's design and content must be presented in a user friendly, intuitive manner and provide for the information and content to be viewed and/or downloadable. The Broker shall update the website as needed to reflect changes and revisions in the NEMT services program. Updates to the website must be applied within three (3) business days of receipt

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of State approved content changes. Any non-availability of the website must be addressed within one (1) hour of discovery.

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

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

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

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

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

The State will retain ownership of the Indiana.gov web URL address at all times.

3.2.6.1. Web-based Platform

FSSA would like the Broker to move towards a statewide web-based automated transportation reservation system on a schedule mutually agreeable to the State and Broker. This web-based automated system will run in tandem with the call center.

3.3. Readiness Review

Approximately two (2) weeks before the NEMT Broker program becomes operational, the successful Broker must pass a Readiness Review (including desk and onsite review) as described below. Any exceptions to the Readiness Review timeline and due dates stated within this Section or within the SOW must be approved by the OMPP Director of Support Services, in writing, at least 30 days prior to the commencement of NEMT Broker program operations.

Representatives from FSSA may go the Broker's facility to determine if all systems are operational and ready for full-time service.

3.3.1. System Readiness

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

- a) The telephone systems are fully operational
- b) The computer system is fully operational
- c) The staffing is in compliance with the Contract
- d) All deliverables required in the Contract are available for review and approval thirty

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(30) calendar days prior to the Contract start date

- e) A disaster recovery plan is in place
- f) A business continuity plan is in place
- g) The local central office is ready for business

3.3.2. Process Readiness

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

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

3.3.3. Deficiencies and Corrections

Should FSSA deem any function or item reviewed in the Readiness Review unsatisfactory, Broker will be required to correct or cure the deficiency and submit proof to FSSA that such corrections were made.

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

3.3.4. Readiness Determination

Once the Readiness Review has been completed and approved by FSSA, the Broker will be allowed to begin taking reservations approximately two (2) weeks before transportation services are to begin.

3.4. Transportation Provider Sub-Contract

The Broker shall submit, with its proposal, a model subcontract that the Broker intends to use with Transportation Providers.

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

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

3.5. Local Office

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

In the event of power failure, the Broker shall have a back-up power system capable of operating the local office for a minimum of eight (8) hours with no interruption of services or data collection. The Broker shall notify the State when the local office is on a back-up system or is inoperative for periods longer than 30 minutes.

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4 Ongoing Broker Operations

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

4.1. Processing Member Requests for NEMT

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

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

- a) The Broker shall inform the Member that he or she must provide accurate and complete information to determine need for NEMT services.
- b) The Broker shall confirm the Member's Medicaid eligibility on the day of service by checking the State's Provider Healthcare Portal.
- c) The Broker shall inform the Member that he or she must provide, when requested, information related to the need for services, as a condition for receiving service and being determined eligible for the service.
- d) The Broker shall provide a determination based on the Members submission, and provide Member verbal notice thereof, within two (2) business days of receipt of said information from Member.
- e) The Broker shall provide a determination for urgent authorization requests, and verbal notice thereof, immediately.
- f) Should the Broker deny a NEMT request, the denial shall be in accordance with Section 4.5 of this SOW.
- g) The Broker is responsible for notifying the Member of transportation arrangements (window of pick up and drop off, and any other salient facts).

4.2. Development and Maintenance of Databases

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

4.2.1. Member Database

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

The Member database shall be capable of maintaining such information as basic demographic information, Medicaid eligibility and special transportation needs. The Broker shall use the Member database to facilitate and streamline the process outlined above in Section 4.1 and to guard against fraud. The Member database shall include, but is not limited to:

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

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

4.2.2. Transportation Provider Database

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

At a minimum the following information must be retained for each Transportation Provider and each of its vehicles.

- a) Transportation Provider name
- b) Transportation Provider address
- c) Each vehicle in the Transportation Provider's fleet, including:
 - I. Manufacturer and model year.
 - II. VIN and fleet number (if assigned)
 - III. Odometer reading at the time the vehicle entered service
 - IV. Type of vehicle (e.g. minivan, sedan, SMV, Ambulance)
 - V. Capacity (number of passengers and/or wheelchair capacity)
 - VI. Any specialized equipment (e.g. lift, cot/stretchers stanchions/sidewall tie-downs)
 - VII. License plate number
 - VIII. Valid registration with expiration date
 - IX. Insurance certifications
 - X. Broker inspection history (safe for transport-routine maintenance history)
 - XI. Log of Member complaints regarding vehicle

At a minimum the following information must be retained and available for each driver employed by or as a Transportation Provider:

- a) Driver's name and date of birth
- b) Legible copy of valid driver's license
- c) Driver's license number, expiration date, and type of license.
- d) First aid training and current certificates, including the certificate's expiration
- e) Cardio Pulmonary Resuscitation (CPR) training – current certification and the certification's expiration

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

4.3. NEMT Requiring Prior Authorization

Certain services under Indiana Medicaid require prior authorization. Please refer to 405 IAC 5-30 for further information, including a definition of prior authorization. Where necessary, the Broker shall request to the State's Prior Authorization Vendor to obtain the Prior Authorization from that Vendor.

A prior authorization is required for the following transportation services:

Trips exceeding 20 one-way trips per Member, per rolling 12-month period, with certain exceptions as noted below.

Exceptions to 4.3(a):

The Broker may request relaxation of the prior authorization requirements for Members who exceed 20 one-way trips if frequent medical intervention is required based on information obtained from a Member and/or their healthcare provider. Examples of situations that require frequent medical intervention include, but are not limited to, prenatal care, chemotherapy, and other therapy services. Requests for relaxation of the 20 one-way trip limit must be submitted to the FSSA NEMT Contract Analyst for approval. FSSA will track such requests for consideration of future modifications to the list of standing exemptions.

Furthermore, the following services are exempt from the 20 one-way trip limitations:

- i. Emergency transportation services
 - ii. Hospital admission or discharge
 - iii. Trips to and from renal dialysis facilities
 - iv. Members residing in a nursing home or skilled nursing facility
 - v. The transportation of an accompanying parent or Attendant
 - vi. The transportation of an additional Attendant
 - vii. Covered Pharmacy Trips in association with an authorized medical appointment (Stand-alone pharmacy trips will count toward the 20 trip limit.)
 - viii. Trips to and from methadone treatment centers
-
- b) Trips of 50 miles or more one way, including all codes associated with the trip (wait time, parent or Attendant, additional Attendant, and mileage)
 - c) Interstate transportation or transportation services rendered by a Transportation Provider located out-of-state in a non-designated area
 - d) Train or bus services
 - e) Airline or air ambulance services

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The form, format, content, and transmission method of a prior authorization must comply with State and federal laws, rules and regulations. Prior authorizations shall be obtained, from the State or its designee Vendor, and reviewed by the Broker in accordance with these requirements.

