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### **COOK COUNTY HEALTH (CCH)**

### **REQUEST FOR PROPOSAL RFP# H23-0035**

TITLE: NON-EMERGENCY MEDICAL TRANSPORTATION

**GENERAL DESCRIPTION:** Health Plan Services (HPS) is seeking to identify competitive qualified entity(ies) that can provide unique and innovative delivery of non-emergency transportation services to CountyCare members, including scheduling of rides, providing a contracted network of providers, and processing and paying claims submitted by providers.

DATE ISSUED: May 24, 2023

VENDOR QUESTIONS DUE DATE: June 2, 2023, by 2:00 P.M. CT

All questions regarding this RFP should be directed to <a href="https://forms.office.com/r/RqGBEBX4ZF">https://forms.office.com/r/RqGBEBX4ZF</a>.

RESPONSE/ PROPOSAL DUE DATE: July 7, 2023, by 2:00 P.M. CT

Responses to this RFP shall be delivered after 8:00 AM (CT) but no later than 2:00 PM (CT) to: Cook County Health C/O John H. Stroger, Jr. Hospital

1969 West Ogden Ave., Lower-Level Room # 250A

Chicago, IL 60612

Attention: Supply Chain Management Department

PRE-PROPOSAL CONFERENCE / FIELD INSPECTION: None

Delivery of RFP must include the RFP Acknowledgement Form included at the end of this document.

The RFP and related Addenda will be posted at the http://www.cookcountyhealth.org website under the "Doing Business with Cook County Health tab.

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### 1. Background

# 1.1 Cook County Health

Cook County Health (CCH) provides a wide range of health care services and operates the John H. Stroger, Jr. Hospital of Cook County, a tertiary, acute care hospital, and Provident Hospital of Cook County, a community acute care hospital. Cook County Health is also comprised of:

- More than a dozen community health centers offering primary and specialty care and diagnostic services
- The Cook County Department of Public Health (CCDPH), a certified local public health department serving most of suburban Cook County
- Cermak Health Services of Cook County, which provides health care services to the detainees in the Cook County Sheriff's Department of Corrections and to the residents of Cook County's Juvenile Temporary Detention Center
- The Ruth M. Rothstein CORE Center, a comprehensive care center for care of HIV and other infectious diseases, and
- CountyCare (Health Plan Services), the largest Medicaid managed care plan in Cook County and one of the largest in the northeast region of the state.

CCH's history and mission to care for all, regardless of the ability to pay, dates to 1835. In that time, CCH has cared for millions of people, trained thousands of doctors, and conducted important research that has contributed to modern day practices in hospitals. We have centers of excellence in trauma, burn and emergency care, oncology, endocrinology, infectious disease, and other areas. We have long been the safety net to the safety net when it comes to caring for the uninsured, a mission that remains today despite the new healthcare environment in which we operate.

CCH is one of the largest public health systems in the United States. As a provider of care, CCH sees approximately 300,000 unique patients annually through more than 1 million outpatient visits and more than 20,000 admissions, including 77,000 detainees at the Cook County Department of Corrections and residents of the Juvenile Temporary Detention Center. We are the largest provider of HIV care in the Midwest and one of the largest in the nation. On an average day, CCH fills nearly 20 times as many outpatient prescriptions than the average commercial pharmacy. The CCDPH is a state and nationally certified public health authority serving the majority of suburban Cook County.

CCH firmly believes that to obtain the true benefits provided by the Patient Protection and Affordable Care Act (ACA) health care transformation must go beyond simply increased access to health insurance and must extend to health practice as well. The launch of Health Plan Services in fall 2012 under the ACA's Early Enrollment Option set the course for CCH's transformation. Since the inception of Health Plan Services, CCH has seen a dramatic shift in its Payer mix such that a majority of CCH Patients are now insured – the first time this has been the case in CCH's 186-year history of direct care.

# 1.2 Health Plan Services and CountyCare

Health Plan Services (HPS) is a department within CCH that currently manages CountyCare, an Illinois Medicaid managed care plan.

CountyCare Health Plan's Mission Statement: As a public, provider-led health plan, we improve our members' lives by partnering with communities, supporting a vibrant safety-net, advancing health equity, and empowering providers to deliver integrated, member-centered health care.

CountyCare Health Plan's Vision Statement: to transform the health of our members and the communities we serve.

In 2013, CCH launched CountyCare as a demonstration project through the Centers for Medicare and Medicaid Services (CMS) 1115 Waiver granted to the State of Illinois Medicaid agency, the Illinois Department of Healthcare and family Services (DHFS), to enroll eligible low income Cook County adults (ACA adults) into a Medicaid managed care program. In July 2014, CountyCare transitioned from the federal waiver authority and subsequently became a Medicaid managed care plan under the State's County Managed Care Community Network (2018 County MCCN) rules administered by DHFS. This transition allowed CountyCare to expand beyond the newly eligible ACA adult population to include traditional Medicaid populations in Family Health Plans (FHP), Managed Long Term Services and Supports (MLTSS), Special Needs Children (SNC), and Integrated Care Program (ICP).

CountyCare receives a capitated per member (enrollee) per month rate for every enrollee in its health plan. CountyCare currently has over 450,000 Medicaid enrollees.

The CountyCare provider network includes all CCH facilities, every Federally Qualified Health Center (FQHC) in Cook County, and more than 70 hospitals. For CountyCare, innovation remains a theme in its development and growth, with a consistent focus on establishing itself as a pioneering provider-led and governed health plan.

### 1.2.1 Other Products in Scope of this RFP for Possible Future Implementation

#### 1.2.1.1 CareLink/Uninsured

CCH offers an innovative solution for its uninsured patients, providing them a network of primary care providers (both at CCH and at FQHCs), as well as specialty and facility services at CCH facilities. We are seeking a partner who can provide a cost effective, flexible and customizable solution as CCH continues to mature this product offering. Currently, CCH has approximately 30,000 patients enrolled in its uninsured program, CareLink.

### 1.2.1.2 Health Insurance Marketplace/Exchange

The Health Insurance Marketplace enables individuals to find health coverage that fits their needs and budget. Every health plan in the Marketplace offers the same set of essential health benefits, including doctor visits, preventive care, hospitalization, prescriptions, and more. Health insurance exchanges in the United States expand insurance coverage while allowing insurers to compete in cost-efficient ways and help them to comply with consumer protection laws. An ideal exchange promotes insurance transparency and accountability, facilitates increased enrollment and delivery of subsidies, and helps spread risk to ensure that the costs associated with expensive medical treatments are shared more broadly across large groups of people, rather than spread across just a few beneficiaries.

### 1.3 Health Plan Services Medicaid Data

### 1.3.1 Number and Type of NEMT Trips in 2021

| Jan    | Feb    | Mar    | Apr    | May    | June   | July   | Aug    | Sept   | Oct    | Nov    | Dec    |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 30,262 | 30,770 | 35,630 | 34,403 | 32,437 | 33,213 | 32,120 | 32,787 | 31,120 | 31,724 | 31,855 | 32,765 |



1.3.2 Approved Trips by Category of Service in 2021

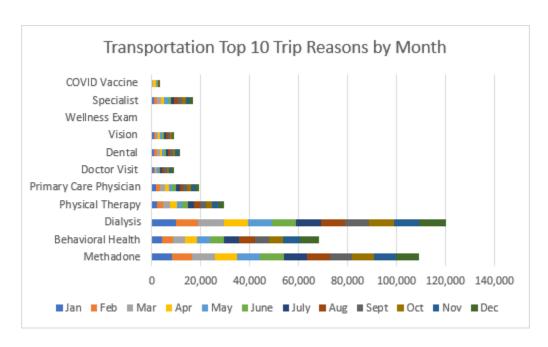
| Trip<br>Statistics | Jan    | Feb    | Mar    | Apr    | May    | June   | July   | Aug    | Sept   | Oct    | Nov    | Dec    |
|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Medicar            | 2,201  | 2,524  | 3,042  | 3,102  | 2,842  | 2,925  | 3,041  | 3,330  | 3,266  | 3,414  | 3,427  | 3,494  |
| Service Car        | 27,026 | 27,257 | 31,425 | 30,228 | 28,400 | 29,063 | 27,422 | 27,743 | 26,688 | 27,666 | 27,842 | 28,639 |



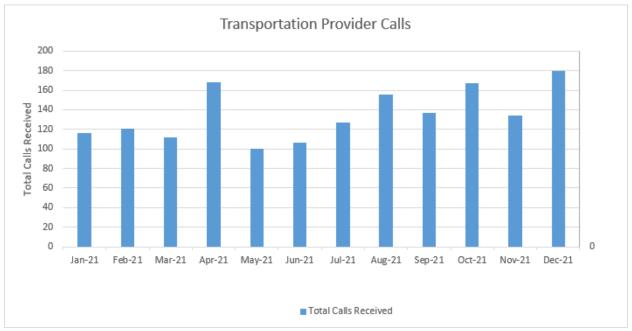
1.3.3 Top 10 Approved Trip Reasons

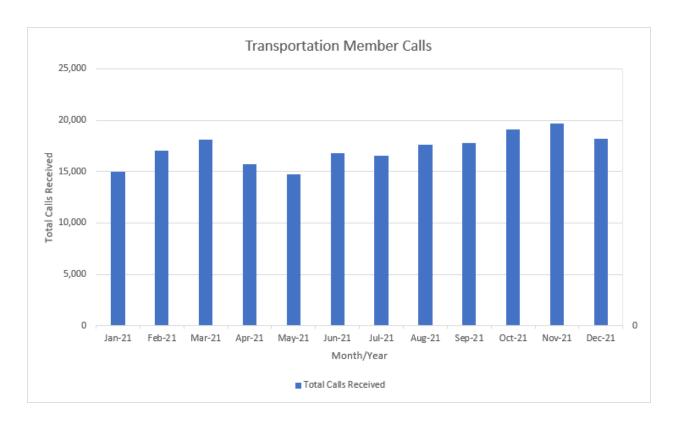
| Trip Statistics<br>2021 | Jan   | Feb   | Mar   | Apr   | May   | June  | July  | Aug   | Sept  | Oct   | Nov   | Dec   |
|-------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Methadone               | 8,029 | 8,233 | 9,367 | 9,317 | 9,343 | 9,740 | 9,399 | 9,282 | 9,001 | 8,953 | 9,152 | 9,384 |

| Behavioral   |       |       |        |       |       |       |        |       |       |        |        |        |
|--------------|-------|-------|--------|-------|-------|-------|--------|-------|-------|--------|--------|--------|
| Health       | 4,259 | 4,286 | 5,010  | 5,037 | 5,302 | 5,619 | 6,216  | 6,200 | 5,851 | 5,969  | 6,732  | 7,784  |
| Dialysis     | 9,924 | 8,925 | 10,455 | 9,885 | 9,935 | 9,850 | 10,222 | 9,701 | 9,882 | 10,051 | 10,427 | 10,720 |
| Physical     |       |       |        |       |       |       |        |       |       |        |        |        |
| Therapy      | 2,142 | 2,439 | 2,776  | 2,808 | 2,304 | 2,384 | 2,367  | 2,435 | 2,415 | 2,391  | 2,640  | 2,428  |
| Primary Care |       |       |        |       |       |       |        |       |       |        |        |        |
| Physician    | 1,544 | 1,938 | 1,745  | 1,634 | 1,434 | 1,499 | 1,503  | 1,472 | 1,584 | 1,521  | 1,646  | 1,698  |
| Doctor Visit | 683   | 695   | 757    | 0     | 631   | 710   | 727    | 819   | 976   | 971    | 918    | 1,117  |
| Dental       | 1,029 | 1,114 | 1,017  | 973   | 803   | 878   | 925    | 853   | 876   | 1,055  | 1,015  | 933    |
| Vision       | 763   | 929   | 951    | 786   | 763   | 762   | 760    | 871   | 774   | 847    | 0      | 683    |
| Specialist   | 1,040 | 1,245 | 1,385  | 1,322 | 1,491 | 1,290 | 1,414  | 1,449 | 1,464 | 1,652  | 1,567  | 1,648  |
| COVID        |       |       |        |       |       |       |        |       |       |        |        |        |
| Vaccine      |       | 131   | 481    | 946   | 530   | 293   | 189    | 158   | 61    | 79     | 118    | 148    |



# 1.3.4 Call Center Metrics





### 2. Purpose and Objectives

CCH seeks to identify the most competitive Proposer(s) to furnish Non-Emergency Medical Transportation services on behalf of CCH HPS. CCH HPS seeks to identify the Proposer(s) who will best provide services in an efficient, transparent, innovative, and collaborative manner that assures high quality transportation services and member experience.

Through the provision of services identified in this RFP, CCH HPS expects to meet the following business goals and objectives:

- Provide quality and efficient NEMT services;
- Create a highly collaborative environment that enables best-in-class service delivery;
- Increase service levels for transportation service users;
- Improve the member experience with respect to both the actual NEMT service and the process of requesting NEMT services.