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

4.4. NEMT Requiring a Medical Needs Form

A Member's treating physician must approve the following types of NEMT prior to the Broker's authorization of transportation service:

- a) Use of an Ambulance
- b) The services of an Attendant
- c) Members requiring Exceptional Travel (e.g. air travel, overnight travel)
- d) Any expenses (meals and lodging) associated with Exceptional Travel

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

4.5. Denial of a Member's NEMT Request

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

Denial criteria include:

- a) The Member is not eligible for NEMT Services on the date of service.
- b) The Member does not have a medical need that requires NEMT Services.
- c) The medical service for which NEMT Service is requested is not a medical service covered by Medicaid.
- d) The Member has access to Available Transportation.
- e) Transportation to the medical service or pharmacy for which NEMT service is requested is covered under another program.
- f) The medical appointment is not scheduled or was not kept.
- g) The trip was not requested timely and the request cannot be accommodated.
- h) Additional documentation was requested and was not received in a timely manner.
- i) The Member refuses the appropriate mode of transportation.
- j) The Member refuses the Transportation Provider assigned to the trip and another appropriate provider is not available.
- k) The Member refuses to cooperate in determining status of Medicaid eligibility.
- l) The Member exhibits uncooperative behavior or misuses/abuses NEMT services.
- m) The Member is not ready to board NEMT transport ten (10) minutes after the scheduled pick up time.
- n) Failure to obtain the Medical Needs Form.
- o) The Member is a minor under the age of sixteen (16) does not have an appropriate escort.

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4.5.1. Communicating a Denial to a Member

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

No later than the next business day after the verbal communication of the denial, the Broker shall generate and mail a denial letter to the Member. The letter will set for the basis of the denial and explain the Member's right to appeal, as described in Section 4.5.2 below. A copy of each denial letter shall be maintained in the Broker's Member file.

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

4.5.2. Members' Right to Appeal a Denial

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

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

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

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

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

4.6. Transportation for Individuals Accompanying the Member

The Broker must have a plan to provide NEMT to parents, guardians or spouses of Members receiving Medicaid services who, by virtue of age and/or condition, need to be accompanied or who may need NEMT to be with a Member while the Member is receiving Medicaid covered services or for Covered Pharmacy Trips.

4.7. Transportation for Minors

Members under the age of sixteen (16) years shall be escorted to medically necessary appointments. The child's parent, foster parent, caretaker, legal guardian or FSSA, as appropriate, shall be responsible for providing this escort.

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

- a) The adult is a Member who has the appointment and requests that his/her child travels with them because there is no one available to stay with the child.
- b) The adult serves as the escort to the child (minor) requiring treatment/services and is requesting for an additional child to travel with them because there is no one available to stay with that additional child.

The Broker may use its discretion to allow the additional child to travel in the above circumstances, provided that there is room or an available seat that is not being occupied by another Member requiring treatment/services. However, if the Broker determines that it is not able to accommodate an additional child Broker must notify the applicable Member (or his or her guardian, as applicable) at least 24 hours prior to any scheduled pick-up.

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

4.8. Limitations and Controls for Exceptional Travel

Exceptional Travel is defined as non-emergency transportation, which is necessary under extraordinary medical circumstances that require traveling out-of-state for health care treatment not normally provided through in-state health care providers. This transportation is limited to out-of-state travel, including air and ground travel. Prior Authorization will be required in accordance with Section 4.3.

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

4.8.1. Air Transportation

The Broker shall receive, schedule, and arrange commercial air transportation as requested by FSSA. In limited situations, the medical care required for a member cannot be provided within the State of Indiana. In these situations, there are Indiana Medicaid enrolled specialty hospitals located elsewhere in the United States for which the medical services have been pre-certified by FSSA.

The Broker shall evaluate the request to determine if the medical services have been pre-certified (prior authorization) and that medical certification of the need for commercial air travel is obtained from the medical provider. The Broker is responsible for making the appropriate arrangements, purchasing the tickets, and distributing them to the Member.

The Broker is only responsible for purchasing tickets for the Member receiving medical services and up to one escort when required and authorized.

The Broker shall use the most cost efficient arrangements with reasonable allowances for choosing a flight that would reduce the number of transfers, and/or reduce travel time and/or choosing an appropriate departure/arrival time

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based on the needs of the member. All tickets purchased for commercial air travel must be coach seating.

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

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

4.8.2. Meals and Lodging

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

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

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

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

	IN-STATE	OUT-OF-STATE
Departure before 12:00 PM	\$26.00	\$32.00
Departure between 12:00 PM and 4:30 PM	\$13.00	\$16.00
Departure after 4:30 PM	NONE	NONE
Return before 12:00 PM, but after 7:30 AM*	\$13.00	\$16.00
Return after 12:00 PM	\$26.00	\$32.00

*No subsistence is paid for travel segments less than 7 1/2 hours.

If a meal is provided, no subsistence shall be claimed for that meal and is to be deducted as follows:

	IN-STATE	OUT-OF-STATE
Breakfast	\$6.50	\$8.00
Lunch	\$6.50	\$8.00
Dinner	\$13.00	\$16.00

4.9. Member Corrective Education

The Broker must educate and manage Members who are chronically late, “no-shows” or abusive. The Broker must educate Members who habitually call after regular working hours and leave messages requesting transportation. The Broker must document no-shows and abusive behavior in the transportation database. To the extent the Broker has knowledge, the Broker must report, to the FSSA, Members who misuse emergency services but instead require NEMT to or from the medical service. If the Member

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continues to exhibit uncooperative behavior or misuses/abuses NEMT services, services may be denied. Members must receive written notice of denial and information regarding their right to appeal a denial or reduction of NEMT services.

4.10. Complaint Tracking and Resolution

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

Complaint logs shall include, at a minimum, the following information:

- a) Name and contact information of person filing the complaint
- b) Date complaint was filed
- c) Member information, if applicable
- d) Narrative explaining the detail of the complaint
- e) Relevant trip information pertaining to the complaint
- f) Relevant Transportation Provider information pertaining to the complaint
- g) Trip log information, if applicable
- h) Outcome/resolution of complaint
- i) Date of Broker's response to complaint

The Broker shall provide the complaint log to FSSA upon request.

4.11. Scheduling NEMT

The Broker shall schedule Transportation Providers to provide NEMT to Members in accordance with the following parameters.

4.11.1. Mode of Transportation

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

4.11.1.1. Scheduling the Use of Public Transportation

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

4.11.2. Wait Time and Arrival Window

The Transportation Providers scheduled by Broker shall arrive on time for scheduled pick-ups. Arrival before the scheduled pick-up time is permitted; however, a Member shall not be required to board the vehicle before the

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scheduled pick-up time. The Transportation Provider is not required to wait more than ten (10) minutes after the scheduled pick up time.

4.11.3. Scheduling and Dispatching Software

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

The scheduling system must be capable of accommodating advanced reservations, subscription service and requests for urgent service. The software should track scheduling tasks for reporting purposes as identified in Section 9 below.