### a. Term of Services

The term of services shall be for thirty-six (36) months with two optional one (1) year extensions. The award agreement may be terminated by CCH for convenience following one hundred twenty (120) calendar days' prior written notice of termination. Termination for convenience is an essential term to any CCH Contract as a government entity.

### b. Basis of Award

The basis of award shall be to a single Proposer based on the highest rated Proposal offering the best value to CCH meeting the specifications, terms, and conditions in accordance with the evaluation criteria set forth in this RFP.

#### 3. Schedule

CCH anticipates the following schedule.

| Activity                                   | Estimated Date            |
|--|---------------------------|
| RFP posted to the website                  | 5/19/2023                 |
| Pre-Proposal and Site Visit                | NA                        |
| Proposer Inquiry Deadline                  | 5/26/2023 by 2:00 P.M. CT |
| CCH response to Vendor Questions-Tentative | Week of 5/29/23           |
| Proposal Due Date                          | 7/7/2023 by 2:00 P.M. CT  |

### 4. Scope of Services

# 4.1 Qualifications

To be eligible to respond to this procurement, all Proposers must attest that they currently satisfy and fully comply with the requirements listed below. Proposer should explicitly state how they do or do not meet the below qualifications in their response to this RFP.

| Minimum Mandatory Requirements | Response (Y/N) |
|--------------------------------|----------------|

| 1 | Proposer is not owned, in full or in part, by a Medicaid health plan operating in   |  |
|---|---|--|
|   | Cook County, IL, or the parent or affiliate of such a plan.   |  |
| 2 | Proposer has a minimum of three years of experience providing full service NEMT solutions to Medicaid health plan clients, including a Call Center. Note: If Proposer does not meet these criteria, CCH reserves the right to reject the proposal without evaluation. |  |
| 3 | Proposer must be able to meet Illinois Medicaid transportation requirements (register in IMPACT, submit claims and encounters).   |  |
| 4 | Proposer must have a system allowing for tracking of the drivers, rides and time for arrivals for accurate communication with the member.   |  |

|   | Preferred Qualifications   | Response (Y/N) |
|---|--|----------------|
| 5 | Other Industry-recognized accreditation and/or certifications (please list)  |                |
| 6 | Experience partnering with public sector organizations                       |                |
| 7 | Proposer has a minimum of one (1) years of experience providing full service |                |
|   | NEMT solutions in the Illinois Managed Care market                           |                |

# 4.2 Service Requirements

Proposer shall agree to the below mandatory requirements and provide a brief response to describe how they are able to comply with these requirements.

| Number | Mandatory Requirement  | Agrees to Comply<br>(Yes/No) |
|--------|--|------------------------------|
| 4.2.1  | Proposer's account manager will respond to CCH calls/emails within one business day.   |                              |
| 4.2.1  | Capacity to receive and process claims, as well as provide payments to   |                              |
| 4.2.2  | contracted network providers compliant with current ANSI standards.  |                              |
| 4.2.3  | Proposer agrees to provide electronic 835 files to its providers for claims reconciliation   |                              |
| 4.2.4  | Proposer agrees to use only United States-based resources to support the activities outlined in this RFP.                                    |                              |
| 4.2.5  | Proposer will not allow any enrollee data to be transmitted, used, accessed, or maintained outside of the United States or U.S. territories. |                              |
| 4.2.6  | Proposer will not change members of the account team without prior approval of CCH.  |                              |
| 4.2.7  | Proposer agrees to provide all information necessary for completion of CCH, state, or federal audits.  |                              |
| 4.2.8  | Proposer agrees to provide access to systems housing CountyCare activity.  |                              |
| 4.2.9  | Proposer will be able to accept updates and apply revised information to the provider network database within one business day of receipt.   |                              |
|        | Proposer agrees to provide a monthly report detailing the number and types of  |                              |
| 4 2 10 | calls received according to date and time, as well as response call dates and  |                              |
| 4.2.10 | times, and calls abandoned.  |                              |
| 4.2.11 | Proposer agrees to provide the Medicaid encounter and deliverable requirements in Appendix B and section 4.3.26.                             |                              |
|        | Proposer will be able to accept updates and apply revised information to the   |                              |
| 4.2.12 | provider network database within one business day of receipt.  |                              |

| Number   | Mandatory Requirement  | Agrees to Comply<br>(Yes/No) |
|----------|--|------------------------------|
|          | Proposer agrees, upon termination of the relationship (regardless of which   |                              |
|          | party terminates), to provide all information required for successful transition   |                              |
| 4.2.13   | files at no additional cost.   |                              |
|          | Proposer agrees upon termination of the Contract to continue to provide run-   |                              |
|          | out processing and customer service to members for a period of six (6) months  |                              |
|          | at no charge to CCH. In addition, all financial reports must continue to be  |                              |
| 4.2.14   | provided at the established schedule and the Performances Guarantees for accuracy and timeliness will still apply.                                       |                              |
| 4.2.14   | Proposer agrees to provide all policies and procedures related to the execution  |                              |
| 4.2.15   | of the NEMT services to CCH.   |                              |
| 112.125  | Proposer confirms that secure firewalls within the Proposer's systems,   |                              |
|          | processes, and personnel are established to avoid sharing of proprietary   |                              |
| 4.2.16   | information from CCH with Proposer's other clients.  |                              |
|          | Proposer confirms it will be responsible for payment of any monetary fines   |                              |
|          | levied against CCH by any authority as a result of an action by the Proposer that  |                              |
| 4.2.17   | incurred the citation.   |                              |
|          | Proposer agrees to maintain a member and provider call center staffed by   |                              |
|          | "live" persons from 7:00 am – 7:00 pm CT, Monday through Friday, and 9:00  |                              |
|          | am -1:00 pm Saturday and Sunday, while meeting standard KPIs (80% of calls   |                              |
| 4.2.18   | answered in $\leq$ 30s and abandon rate of $\leq$ 5%)  |                              |
|          | Proposer agrees, during non-business hours, to support member and provider   |                              |
|          | access through an automated call distributor (ACD) supported by interactive  |                              |
| 4.2.19   | voice response (IVR) 24/7.   |                              |
|          | Proposer agrees to allow CCH access to its policies and procedures for   |                              |
| 4.2.20   | delegated functions and to ensure that services provided meet necessary  |                              |
| 4.2.20   | standards of practice and contractual and regulatory obligations.  Proposer shall retain any books, contracts, records, and documents related to         |                              |
|          | CCH's contract with CMS for a period of 10 years from the final date of the  |                              |
| 4.2.21   | Contract period or completion of any audit, whichever is later.  |                              |
| 112.12.1 | Proposer shall report the loss of protected health information without delay   |                              |
|          | and, in cases affecting 500 or more individuals, no later than 60 days after   |                              |
| 4.2.22   | discovery.   |                              |
|          | Proposer shall comply with the "Prevailing Wage Act" (820 ILCS 130), which   |                              |
|          | applies to the wages of laborers, mechanics and other workers employed in  |                              |
|          | any public works by any public body and to anyone under Contracts for public   |                              |
|          | works, which includes any maintenance, repair, assembly, or disassembly work   |                              |
|          | performed on equipment whether owned, leased, or rented. Prevailing wage   |                              |
|          | rates shall comply with Sections 2 and 3 of the "Prevailing Wage Act" (820 ILCS  |                              |
|          | 130). The most current scale of prevailing wages for Cook County to be paid, as  |                              |
| 4 2 22   | published by the Illinois Department of Labor, shall be posted by the Contractor   |                              |
| 4.2.23   | in a prominent and easily accessible place at the work site.   |                              |
|          | Proposer has documented experience providing NEMT to Enrollees receiving services from safety net, community-based organizations, specifically Federally |                              |
|          | Qualified Health Centers (FQHCs) and Community Mental Health Centers   |                              |
| 4.2.24   | (CMHCs).   |                              |
|          | The Contractor shall participate at the request of CountyCare in CountyCare's  |                              |
| 4.2.25   | QAP to the extent necessary to achieve CountyCare's quality goals.   |                              |
|          | Contractor shall not seek to obtain payment through fees, charges or   |                              |
|          | copayments from or to any Rider for Covered Services except as permitted by  |                              |
| 4.2.26   | CountyCare or the Department   |                              |

| Number | Mandatory Requirement   | Agrees to Comply<br>(Yes/No) |
|--------|---|------------------------------|
|        | Contractor acknowledges that imposing charges in excess of those permitted        | , ,                          |
|        | under the County MCCN Contract is a violation of Section 1128B (d) of the         |                              |
| 4.2.27 | Social Security Act and subjects Contractor to criminal penalties.                |                              |
|        | Proposer shall not discriminate against a Rider in providing services hereunder   |                              |
|        | on any basis prohibited by federal, state city or County law or ordinance or the  |                              |
|        | terms of the Illinois Medicaid program or the County MCCN Contract.               |                              |
|        | Contractor shall comply with Section 1557 of the Patient Protection and           |                              |
|        | Affordable Care Act (PPACA) and the Final Rule, 81 Fed. Reg. 96, 31376            |                              |
| 4.2.28 | Nondiscrimination in Health Programs and Activities (issued on May 18, 2016).     |                              |
|        | Proposer shall not discriminate against a Rider in providing services hereunder   |                              |
|        | on any basis prohibited by federal, state city or County law or ordinance or the  |                              |
|        | terms of the Illinois Medicaid program or the County MCCN Contract.               |                              |
|        | Contractor shall comply with Section 1557 of the Patient Protection and           |                              |
|        | Affordable Care Act (PPACA) and the Final Rule, 81 Fed. Reg. 96, 31376            |                              |
| 4.2.29 | Nondiscrimination in Health Programs and Activities (issued on May 18, 2016).     |                              |
|        | Proposer will be able to confirm members Medicaid eligibility and CountyCare      |                              |
| 4.2.30 | coverage.   |                              |
|        | Proposer will support data exchange of members updated demographic                |                              |
| 4.2.31 | information in agreed upon format.  |                              |
|        | Proposer will support health plan's activities in reminders to members about      |                              |
| 4.2.32 | redetermination due date if applicable.   |                              |
|        | Driver Requirements   |                              |
|        | All Selected Proposer drivers shall be appropriately licensed to drive assigned   |                              |
|        | vehicles, properly enrolled with HFS as required, and have completed all          |                              |
| 4.2.33 | required training.  |                              |
|        | The Selected Proposer shall provide biannually a certified abstract of a driver's |                              |
|        | record issued by the Illinois Secretary of State for each driver, upon request of |                              |
|        | CCH. Additionally, the Selected Proposer shall certify to CCH that each driver    |                              |
|        | has met the guidelines as stated in Chapter T-200, Handbook for Providers of      |                              |
| 4.2.34 | Transportation Services;  |                              |
|        | The Selected Proposer will annually verify that all drivers' licenses are in good |                              |
| 4.2.35 | standing;   |                              |
|        | CCH reserves the right to instruct the Selected Proposer to cease assigning as a  |                              |
|        | driver or Attendant to any individual who has an unacceptable driving record,     |                              |
|        | customer service concerns, whose conduct is unacceptable to CCH, or for other     |                              |
|        | reasons. If individual is currently assigned, CCH reserves the right to require   |                              |
|        | that said employee be immediately replaced in a manner to minimize                |                              |
| 4.2.36 | disruption to the transportation of Riders.                                       |                              |
|        | Driver Identification, Apparel - The Selected Proposer shall comply with CCH      |                              |
|        | policy regarding on-person photo identification and apparel for drivers and       |                              |
| 4.2.37 | Attendants.   |                              |
|        | Traffic Citations - The Proposer shall require Drivers to immediately notify the  |                              |
|        | Selected Proposer, who will then notify CCH of the issuance of a traffic citation |                              |
| 4.2.38 | to any driver and the outcome thereof.  |                              |
|        | Boarding Assistance - Transportation Drivers (and Attendants if applicable) shall |                              |
|        | reasonably assist the Rider in boarding the vehicle at its origin location and in |                              |
| 4.2.39 | deboarding at the destination.  |                              |
|        | Rider Belongings - If a Rider is being transported after being discharged from a  |                              |
| 4.2.40 | Provider Facility, the Selected Proposer may be asked, and thus shall be          |                              |

| Number | Mandatory Requirement  | Agrees to Comply<br>(Yes/No) |
|--------|--|------------------------------|
|        | responsible, to make arrangements to also transport the Rider's scooter,           |                              |
|        | wheelchair, or other belongings with the Enrollee.                                 |                              |
|        | Timeliness - The Selected Proposer shall pick up Riders for transportation to the  |                              |
|        | Provider Facility in sufficient time so that they arrive no earlier than one (1.5) |                              |
|        | hour prior to their scheduled appointment time and no later than their             |                              |
|        | appointment time. Timeliness standards for rides from Covered Services shall       |                              |
| 4.2.41 | be set by CCH.   |                              |

# 4.3 Proposer Narrative

Successful Proposers will demonstrate **innovative**, out-of-the-box solutions for CCH's distinctive population and network strategies. The response must demonstrate knowledge of the Illinois Medicaid program and regulatory environment and not contain a recycling of standard responses. The Proposer should articulate their experiences in a succinct and direct manner. The responses should refrain from statements not directly related to the question and general statements should be supported by factual proof points. **CCH encourages Proposers to respond to questions as concisely as possible.** If the proposer will be utilizing a third party, proposer must explicitly provide the names of the organizations that will be providing that service on the proposer's behalf.