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

4.11.4. Regular, Non-urgent Appointments

The Member must contact the Broker to request NEMT services at least two (2) business days prior to a non-urgent, scheduled appointment. The two (2) business day advance scheduling includes the day of the call but not the day of the appointment. The Broker may encourage, but not require, at least three (3) business days of notice for non-urgent requests. Advance scheduling is mandatory for all NEMT services except urgent care and follow-up appointments when the timeframe does not allow advance scheduling.

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

4.11.5. Urgent Care Transportation

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

The requirements of this Section 4.11.5 shall also apply to appointments established by medical care providers which allow insufficient time for routine two (2) day scheduling.

4.11.6. Multiple Load Scheduling

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

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4.11.7. Delay in Pickup or Arrival

Unless impossible due to a Transportation Provider's failure to communicate with the Broker or a Member's inability to receive notice, if a delay of over 15 minutes occurs in the course of picking up scheduled riders, the Transportation Provider or Broker must contact proposed riders at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The Transportation Provider or Broker must advise scheduled riders of alternate pick up arrangements when appropriate. Broker shall require Transportation Providers to provide notice when a delayed pickup or arrival is anticipated in accordance with the Provider Agreement between Broker and a Transportation Provider.

4.11.8. Pharmacy Trips

Trips to a pharmacy are covered in accordance with the following limitations:

- a) Any pharmacy trip in conjunction with an authorized trip to or from a covered medical service or a hospital discharge is permitted. Such pharmacy stops **do not** count toward the twenty (20) trip limit.
- b) A stand alone pharmacy trip is allowed but limited to pharmacies located within the Member's local community or in a neighboring community if no pharmacies are located in the Member's community. Stand alone pharmacy trip legs **will** count toward the twenty (20) trip limit.

5 Transportation Provider Network Requirements

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

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

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

Specific Broker responsibilities for the development and maintenance of a network of Transportation Providers shall include the following.

- a) The Broker must recruit qualified Transportation Providers that employ courteous, safe, quality strategies in the delivery of NEMT.
- b) The Broker must ensure that all Transportation Providers must be Medicaid enrolled providers.
- c) The Broker must negotiate rates or use other strategies to ensure that the most appropriate NEMT is provided.
- d) The Broker must assure that agreements with Transportation Providers meet the minimum requirements, referenced in Section 3.4 above, as well as all applicable federal and State laws and regulations, including but not limited to those laws and regulations governing NEMT vehicles and drivers.
- e) The Broker must assure that it will refrain from contracting with Transportation Providers

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who FSSA and/or the State has terminated from the Medicaid program or NEMT program for good cause.

- f) The Broker must ensure that all Transportation Providers carry automobile liability insurance with a minimum of \$1,000,000 (one million dollars) per occurrence.

5.1. Broker Credentialing of Transportation Providers for Network Participation

The Broker shall develop a credentialing process to add Transportation Providers to its network. The Broker shall annually credential network Transportation Providers. The credentialing process shall be detailed, for FSSA's review and approval, as part of the policies and procedures manual. The credentialing process will comply with all State and federal rules and regulations. The Broker shall accept evidence of certification as a 5307, 5310 or 5311 transit provider under Federal Transit Administration guidelines in lieu of FSSA's credentialing requirements related to vehicle and driver requirements described in this Scope of Work.

5.2. Transportation Provider Management

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

5.3. Cultural Competency

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

5.4. Transportation Provider Education

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

At a minimum, the orientation program must include:

- a) An overview of NEMT Program and division of responsibilities between Broker and the Transportation Provider
- b) Vehicle requirements
- c) Procedures for handling accidents, moving violations and vehicle breakdowns.
- d) Minimum driver qualifications
- e) False Claims Act
- f) Driver conduct, including customer service standards and requirements during pickup, transport and delivery
- g) The proper use of Attendants
- h) Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the Member
- i) Scheduling procedure after hours, weekends and holidays
- j) Procedures for handling requests for Urgent Care Transportation

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- k) Criteria for trip assignments by Broker, including dispatching and the delivery of services
- l) Procedures for Transportation Providers obtaining reimbursement, including but not limited to documentation requirements and appropriate billing
- m) Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs
- n) Procedures for handling complaints from Members or Medicaid Providers
- o) Practices and procedures related to the privacy and security of Member health and personal information
- p) Which services constitute IHCP covered services

5.5. Prohibition of Previously Terminated Providers

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

5.6. Geographic Sufficiency

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

5.7. Network Vehicles

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

5.7.1. Ambulances

When a Member requires non-emergency basic life support (BLS) or non-emergency advanced life support (ALS), an ambulance must be used for transportation. All BLS or ALS ambulance transports shall require a Medical Needs Form from the Member's healthcare provider prior to authorization by the Broker. See the Indiana ambulance provider handbook for the necessary program policy regarding ambulance services.

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

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

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The Broker shall retroactively pay ambulance services in accordance with the provider agreement for FFS Members transported to a covered medical service as a result of a 911 call when all of the following conditions are met:

- a) The ambulance service has a provider agreement with the Broker.
- b) The ambulance transport is not eligible for reimbursement as an emergency ambulance trip under Medicaid or any other third party payor.
- c) The ambulance service submits a clean claim and a copy of the patient care report via a mechanism approved by the Broker. (Members with Medicare and/or other primary payors require evidence of a claim denial.)
- d) The ambulance transport was not a hospital-to-hospital transfer.
- e) The transport date of service occurs during the term of this contract and the claim is submitted in accordance with FSSA's timely filing requirements.

5.7.2. Specialized Medical Vehicles (SMV)

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

5.7.3. Common Vehicles

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

5.7.4. Public Transportation

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

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

When determining the most appropriate mode of transportation for a member, the Broker must consider the member's current level of mobility and functional independence. Modes other than public transportation must be used when the member:

1. is able to travel independently; but, due to a permanent or temporary debilitating physical or mental condition, cannot use the mass transit system;
2. is unable to be accommodated by the public paratransit system (public transit wheelchair lift service) due to route limitations of the paratransit service;

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3. is traveling to and from a location which is inaccessible by mass transit (accessibility is not within 1/2 mile of scheduled stop); and,
4. is medically fragile and requires the assistance of an escort (requires Public Transit Restriction Form from medial provider).

5.7.5. Volunteers

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

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

5.7.6. Taxis

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

5.7.7. Backup Vehicles

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

5.7.8. Independent Services Contractors Vehicles

The Broker may utilize Independent Service Contractors enrolled in IHCP who meet credentialing and training requirements in Section 7 of this SOW; who transport members in a personal vehicle that meets applicable driver, vehicle, and other safety requirements as indicated in this SOW; and, who accepts trips from the Broker in exchange for mileage reimbursement.

5.8. Payment of Transportation Providers

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

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

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

5.9. Authorized Health Care Procedure Coding System (HCPCS) Codes

Broker shall only authorize payment for services billed under the Health Care Procedure Coding System (HCPCS) codes as defined in the Broker's Operating Procedures Manual. All other HCPCS codes are not authorized for payment under this contract.