### 4.3.1 Provider Network

- 4.3.1.1 Describe Proposer's network management processes and solutions including:
  - 4.3.1.1.1 Describe how the Proposer ensures that providers contracted are not individuals or entities on the List of Excluded Individuals/Entities (LEIE). Describe monitoring mechanisms and frequency.
  - 4.3.1.1.2 Describe provider relations staffing and duties including, but not limited to:

| 4.3.1.1.2.1 | Provider engagement activities                                   |
|-------------|--|
| 4.3.1.1.2.2 | Provider Manual that outlines all program rules and requirements |
| 4.3.1.1.2.3 | New provider orientation and ongoing education                   |
| 4.3.1.1.2.4 | Grievance and Appeals, and Critical Incidence training           |
| 4.3.1.1.2.5 | Cultural competency training                                     |
| 4.3.1.1.2.6 | Provider Hotline   |

- 4.3.1.1.3 Describe the Proposer's secure web portal functionality.
- 4.3.1.1.4 Provide a sample provider satisfaction survey.
- 4.3.1.1.5 Describe how the Proposer will coordinate with HFS' IMPACT credentialing system including reviewing complaints, investigating grievances, and appeals during the contracting process.
- 4.3.1.1.6 Highlight innovations in network contracting that differentiate your network strategy.
- 4.3.1.2 Does proposer utilize and own their own transportation vehicles, or are transportation services subcontracted to other transportation providers?
- 4.3.2 Requirements and Qualifications of Transportation Drivers (2 pages maximum)
- 4.3.2.1 Describe Proposer's credentialing process to ensure that only qualified drivers serve CountyCare enrollees. Include discussion of coordinating with the IMPACT system.
- 4.3.2.2 Describe specialize training programs that enable drivers to recognize and report enrollee health issues and areas of concern with enrollee physical environment.

### 4.3.3 Vehicle Qualifications (4 pages maximum)

Describe how Proposer will ensure that all vehicles meet the following requirements:

- 4.3.3.1 Each vehicle shall be medical carriers as defined in the Illinois Vehicle Code (625 ILCS 5/1-142.1) or regular passenger vehicles.
- 4.3.3.2 Each vehicle is of the Vehicle Type appropriate for the needs of the person being transported. CountyCare reserves the right to designate the Vehicle Type that shall be used or not used to transport a particular Enrollee.
- 4.3.3.3 Each vehicle shall meet all applicable federal, state, and local laws and regulations regarding design, safety, and equipment standards.
- 4.3.3.4 Each vehicle shall be radio or cellular phone equipped sufficient to permit reliable communication with the Contractor's dispatch office.
- 4.3.3.5 Each vehicle shall be and remain in excellent operating condition, including, but not limited to, clean exteriors and interiors. CountyCare reserves the right to inspect the vehicles and require that a vehicle be taken out of service if it does not meet this standard. All vehicles with serious cosmetic defects shall be removed from service until they are repaired or replaced.
- 4.3.3.6 Each vehicle shall have biannual records documenting the maintenance performed on the vehicle, including routine maintenance and major repairs (i.e., brake systems, transmission, and so forth) which shall be submitted to CountyCare upon request.
- 4.3.3.7 Each vehicle shall have and display proof of any required vehicle safety inspections pursuant to applicable federal, state, or local laws or regulations. Proof that each vehicle has successfully completed such inspection shall be provided to CountyCare upon request.
- 4.3.3.8 A complete list of all vehicles to be used to provide Covered Services under this Contract shall be provided to CountyCare upon request.
- 4.3.3.9 Each Medi-Car shall have sufficient interior space for Enrollees who are in wheelchairs with elevated leg rests.
- 4.3.3.10 Each vehicle in the Contractor provider network shall be equipped with reliable and accurate GPS tracking devices that allow for the location of the vehicle at all times. Contractor shall have the ability to review historical GPS data to review trip routes, stops, and delays to determine if efficient routes are being used or if there are excessively long stops that are preventing the efficient use of the vehicle and to confirm the accuracy of trip and billing data from drivers.
- 4.3.3.11 The Contractor shall not be paid for trips performed in a vehicle that does not meet the qualifications in this Contract.

#### 4.3.4 Call Center and Scheduling Office (6 Pages Maximum)

Discuss how Proposer's policies and procedures meet the requirements in 4.3.4 and 4.3.4.1 through 4.3.4.5.

Contractor shall operate a call center dedicated to CountyCare with a toll-free telephone number, available during the business hours of 7:00 a.m. – 7:00 p.m. Central Time (CT), Monday through Friday, and 9:00 a.m. -1:00 p.m. Saturday and Sunday.

The Call Center will:

- schedule NEMT to healthcare appointments for CountyCare Enrollees
- assist Riders when their rides are late or cancelled
- receive Grievances and Appeals
- provide customer service of any kind
- contact drivers and healthcare providers as needed to resolve issues

The call center shall have the capacity to meet or exceed call center performance standards listed in the performance guarantees section for all calls to and from CountyCare Enrollees, staff at Covered Services Providers in the CountyCare network, and drivers. The Contractor may require advanced notice for scheduling routine NEMT that may not be longer than seventy-two (72) hours. The Contractor shall make every effort to accommodate Urgent Rides and same day Hospital Discharge Rides, regardless of advance notice.

The Contractor shall schedule fixed wing air transportation in cases where it is needed with the approval of CountyCare leadership. The Contractor is responsible for providing fixed wing transportation and the cost of fixed wing transport will be borne by CountyCare and should not be included in the bidder's pricing proposal.

### 4.3.4.1 Call Center System

Contractor shall maintain a fully functional automated call distribution system sufficient to handle all required activities of this RFP and with the ability to upgrade to handle additional call volume when needed. The system shall include a tracking and retrieval system that records each individual inbound and outbound call related to the provision of NEMT services. The system shall allow CountyCare to monitor calls remotely from CountyCare offices or other locations at any time and at no cost to CountyCare. The system shall include a management call tracking and reporting capability as well as ensuring that there are no interruptions in service if the system were to go down.

Contractor shall also be capable of receiving requests for transportation and other communications through fax, voice mail, or on-line 24 hours a day 7 days a week. Requests received by these methods shall be reviewed and responded to within the first three call center operating hours of the next day. It is expected that an increased volume of rides will be scheduled through alternative methods, especially through on-line requests. Please note that requests by any method may involve more than one ride per request.