6 Vehicle Standards

The Broker must assure that all Transportation Providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this Contract. Vehicles and all components must comply with or exceed the manufacturers, State and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this Contract. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations. Any vehicle found non-compliant with the Indiana Bureau of Motor Vehicles (BMV) licensing requirements, safety standards, ADA regulations, or Contract requirements must be removed from service immediately if this discrepancy creates a health or safety hazard for vehicle occupants.

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

6.1. Communication with Vehicles

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

6.2. Safety and Operational Requirements for all Transportation Provider Vehicles

All vehicles, regardless of type, must comply with the following minimum requirements.

- a) All vehicles must be equipped with adequate heating and air conditioning for driver and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.
- b) All vehicles must have functioning, clean and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use. Each

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- vehicle shall have at least two (2) seat belt extensions available at all times.
- c) All vehicles must have a functioning speedometer and odometer.
 - d) All vehicles must have functioning interior light(s) within the passenger compartment, functioning brake lights, and functioning headlights.
 - e) All vehicles must have adequate sidewall padding and ceiling covering.
 - f) The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall also be free of dirt, oil, grease and litter.
 - g) All vehicles must be smooth riding, so as not to create passenger discomfort.
 - h) All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.
 - i) The vehicle's interior and exterior must be clean and have exteriors free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents, which detract from the overall appearance of the vehicles.
 - j) All vehicles must have the Transportation Provider's name, vehicle number, and the Broker's name and phone number prominently displayed within the interior of each vehicle. This information must also be available in written form on each vehicle for distribution to riders on request.
 - k) All vehicles must adhere to all applicable regulations, including but not limited to those issued by the Indiana Department of Transportation.
 - l) All vehicles must have the following signs posted in all vehicle interiors, easily visible to the passengers:
 - 1. No smoking, eating or drinking
 - 2. All passengers must use seat belts
 - m) All vehicles, except stretcher vans, that require a step up for entry, must include a retractable step, or a step stool as approved by FSSA to aid in passenger boarding.
 - n) All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored on or in the driver's side visor. This packet will include:
 - 1. vehicle registration
 - 2. insurance card
 - 3. accident procedures and forms
 - o) All vehicles must be provided with a fully equipped first aid kit and a "spill kit" including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

6.3. Ambulance Safety and Operational Requirements

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

6.4. SMV Safety and Operational Requirements

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

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All SMVs must adhere to the following additional minimum standards:

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

6.5. Common Vehicles Safety and Operational Requirements

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

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

6.6. Taxi Safety and Operational Requirements

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

6.7. Periodic Inspections

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

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

6.8. Right to Inspection by FSSA

All Transportation Providers and vehicles are subject to inspection by the State at any time. All records regarding the satisfaction of any and all vehicle safety and operational standards (including but not limited to the inspection records required by Section 6.7 above) must be made available to FSSA within 48 hours upon the agency's written or verbal request.

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6.9. Removal of Vehicles from the Network

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

- a) FSSA SMV licensing and equipment/restraint device requirements
- b) Bureau of Motor Vehicles licensing requirements, safety standards, or annual inspections
- c) ADA regulations, when applicable
- d) Contract requirements
- e) Vehicles currently placed out of service by, or impounded by, the Indiana State Police or other local, State or federal law enforcement agency
- f) Any vehicle receiving two (2) or more legitimate complaints from passengers concerning cleanliness, temperature deficiencies within the same five (5) day period.

Such vehicle may be returned to service once the appropriate corrective action has been taken. Such corrections must be documented and become part of that vehicles permanent record maintained by the Broker in its Transportation Provider database.

6.10. Global Positioning System

The State prefers that the vehicles utilized by the Broker be equipped with Global Positioning Systems (GPS) which keep a record of the activity of the drivers while providing NEMT.

7 Driver and Attendant Requirements

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

7.1. Licensure

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

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

7.2. Inhibitory Substances

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

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Furthermore, all drivers and Attendants must pass a drug test prior to employment and shall be subject to drug tests randomly and upon suspicion by a Transportation Provider or Broker. A drug test will also be required when a driver is involved in any motor vehicle accident.

7.3. Background Check

The Broker shall require that all drivers and Attendants comply with Indiana Statute regarding criminal background checks. The Broker shall verify that driver or Attendant is not listed on the Indiana Sex and Violent Offender Registry. The Broker shall ensure that no driver or Attendant has been convicted of a violent crime, robbery, theft, assault, homicide, or DUI.

Motor Vehicle Record Check

Drivers convicted of two or more separate moving violations related to transportation provided under the Provider Agreement during their tenure as an authorized driver, must be removed from service.

The Broker must ensure that the "Any State" option is utilized to verify that the driver or Attendant is not listed on the Registry in any State. The Broker (or Transportation Provider) shall conduct criminal background checks on all drivers and Attendants, and shall include in its Proposal the criteria the Broker will use to determine if a driver can provide services under the NEMT Broker Program.

7.4. Driver and Attendant Training

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

The driver training curriculum shall include:

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

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

Attendant training shall include at a minimum:

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

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7.4.1. Alternative Training Curriculum

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

7.5. Conduct While Providing Services to Members

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

7.5.1. No Smoking

Smoking is prohibited in the vehicles while performing Medicaid transportation service. "No Smoking" signs shall be visible to all passengers. Broker shall require drivers and Attendants contact the Broker immediately if passengers fail to comply with this prohibition.

At no time shall drivers or Attendants smoke while in the vehicle, while involved with Member assistance, or in the presence of any Member.

7.5.2. Identification

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

7.5.3. Arrival Confirmation

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

7.5.4. Provision of Passenger Assistance

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

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

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

Drivers or Attendants must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger's destination when the need for door to door assistance is indicated or requested

No driver or Attendant shall touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to

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secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained.

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

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

7.5.5. Vehicle Temperature

Drivers shall maintain a comfortable interior cabin temperature at all times while vehicle is occupied by a Member or an attendant.

7.5.6. Other Distractions

Drivers and Attendants shall not use a cell phone or texting devices while driving.

At no time shall drivers or Attendants eat or consume any beverage while in the vehicle or while involved with or in the presence of any Member. Long distance trips and overnight travel are excluded from this requirement.

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

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

7.6. Complaints

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

8 Call Center Requirements

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

8.1. Caller Privacy

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

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8.2. Staffing

The Broker must maintain a properly functioning and appropriately staffed toll-free telephone number available during regular business hours (i.e. 8:00 a.m. through 6:00 p.m. EST Monday through Friday) with 24 hours a day, seven days a week voice mail, TTY and a facsimile number; and must have the ability to handle inquiries from non-English speaking callers and those with hearing and speech impairments. The phone system must have capacity to handle the volume of inquiries required to service the Members.

The Broker must ensure that it has staff to handle all calls and act as troubleshooters and problem solvers for transportation related questions (and any other issues that may arise).