### 4.3.4.2 Scheduling System

Contractor shall maintain a robust scheduling system to efficiently schedule CountyCare rides to assure timeliness and Rider satisfaction. This shall include:

- Ride requests received by phone, on-line, fax, and any other request method offered by the Contractor and approved by CountyCare
- The ability to receive regular eligibility files
- The geographic locations of medical providers and public transportation routes and stops
- CountyCare expects call center staffing to flex in response to times when an increased volume of requests is anticipated. Prior experience will inform this staffing cycle initially, with ongoing evaluation and staffing adjustments occurring at least monthly
- Ability for enrollee to track their vehicle
- Describe any algorithms Proposer's scheduling system may have to assignment

Proposer shall also have a passenger portal that will allow members to book and review scheduled trips. Describe Proposer's passenger portal scheduling functionality.

## 4.3.4.3 Call Recording and Monitoring

Describe how the Proposer will record all incoming and outgoing calls for quality control, program integrity, and training purposes. Staff at the Contractor's call center shall advise callers and individuals being called that calls may be monitored and recorded for Quality Assurance purposes.

### 4.3.4.4 "Where's my ride?" Queue

Contractor shall have a separate queue in its phone system for Enrollees checking on the status of rides scheduled for that day. Operators on this queue should have the ability to contact network provider vehicles to determine their whereabouts and estimate any delays so that information can be provided to the Enrollee during their initial call to the "Where's my ride?" queue. Describe how Proposer will provide this requirement.

#### 4.3.4.5 Reminder Calls

For trips scheduled going to medical facilities more than one day in advance, the Contractor shall make out-bound reminder calls to the Enrollee either the day before the scheduled trip or four hours in advance of the scheduled trip on the day of the trip. Automated calling, text messaging, and email as appropriate is acceptable. All outbound calls must be available in English and Spanish at a minimum.

#### 4.3.4.6 Status Updates

Proposer must provide transportation updates by phone when provider is on their way, when a provider will be later than expected, and when they arrive. Describe Proposer's notification functionality.

### 4.3.5 Eligibility Verification (2 pages maximum)

Describe how Proposer's policies and procedures address the requirements in 4.3.5.

- 4.3.5.1 Contractor shall have the capacity and duty to verify Medicaid eligibility and enrollment in CountyCare, including interfacing with CountyCare's Third Party Administrator (TPA) to accept an eligibility file, portal or the HFS Eligibility System (MEDI) in order to properly schedule and report rides.
- 4.3.5.2 In response to a call requesting NEMT, after determining appropriateness of NEMT, Contractor shall gather from the caller and record in the Contractor's system all information needed to fully schedule a ride for eligible Riders, including at a minimum the following information:
- 4.3.5.2.1 Enrollee name
- 4.3.5.2.2 Medicaid ID number
- 4.3.5.2.3 Address of pick up point
- 4.3.5.2.4Type of pick up point (Residence or Covered Service Provider type)
- 4.3.5.2.5 Address of drop off point
- 4.3.5.2.6 Type of drop off point (Residence or Provider Facility type)
- 4.3.5.2.7Time of appointment if destination is Covered Service Provider
- 4.3.5.3 The information set forth above shall be relayed to the driver at the beginning of his daily trip manifest, with the exception of Urgent trips and Hospital Discharges, which will be communicated as soon as the driver assignment is made.
- 4.3.5.4 Describe Proposer's ability to incorporate enrollee needs levels in the enrollee profile system.
- 4.3.5.5 Describe how providers access enrollee information in order to address special needs.
- 4.3.5.6 Describe Proposer's ability to have eligibility system flag a member's profile when the member's redetermination date is approaching so that member can be reminded of their redetermination date.

### 4.3.6 Prior Authorization (3 pages maximum)

Describe Proposer's prior authorization system. The response must address the following:

- 4.3.6.1 Describe how medical necessity is determined for the mode of transportation.
- 4.3.6.2 Describe how the prior authorization policies and procedures ensures the least costly mode of transportation is approved.
- 4.3.6.3 Describe processes to ensure Proposer authorizes or denies covered services no later than 72 hours after receipt of the authorization request.
- 4.3.6.4 Describe Proposer's processes for issuing Notices of Adverse Benefit Determinations.

# 4.3.7 Post Approval for Non-Emergency Transportation (2 pages maximum)

Describe how Proposer's will implement an approval process after a NEMT services is rendered in accordance with the requirements in 4.3.7.

In the event it is not possible to obtain prior approval for NEMT, post approval must be requested. Post approvals will be made only in urgent situations, such as hospital discharges after hours or on a weekend, or medical appointments scheduled for the same day.

The Contractor will process post approval requests made within six (6) months of the date of service. All criteria for prior authorization must be met for post approval. The Contractor shall process requests for post approval within 30 days of receipt of the request.

### 4.3.8 Public Transit (2 pages maximum)

- 4.3.8.1 Describe how the Proposer will prioritize the use of public transit when clinically appropriate and shall obtain and distribute Ventra and PACE passes or other means of securing rides on public transit following CountyCare policies regarding certification to use paratransit.
- 4.3.8.2 Describe how Proposer will maintain documentation accounting for the passes distributed and must confirm that the Enrollee has scheduled appointment(s) prior to distributing the pass. The cost of passes will be a Contractor cost and bidders should include the cost of passes in the Pricing Proposal.
- 4.3.8.3 Describe how Proposer's policies and procedures address the following:
- 4.3.8.3.1 Compliance with the American Disabilities Act
- 4.3.8.3.2 Ongoing review of enrollees' conditions to evaluate the appropriateness of public transportation
- 4.3.8.3.3 Best practices for CCH and Proposer's distribution of passes
- 4.3.8.3 Describe how Proposer will assist members with obtaining PACE Paratransit services for members with oversized wheelchairs

# 4.3.9 Reimbursement for mileage (2 pages maximum)

Describe how the Proposer's policies and procedures address the following requirement:

4.3.9.1 When directed by CountyCare and following protocols determined by CountyCare, Contractor shall reimburse family members, friends, or neighbors of CountyCare Enrollees for mileage costs for prior-approved use of a private vehicle to transport the Enrollee to a Covered Service. Funds for these payments will be provided by CountyCare and the cost of these reimbursements should not be included in your bid.