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

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

8.3. Call Center Staff Training

The Broker shall provide a program of call center personnel training prior to permitting any personnel to have public contact or answer scheduling lines. Training shall include sensitivity components dealing with:

- a) Aged and disabled persons
- b) Cultural diversity, including personnel fluent in English, Spanish and other languages where the language is used by at least five (5) percent of the Member population
- c) Customer service training, including handling hostile callers
- d) Communicating with hearing or speech-impaired individuals

Service personnel, including scheduling personnel, must be trained and knowledgeable in all aspects of transportation service operations including Broker reservation and prior authorization procedures. The Broker shall provide a written comprehensive training plan for all service personnel. A final version of the training plan must be submitted to the State for review and approval at least sixty (60) calendar days prior to the start of operations. Any changes to this plan must be approved by FSSA prior to implementation. Changes must be submitted to FSSA no later than thirty (30) calendar days prior to requested implementation.

8.4. Automatic Call Distribution

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

The automatic call distribution system shall be able to record and aggregate the items detailed in Section 9 and shall be able to produce the reports specified herein and ad hoc reports that FSSA may request on a daily, weekly, or monthly basis.

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8.5. Quality Assurance

Calls shall be monitored and recorded for quality assurance purposes and callers shall be advised of this. Administrative lines need not be recorded.

8.6. Backup Telephone System

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

8.7. Emergency Calls

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

9 Data / Reporting Systems & Requirements

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

Upon the achievement of a steady state of operations, the State and Broker may mutually agree to change the frequency of the below reports from monthly to quarterly.

9.1. Complaint Reports

9.1.1. Monthly Complaint Summary Report

This Report shall be due no later than the 30th day of the month following the report month. The Report shall detail the total number of complaints by complaint category for each month in the State's fiscal year with cumulative fiscal year-to-date totals and a percentage calculation for each complaint category for each month in the fiscal year with cumulative fiscal year-to-date totals.

The complaint categories shall include but are not limited to:

- a) Issue with the Broker
- b) Transportation Provider late
- c) Issue with NEMT Provider's driver
- d) Issue with NEMT Provider's vehicle
- e) Transportation Provider no-show
- f) Complaint by medical facility
- g) Member incident/injury
- h) Other Transportation Provider issue

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9.1.2. Monthly Complaint Detail Report

This Report shall be due no later than the 30th day of the month following the report month. The Report shall provide for each valid complaint at least the following information:

- a) Complaint number
- b) Member's name
- c) Member's Recipient ID (RID) number
- d) Name of the complainant
- e) Complaint receive date
- f) Complaint type
- g) Complaint details
- h) Complaint subject (party that is the subject of the complaint)
- i) Name of the Transportation Provider
- j) Result of complaint investigation
- k) Date of complaint resolution

9.2. Call Center Report

This report shall be due no later than the 30th day of the month following the report month. This report shall provide, for each business day during the reporting period, the following information, in addition to the requirements set forth.

- a) Total number of calls received
- b) Total number of calls answered
- c) Total number of calls answered directly
- d) Total number of calls answered from a holding or wait queue
- e) Total calls receiving busy signals
- f) Total calls abandoned
- g) Average abandonment time
- h) Average talk time
- i) Average speed answered by a call center staff member
- j) Average time until a response from the automated voice system
- k) Percentage of calls abandoned
- l) Percentage of calls answered
- m) Highest abandonment time
- n) Highest average speed answered time
- o) Number of available operators, by time of day and day of the week, in hourly increments

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

9.3. Encounter Report

The Broker shall collect and log detailed Encounter Data for each NEMT trip it coordinates. The Broker shall collect only information approved by FSSA and in a format approved by FSSA. The data will be processed by the State in a manner similar to claims processing, with the exception that no payment per claim will be generated. All other costs, including telecommunications equipment and expense, computer

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hardware and software associated with collecting and transmitting encounter data to the State shall be the responsibility of the Broker.

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

9.4. Denial Report

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

9.5. Transportation Request Report

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

9.6. Transportation Trip Summary Report

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

9.7. No-Show Report

The Broker shall submit to FSSA a monthly report containing Member no-show data. The Member No-Show Report and the methodology used to correct the Member no-show, must be submitted to FSSA for review and approval thirty (30) calendar days prior to the start of operations. The Broker must incorporate modifications required by FSSA within ten (10) calendar days of notification. In no case will a Broker be allowed to begin operations without an approved Member No-Show Correction Plan. Updates to the plan must be submitted to FSSA for review and approval at a minimum of five (5) business days prior to execution.

Implementation of any revisions will not be effective until FSSA has given the Broker written approval of any proposed revision.

9.8. Accident and Moving Violation Report

The Broker shall notify FSSA or its agent immediately of any accident resulting in driver or passenger injury or fatality while services were provided to a Member under this contract. The Broker shall file a written accident report with FSSA within ten (10) business days of the accident and will cooperate with FSSA and law enforcement during any ensuing investigation. A police report is also required as supporting documentation.

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

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

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

9.9. Vehicle Report

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

The list shall include for each vehicle:

- a) Name of the corresponding Transportation Provider
- b) Manufacturer and model
- c) Model year
- d) Vehicle identification number
- e) Type of vehicle (minibus, SMV, sedan, etc.)

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

9.10. Annual Report

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

9.11. Program Integrity Reporting

Any report required by Section 11 below.

9.12. GPS Report

If the Transportation Provider fleet is equipped with GPS, the Broker shall provide a monthly report of this GPS data for the State's analyses. This report shall contain the information necessary to link the GPS data with the claims for this period.

9.13. Ad Hoc Reporting

Other reports may be requested by FSSA either periodically or on a scheduled basis.

10 Performance Standards

Performance standards are outlined in **Exhibit 3 – Pay for Performance Standards**, attached hereto and incorporated fully herein.

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11 Program Integrity Requirements

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

11.1. Required Disclosures

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

11.2. Screening for Excluded and/or Disbarred Entities

The Broker, as well as its subcontractors, and any Transportation Providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR § 1002) on exclusion and debarment screening. All tax-reporting provider entities that bill and/or receive Indiana Medicaid funds as the result of this Contract shall screen their owners and employees against the federal exclusion databases (such as LEIE and EPLS). Any services provided by excluded individuals shall be refunded to and/or obtained by the State and/or the Broker as prescribed in section 11.10 Program Integrity Overpayment Recovery. Where the excluded individual is the provider of services or an owner of the provider, all amounts paid to the provider shall be refunded to the State. Any Transportation Provider listed on any of these excluded or disbarred entity databases shall not be included in the Broker's Network.

11.3. Program Integrity Staffing Adequacy

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

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

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11.4. Program Integrity Operations

The Broker shall have surveillance and utilization control programs and procedures (42 CFR §§ 456.3, 456.4, 456.23) to safeguard Medicaid funds against improper payments and unnecessary or inappropriate use. The Broker shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected waste, fraud and abuse activities. Broker shall have operations sufficient to enable the efficient identification, investigation, and resolution of waste, fraud and abuse issues of Broker's Transportation Providers.

Broker shall conduct all operations and deploy all capabilities described below on a routine basis and as necessary for the effective reduction of Medicaid waste, fraud and abuse. The Broker shall have the ability to make referrals of suspected malfeasance to the FSSA PI Unit, and accept referrals from a variety of sources including: directly from Transportation Providers (either provider self-referrals or from other providers), members, law enforcement, government agencies, etc. The Broker shall also have effective procedures for timely reviewing, investigating, and processing such referrals. Broker is required to conduct and maintain at a minimum the following operations and capabilities:

- a) The type and frequency of training and education of Broker employees on the detection of fraud, waste and abuse. Training must be annual and address the False Claims Act, Indiana laws and requirements governing Medicaid reimbursement and the utilization of services – particularly changes in rules, and other Federal and State laws governing Medicaid provider participation and payment as directed by CMS and FSSA. Training should also focus on recent changes in rules, when there have been changes.
- b) Provision for internal monitoring and auditing.
- c) Broker shall have policies and procedures in place to prevent and detect fraud, waste, and abuse. Policies shall include, at a minimum, detection and prevention of:
 - i. Billing for services not rendered
 - ii. Billing for more extensive services than those actually provided
 - iii. Use of correct Health Care Procedure Coding System (HCPCS) codes and modifiers to properly identify the services rendered
 - iv. Improper member ID card use and card sharing
- d) Broker shall conduct surveillance and utilization review activities to ensure the appropriate use and reimbursement for services. Such activities shall include:
 - i. Pre- and post-enrollment site visits for Transportation Providers as required by the Affordable Care Act. The Broker shall develop a site visit tool and process for aggregating the results to the state for review and approval at least ninety (90) calendar days prior to the start of operations.
 - ii. Establishment of edits and audits in the claims processing system that enforce non-emergency transportation member benefits and service limitations.
 - iii. Routine post payment claim desk audits. The broker shall conduct post payment desk audits on 10% of transportation providers quarterly to identify whether improper payments have been made.
 - iv. The broker shall produce monthly fraud detection reports to identify

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potential instances of fraud, waste, or abuse by the Member or the Transportation Provider. Fraud detection reports are designed to identify patterns or unusual occurrences that historically indicate a high risk for fraudulent activity. These reports include, but are not limited to:

- 1) High mileage reports to identify members traveling excessive distances for routine care.
- 2) Trip frequency reports to identify members with excessive number of trips not authorized as a standing order by a healthcare facility.
- 3) Geo-code reports to identify trips with pick-up or drop-off geo-codes that are outside acceptable variances to the pre-scheduled geo-coded locations

11.5. Pre-Payment Review

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

11.6. Preliminary Investigation of Suspected Waste, Fraud or Abuse

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

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

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

11.7. Reporting Suspected or Confirmed Incidences of Waste, Fraud or Abuse

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

11.8. Program Integrity Activities Report

A directed by the FSSA PI Unit, the Broker shall submit a detailed Audit Report to OMPP which outlines the Broker's program integrity-related activities. The Audit Report

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shall specify current audits and investigation activity of the unit, a summary of the reason for the audit/investigative activity, the disposition of any such completed activity (including detailed overpayment amounts identified or recouped), and projected upcoming activity for the following quarter.

The Program Integrity Activities Report should also specify individual Transportation Provider recoupment, repayment schedules, and actions taken for each audit or investigation. The report must also identify recoupment totals for the reporting period. The FSSA PI Unit shall review and approve, approve with modifications, or reject the Activities Report and specify the grounds for rejection.

11.9. Cooperation with Further Investigation and/or Prosecution

The Broker shall cooperate fully in any further investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to interview Broker employees and consultants, including but not limited to those with expertise in the administration of the program and/or any matter related to an investigation.

11.10. Program Integrity Overpayment Recovery

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

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

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

- a) From the recovery, the State (including the IMFCU) shall retain its costs of pursuing the action, including any costs associated with FSSA PI Unit operations associated with the investigation, and its actual documented loss (if any). The State will pay to the Broker the remainder of the recovery, not to exceed the Broker's actual documented loss. Actual documented loss of the parties will be determined by paid false or fraudulent claims, canceled checks or other similar documentation which objectively verifies the dollar amount of loss.
- b) If the State determines it is in its best interest to resolve the matter under a settlement agreement, the State has final authority concerning the offer, or acceptance, and terms of a settlement. The State will exercise its best efforts to consult with the Broker about potential settlement. The State may consider the Broker's preferences or opinions about acceptance, rejection or the terms of a settlement, but they are not binding on the State.
- c) If final resolution of a matter does not occur until after the Contract has

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expired, the preceding terms concerning disposition of any recovery and consultation with the Broker shall survive expiration of the Contract and remain in effect until final resolution of a matter referred to the IMFCU by the Broker under this section.

- d) If the State makes a recovery from a fraud investigation and/or corresponding legal action where the Broker has sustained a documented loss but the case did not result from a referral made by the Broker, the State shall not be obligated to repay any monies recovered to Broker, but may do so at its discretion. Funds recovered as a result of a multi-state fraud investigation/litigation, however, will be shared with Broker as prescribed for funds recovered as a result of Broker's fraud referral absent extenuating circumstances.

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

- e) The funds from the issues, services or claims have been obtained by the State or Federal governments, either by the State directly or as part of a resolution of a State or federal audit, investigation and/or lawsuit, including but not limited to false claims act cases;
- f) When the issue, services or claims that are the basis of the repayment have been or are currently being investigated by the FSSA PI Unit, the Federal Medicaid Integrity Contractor (MIC), Broker, Indiana MFCU, or Assistant United State Attorney (AUSA), are the subject of pending Federal or State litigation, or have been/are being audited by the State's Recovery Audit Contractor (RAC).

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

11.11. Auditing Program Integrity Operations

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

EXHIBIT 2
CAPITATION RATES

2018 Non-Emergency Medical Transportation Broker Capitation Rates
Effective June 1, 2018 through April 30, 2019

All rates before adjustment for 2.00% withhold and before risk adjustment.

NEMT Statewide Composite Rate
Per member per month - **\$8.63**

EXHIBIT 3

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It is the State's primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract. This includes, but is not limited to, performing all items described in the Scope of Work Attachment A, completing all deliverables in a timely manner described in the Scope of Work, and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions and the measures described below.

It is the intent of FSSA to remedy any non-performance through specific remedies at no additional cost to the State. In the event that the Contractor fails to meet requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies described in the Contract.