To be eligible for reimbursement, the Enrollee must be preauthorized by the Contractor and adhere to Department guidance. The Contractor will reimburse drivers for mileage for NEMT per mile. Claims for reimbursement must be submitted within forty-five (45) days of completion of travel. In processing claims for mileage reimbursement, the Contractor must verify the Enrollee attended the appointment for the Covered Service. Verification can be made by phone, fax, or email to the healthcare provider or by healthcare provider's signature or stamp on an attendance sheet.

#### 4.3.10 COVID Accommodations (2 pages maximum)

Describe Proposer's ability to provide single passenger rides when member is COVID positive or other special circumstances.

### 4.3.11 Attendants (2 pages maximum)

Describe how Proposer's policies and procedures approve and reimburse attendees in accordance with the requirements below:

When a Medi-Car is used, Contractor shall reimburse for an attendant that accompanies the driver when transporting Enrollees who are in a wheelchair, are under the age of 18 without any accompanying adult, or who otherwise require assistance in or out of the vehicle or while in the vehicle.

An employee attendant is defined as a person, other than the driver, who is an employee of a Medi-Car, service car, or taxicab company. A non-employee attendant is defined as a family member or other individual who may accompany the Enrollee when there is a medical need for an attendant.

An employee attendant or a non-employee attendant is a covered service when the mode of transportation is a Medi-Car, service car, or taxicab, and the circumstances constitute a medical necessity, as provided below.

The Contractor will pay for an attendant to accompany an Enrollee to and from the source of a covered medical service in the following circumstances:

- To go with the Enrollee to a medical provider when needed, such as parent going with a child to the doctor or when an attendant is needed to assist the patient;
- To participate in the Enrollee's treatment when medically necessary; or
- To learn to care for the Enrollee after getting out of the hospital.

Describe how Proposer's policies and procedures allow for at least 1 attendant to accompany a member when a member requests an attendant.

### 4.3.12 Member Assistance (3 pages maximum)

Describe Proposer's ability to assist members with getting into vehicle from the member's residence for at minimum the following situations:

- 4.3.12.1 Member is unable to walk up or down residence stairs to get to vehicle
- 4.3.12.2 Member is bedbound or cannot remain seated
- 4.3.12.3 Member is unable to sit in seat or wheelchair
- 4.3.12.4 Member uses walking assistance equipment
- 4.3.12.5 Member is Oxygen dependent
- 4.3.12.6 Member is obese

### 4.3.13 QAP (6 pages maximum)

CCH HPS will develop a Quality Assurance Plan (QAP) and the Selected Proposer will be expected to adhere to the QAP including its standards including but not limited to monitoring of time performance, vehicle standards, fleet adequacy, and other duties on an ongoing basis. CCH HPS may from time to time update its QAP and promptly notify the Selected Proposer when such changes become effectively.

The Selected Proposer shall take immediate corrective action when the QAP standards are not met. The Proposer must define a QAP Compliance report and seek CCH approval with respect to contents, format, and frequency prior to first submission. A list of Performance Expectations is included in the Contract Performance Reviews Section of this RFP.

- 4.3.13.1 The Proposer must acknowledge and agree that if awarded, CCH HPS may take steps to maintain oversight of the Selected Proposer's performance, including, but not limited to the following:
  - Designating a CCH employee to ride in any of the transportation vehicles at any time;
  - Undertaking unannounced site-visits to the Selected Proposer operations locations;
  - Requiring the Selected Proposer to attend regular meetings with CCH employees.
- 4.3.13.2 Describe Proposer's quality improvement and quality assurance activities for both internal operations and NEMT providers. A comprehensive complaint procedure is critical to improving the quality of services. Describe your system to collect, report, and resolve complaints.
- 4.3.13.3 Describe Proposer's provider and member fraud and abuse prevention and monitoring plan.
- 4.3.13.4 Describe how Proposer has supported their Medicaid managed care client's QAPs.

### 4.3.14 Accident Procedures (3 pages maximum)

Describe Proposers accident procedures:

- 4.3.14.1 Describe how immediately, or as soon as practicable following an accident involving a vehicle that results in bodily injury to the Rider, the driver or attendant, if able, shall verify the condition of the Rider and call 911 if appropriate.
- 4.3.14.2 Describe policies and procedures when the Rider refuses medical attention, the driver shall have the Rider complete a waiver form provided by the driver to be submitted along with the written report regarding the accident. No later than 24 hours following an accident involving a vehicle that results in either bodily injury or property damage to anyone, a complete report of the accident shall be filed with CountyCare along with the appropriate police report.
- 4.3.14.3 Describe Proposers processes for no later than 3 weeks after the accident, Proposer shall submit a complete investigation report including the findings from the Contractor's investigation into the accident, results of drug/alcohol screens, and corrective action resulting from the investigation.
- 4.3.15 Claims and Encounters (6 pages maximum)
- 4.3.15.1 Describe Proposer's procedures for accepting provider billings and payments to providers.
- 4.3.15.2 Describe Proposer's procedures for submitting encounter data to TPA. Refer to Appendix B for encounter processing requirements.
- 4.3.15.3 Provide the Proposer's claims payment timeline statistics for the last three (3) years.
- 4.3.15.4 Describe Proposer's ability to provide 835s to providers.
- 4.3.16 Grievances and Appeals (6 pages maximum)
- 4.3.16.1 Describe Proposer's grievance processes including:
- 4.3.16.1.1 Proposer's system for recording, tracking, and resolving grievances.
- 4.3.16.1.2 Proposer's grievance department's staffing.
- 4.3.16.1.3 Coordination of grievance committee with the Proposer's quality committee.
- 4.3.16.1.4 Resolution of grievances and information members.
- 4.3.16.1.5 Tracking and trending, root cause analysis and quality initiative associated with tracking grievances.
- 4.3.16.2 Describe the Proposer's appeals policies and procedures including:

To the degree requested by CountyCare, Contractor shall cooperate and cause its Subcontractors and

- 4.3.16.2.1 Proposer's system for recording, tracking, and resolving appeals.
- 4.3.16.2.2 Proposer's appeals department's staffing.
- 4.3.16.2.3 Resolution of appeals and information members.