- A. In each month of the first year of the Contract, the State shall withhold two percent (2%) of the Contractor's monthly invoice amount pending verification of the Contractor's performance against the Performance Metrics described in 'Table 1' and 'Table 2' below. Starting in the second year of the Contract, the amount withheld shall be three percent (3%) unless a different figure is mutually negotiated by the State and Contractor.
- B. Following the State's verification that Contractor successfully met the requirements for (1) 22 of the 25 Performance Metrics in 'Table 1' in a given month ("Condition 1") and (2) the Performance Metric in 'Table 2' ("Condition 2") in the same given month, the Contractor may invoice the State for the withheld funds described in clause A. above with the subsequent month's invoice (for example, if Contractor successfully meets both Condition 1 and Condition 2 for January, and verification is completed in February, the 2% of the January invoice that was withheld can be claimed with the February invoice). If the State determines that the Contractor fails either Condition 1 or Condition 2, clause C. shall control.
- C. If the Contractor fails to meet either Condition 1 or Condition 2 the Contractor must submit a Corrective Action Plan (CAP) to the State within fifteen (15) calendar days following the documentation of failure to meet either Condition. This CAP shall address how the Contractor plans to ameliorate its performance on all missed Performance Metrics. The State shall review and make reasonable efforts to approve the CAP within ten (10) calendar days of the CAP being received.

The State may continue to withhold funds for the subject month during the pendency of the CAP. The State may also withhold the funds for each month that transpires during the CAP. The CAP will conclude, and the Contractor may invoice for all associated withheld funds if, during an initial three-month term of the CAP, the Contractor meets both Condition 1 and Condition 2 in the same month. (For illustration purposes, if a CAP was triggered for January's performance, the initial three-month period of the CAP would cover February, March and April. If Contractor satisfied both Condition 1 and Condition 2 in April, the CAP would end and all withheld funds could be available for invoice.) If, at the end of the initial 3-month CAP term, the Contractor has failed to satisfy both Condition 1 and Condition 2 in the same month, clause D. shall control.

- D. If at the end of the initial three-month term of a CAP the Contractor has failed to satisfy Condition 1 and Condition 2 in the same month, the State may permanently retain, as a reasonable administrative fee, the amount withheld for the subject month which triggered the institution of the CAP pursuant to clause C. (In the above example, this would mean the amount withheld for January would be permanently retained if the CAP had not been concluded with April's performance.) If the Contractor continues to fail either Condition 1 or Condition 2 in subsequent months, each month where either Condition is missed will result in an additional month's withhold being permanently retained by the State. (To continue the example, if the above hypothetical CAP did not successfully conclude in May, the amount

EXHIBIT 3

PAY FOR PERFORMANCE STANDARDS

withheld for February would be permanently retained). Once the Contractor is able to successfully satisfy both Condition 1 and Condition 2 in the same month, the CAP shall end and the Contractor may invoice for the withheld amounts not otherwise identified above as permanently retained by the State.

- E. Verification of Contractor's success or failure to achieve any Performance Metric and the associated Condition 1 and Condition 2 may be performed by the State or a designated State contractor, including but not limited to the State's Operational Verification and Validation (OV&V) vendor. The determination that the Contractor has failed to meet any Performance Metric will be made at the sole reasonable discretion of the State.
- F. If a report listed in any table below is discontinued at the State's request, the associated Performance Metric shall not be enforced or factored into withhold calculations.
- G. If a Performance Metric below is identified for development in Contract year 2, it will not be enforced in Contract year 1.
- H. In the event that the Contractor believes it has not met any of the Performance Metrics due to mitigating circumstances, Contractor may request a waiver from the State of all or part of any assessment or impact attributable thereto. In the event that the State grants Contractor request, the Performance Metric will be deemed to have been met for the period of time that the waiver is granted. Contractor shall submit any and all Performance Standard waiver requests in writing by the last day of the month following the month in which the waiver period is being requested and the State shall have a reasonable time to provide a written response.

EXHIBIT 3
PAY FOR PERFORMANCE STANDARDS

Table – 1

	Metric Subject	Performance Area
1	Quality	<p>In a given month, no more than one percent (1%) of completed one-way trips shall have an associated, valid member complaint.</p> <p>The determination of a complaint's validity shall be made by the Broker in accordance with its complaints and appeals protocol, but subject to review and audit by the State.</p>
2	Safety	<p>Zero percent (0%) of vehicles used in a given month shall be found to be out of compliance with the safety and inspection standards set forth in the Contract.</p> <p>For the purpose of this Metric's enforcement: a vehicle is determined to be out of compliance if 1) it is overdue for a periodic inspection, or 2) an inspection (periodic, random or otherwise) reveals a health or safety problem necessitating the removal of a vehicle from service but such removal is not effectuated.</p>
3	Safety	<p>In a given month, the Contractor shall conduct random, unannounced vehicle spot inspections on at least 1/12th of the authorized vehicles operating in said month in accordance with Contract requirements.</p>
4	Safety	<p>In a given month, the Contractor shall conduct at least twenty-five (25) wheelchair securement inspections (on 25 separate securements) in accordance with Contract requirements.</p> <p>Any inspection revealing improper securement techniques will require remedial securement training for the subject driver.</p>
5	Safety	<p>One-hundred percent (100%) of Transportation Providers' drivers who provide services in a given month shall meet the Contract's licensing and training requirements.</p> <p>For the purpose of this Metric's enforcement: a driver is determined to be out of compliance if 1) the State, through random audit, discovers a driver out of compliance with Contract requirements, or 2) the Contractor discovers a driver out of compliance and that driver provides any services after the discovery prior to the remediation of any Contract compliance issues.</p>
6	Call Center	<p>One hundred percent (100 %) of all calls shall reach the Call Center menu on or within three (3) rings or fewer.</p>
7	Call Center	<p>Monthly average speed to answer calls shall not exceed 60 seconds.</p>
8	Call Center	<p>The busy rate shall not exceed zero percent (0%) each month.</p>
9	Call Center	<p>The monthly lost call (abandonment) rate shall not exceed seven percent (7%). No calendar week shall have an abandonment rate greater than nine percent (9%).</p> <p>In the event that a calendar week occurs across two months, the week shall apply to the month with the majority of the calendar days. In no event shall the same calendar week be counted for multiple months.</p>
10	Call Center	<p>An answering machine, voice mail or answering service must be available for after-hours calls. One hundred percent (100%) of after-hours calls must be returned within the next business day.</p>
11	Call Center	<p>Eighty-five percent (85%) of all issues from callers should be resolved on the first call based on random monthly call center surveys. If information cannot be provided to a caller in a timely manner, the Call Center representative should request a name, phone number and/or addresses (if necessary) and respond to the caller within one (1) business day from the time of contact. (Call-backs from members to confirm or change earlier reservations or to provide additional information requested by the agent during the initial call, shall be excluded from</p>

EXHIBIT 3

PAY FOR PERFORMANCE STANDARDS

		the call-back calculation.)
12	Call Center	Contractor must direct one-hundred percent (100%) of emergency requests to 911 or an appropriate local emergency (ambulance) services. Such direction may be accomplished through an interactive voice response (IVR) system.
13	Transportation Scheduling	Zero percent (0%) of scheduled trips shall require a Member to board a vehicle prior to the scheduled pick-up time, based on Member complaint(s) and survey responses. (This Metric shall not be construed to prohibit a Member from boarding early if he or she chooses).
14	Transportation Scheduling	Ninety-five (95%) of return pick-ups from appointments shall occur within one (1) hour of the time of notification to the Contractor.
15	Transportation Scheduling	<p>Contractor shall allow Transportation Providers to load multiple Member passengers in the same vehicle at the same time (including passengers who are not Members). However, Contractor shall prohibit Transportation Providers from asking Members to remain in a vehicle for more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to that Member's destination when the excess trip time is attributable (in whole or in part) to the fact that an additional passenger is part of the vehicle's load.</p> <p>In the event that a Transportation Provider receives more than 2 valid complaints in a given month from Members related to unacceptable trip times in multi-load situations, Contractor shall implement a corrective action plan with the Transportation Provider to remediate performance.</p> <p>This metric measures Contractor's adherence to this requirement, not Transportation Providers' adherence. 100% of Transportation Providers shall have an agreement detailing this multi-load in-vehicle trip time limit. Contractor shall implement a corrective action plan for 100% of Transportation Providers which require one in accordance with the above parameters.</p> <p>In Year 2 of the Contract, Contractor and State shall mutually agree to revisit this metric to see if a more direct means of measurement is feasible.</p>
16	Transportation Scheduling	<p>Ninety percent (90%) of trips, regardless of traffic or road conditions, shall deliver Members on-time for their appointments.</p> <p>This metric shall not count trips where the Member is responsible for a delay through the Member's tardiness or failure to appear for a pick-up (provided said Member had been informed of the relevant pick-up information pursuant to the Contract.)</p>
17	Transportation Scheduling	<p>Contractor shall require Transportation Providers to notify Members of anticipated tardy pick-ups. Contractor shall measure a Transportation Provider's adherence with this requirement by reviewing complaints from Members. In the event a Transportation Provider receives more than 2 valid complaints in a given month from members related to a failure to provide notice about a tardy pick-up, Contractor shall implement a corrective action plan with the Transportation Provider to remediate performance.</p> <p>This metric measures Contractor's adherence to this requirement, not Transportation Providers' adherence. 100% of Transportation Providers shall have an agreement detailing this tardy pick-up notice requirement. Contractor shall implement a corrective action plan for 100% of Transportation Providers which require one in accordance with the above parameters.</p> <p>In Year 2 of the Contract, Contractor and State shall mutually agree to revisit this metric to see if a more direct means of measurement is feasible.</p>

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PAY FOR PERFORMANCE STANDARDS

18	Transportation Scheduling	<p>Contractor shall require Transportation Providers to notify medical service providers of anticipated tardy drop-offs. Contractor shall measure a Transportation Provider's adherence with this requirement by reviewing complaints from medical service providers. In the event that a Transportation Provider receives more than 5 valid complaints in a given month from a medical service provider related to a failure to provide notice about a tardy drop-off, Contractor shall implement a corrective action plan with the Transportation Provider to remediate performance in this regard. (Note: this does not include complaints from a medical service provider about general tardiness unless that complaint specifies a failure to provide notice regarding a tardy drop-off.)</p> <p>This metric measures Contractor's adherence to this requirement, not Transportation Providers' adherence. 100% of Transportation Providers shall have an agreement detailing this tardy drop-off notice requirement. Contractor shall implement a corrective action plan for 100% of Transportation Providers which require one in accordance with the above parameters.</p> <p>In Year 2 of the Contract, Contractor and State shall mutually agree to revisit this metric to see if a more direct means of measurement is feasible.</p>
19	Provider Reimbursement	The Contractor shall pay at least ninety percent (90%) of "clean claims" (as that term is defined in the Contract) from Transportation Providers within thirty (30) calendar days following receipt.
20	Provider Reimbursement	The Contractor shall pay at least ninety-nine percent (99%) of "clean claims" (as that term is defined in the Contract) from Transportation Providers within ninety (90) calendar days following receipt.
21	Complaints and Appeals	The Contractor shall acknowledge receipt of all complaints and appeals within one (1) business day of receipt.
22	Complaints and Appeals	<i>[In year 2 of the Contract, the Contractor and State shall mutually agree upon the completion of the following metric based upon information collected in year 1: The Contractor shall not receive more than X% merited complaints in a given month.]</i>
23	Complaints and Appeals	<i>[In year 2 of the Contract, the Contractor and State shall mutually agree upon the completion of the following metric based upon information collected in year 1: The Contractor shall not have more than X% initially denied claims overturned on appeal per month.]</i>
24	Complaints and Appeals	The Contractor shall investigate, remediate and close ninety-nine percent (99%) of complaints and appeals within fifteen (15) business days of receipt.
25	Member Education	<i>[A Metric regarding Member no-show reduction to be mutually developed in year 2 of the Contract based on information collected in year 1.]</i>
26	Member Education	To the extent the Contractor has knowledge of Member no-shows, the Contractor shall attempt to contact and educate all members who do not appear for a scheduled pick up (a "no-show") within five (5) business days of the reported no-show occurrence.
27	Encounter Data Report	<p>The Contractor shall deliver the Encounter Data Report contemplated by the Contract thirty (30) days following the month of payment.</p> <p>If needed, corrected reports shall be delivered within two (2) business days of the request by the State or its designee, unless an alternative due date is mutually agreed to by the State and Contractor.</p>
28	Report Timeliness	<p>The Contractor shall furnish all reports on or before their due date in the Contract.</p> <p>This Metric is not intended to double-count the Encounter Data Report in Metric 27 but, instead, require the timely submission of all other reports.</p>

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Table – 2

Metric	Metric Subject	Performance Area
29	Transportation Requests	The Contractor shall furnish appropriate transportation, as outlined in the Contract, to 99.5% of the members with valid transportation requests in accordance with the Contract based on the Contractor's knowledge of provider no-shows as determined by complaints or other known instances that a trip was not provided as scheduled as detailed in a "missed trips" report furnished by Contractor to the State.

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	P239151	Bowling,Paul	05/04/2018 11:29:12AM	Agency Fiscal Approval
2	S003602	Jones,Sandy	05/04/2018 11:40:11AM	IOT Approval
3	J238369	Rose,James	05/04/2018 3:20:14PM	IOT Approval
4	D231271	Neely,Deward	05/04/2018 4:03:55PM	IOT Approval
5	T232391	Grogg,Tim Allen	05/07/2018 7:21:26AM	IDOA Legal Approval
6	L339901	Bartlett,Liza	05/07/2018 11:42:06AM	SBA Approval
7	Z220413	Jackson,Zachary Q	05/09/2018 5:08:30PM	SBA Approval
8	M338811	Skarbeck,Molly H	05/10/2018 10:45:10AM	Attorney General Approval
9	S210690	Gard,Susan W	05/10/2018 10:52:53AM	Attorney General Approval
10	S330632	Newman,Scott C	05/15/2018 4:39:30PM	Attorney General Approval