### 4.3.17 Cultural Competence (4 pages maximum)

Describe Proposer's Cultural Competency plan including:

- 4.3.17.1 Cultural Competence Plan.
- 4.3.17.1.1 The Cultural Competence Plan shall address the challenges of meeting the needs of Enrollees. The Cultural Competence Plan shall contain, at a minimum, the following provisions:
- 4.3.17.1.2 Involvement of executive management, in the development and on-going operation of the Cultural Competence Plan;

- 4.3.17.1.3 The individual executive position responsible for executing and monitoring the Cultural Competence Plan;
- 4.3.17.1.4 The creation and on-going operation of a committee or group to meet the cultural needs of Enrollees;
- 4.3.17.1.5 The assurance of cultural competence at each level of care;
- 4.3.17.1.6 Indicators within the Cultural Competence Plan to be used as benchmarks toward achieving cultural competence;
- 4.3.17.1.7 The written policies and procedures for assuring cultural competence;
- 4.3.17.1.8 The strategy and method for recruiting staff with backgrounds representative of Enrollees served:
- 4.3.17.1.9 The availability of interpretive services adequate to meet the needs of Enrollees;
- 4.3.17.1.10 On-going strategy and its operation to ameliorate transportation barriers;
- 4.3.17.1.11 On-going strategy and its operation to engage local organizations to develop or provide cultural competency training and collaborate on initiatives to increase and measure the effectiveness of culturally competent service delivery.

### 4.3.18 Staffing (2 pages maximum)

Describe how Proposer will proactively attempt within the conditions imposed by any court order or consent decree, to retain or arrange to retain staff who reflect the diversity of Enrollee demographics.

- 4.3.18.1 Contractor shall require such staff, including drivers and call center personnel, to complete linguistic and cultural competency training upon hire or contracting, and no less frequently than annually thereafter. CountyCare reserves the right to require Contractor to use culturally competency training materials supplied by CountyCare.
- 4.3.18.2 Contractor staff and Affiliated Transportation Providers assigned to the CountyCare Program shall be trained by Contractor on all CountyCare Program policies and procedures during new hire orientation and ongoing job-specific training to ensure effective communication with the diverse Enrollee population, including translation assistance, assistance to the hearing impaired and those with limited English proficiency.
- 4.3.18.3 Contractor shall use best efforts to select competent and courteous call center customer service representatives and Affiliated Transportation Providers to provide Covered Services hereunder.
- 4.3.19 Providers, Subcontractors, and Oversight Mechanisms (2 pages maximum)

Proposer will require that its Subcontractors and their respective employees, personnel, agents and Subcontractors comply with the Cultural Competence Plan and complete the initial and annual cultural competence training.

Identify all delegated subcontractors and complete the following table for each.

| Required Information     | Details |
|--------------------------|---------|
| Name of Subcontractor    |         |
| Address of Subcontractor |         |
| Name of Contact Person   |         |
| Telephone                |         |
| Email Address            |         |
| Services to be Delegated |         |
| Line of Business         |         |

- 4.3.19.1 Describe Proposer's delegated oversight policies and procedures, including contracting, oversight meetings, joint operating committee meetings, sanctions, and pre-delegation.
- 4.3.20 Communications with Riders (4 pages maximum)

Describe Proposer's policies and procedures related to communications with riders including:

- 4.3.20.1 Interpretive services
- 4.3.20.2 Written materials
- 4.3.20.3 Alternative Methods of Communication
- 4.3.20.4 Affiliated Transportation Network Languages
- 4.3.20.5 Translated Materials

### 4.3.21 Regular Information Reporting to CountyCare (2 pages maximum)

Describe how Proposal will report to CountyCare data regarding duties under Contract(s) that result from this RFP as required by CountyCare from time to time. Contractor shall ensure that any data included in reports are accurate and complete by (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate. Such reports and information shall be submitted with contents, in a format and medium and with frequency designated by, or prior approved by CountyCare. Data shall be continually updated in subsequent reports. Contractor shall submit all reports to CountyCare or its designee within five (5) days from the last day of the reporting period. CountyCare shall advise Contractor in writing of the appropriate format for such reports and information submissions and provide adequate notice before requiring production of any new reports or information. CountyCare will provide adequate notice before requiring production of any new reports or information and will consider concerns raised by Contractor about potential burdens associated with producing the proposed additional reports. At a minimum, reports will include detailed and summary reports regarding:

- 4.3.21.1 Call center statistics
- 4.3.21.2 Data sets and summary reports Transportation rides requested, provided, cancelled by reason. This will include data on vehicle and driver assigned to each ride, as appropriate as well as data on daily rides per vehicle and driver
- 4.3.21.3 Network changes for prior approval
- 4.3.21.4 Encounter Claims statistics
- 4.3.21.5 Satisfaction survey statistics
- 4.3.21.6 Appointment verification statistics
- 4.3.22 Member Demographics (3 pages maximum)

Describe Proposer's ability to provide the following member demographic information on a weekly basis:

- 4.3.22.1 Name
- 4.3.22.2 Date of birth
- 4.3.22.3 Mailing Address
- 4.3.22.4 Home and Cell Phone
- 4.3.22.5 Language (written and spoken)
- 4.3.22.6 Secondary Language (written and spoken)
- 4.3.22.7 Race
- 4.3.22.8 Ethnicity

- 4.3.22.9 Sex/Gender
- 4.3.22.10 Last known pick up location
- 4.3.23 Trip Notification and Timeliness (4 pages maximum)
- 4.3.23.1 Describe Proposer's method for notifying members about the status of their transportation provider's arrival.
- 4.3.23.2 Proposer shall provide timeliness data for their Illinois lines of business with the following data by month:
- 4.2.23.2.1 Total rides provided in the month
- 4.2.23.2.2 Total rides arriving to appointment location prior to or at time of appointment by month
- 4.3.23.3 Proposer shall provider cancellation data for their Illinois lines of business with the following data by month:
- 4.3.23.3.1 Total ride cancellations in the month
- 4.3.23.3.2 Cancellations by reason in the month

### 4.3.24 HIPAA and Regulatory Compliance Requirements (8 pages maximum)

Compliance Requirements are intended to demonstrate the Proposer's capability to adhere to the detailed compliance requirements that CCH, through its health plan CountyCare, is required to follow based on the regulations and contract requirements specific to Medicaid. Each respondent must demonstrate implementation of an effective compliance program that meets the regulatory requirements set forth at 305 ILCS 5/8A-1, 42 CFR Part 420, and 42 CFR §§438.600-610 in addition to requirements for operating an HMO in Illinois.

The Selected Proposer will also have access to confidential information, including protected health information (PHI), to perform the functions, activities, or services for, or on behalf of, CCH as specified in this RFP. The Proposer must acknowledge that if awarded there is a high likelihood that the Selected Proposer may have access to PHI, in paper or electronic form, and thus, it shall sign a Business Associate Agreement with CCH. As a Business Associate, the Selected Proposer will agree to comply with all federal and state confidentiality and security laws and regulations, including HIPAA, HITECH, the Medicare Confidentiality Regulations, as defined herein, and all other applicable rules and regulations. Note: Failure to complete the section in its entirety will disqualify your Proposal. This section is specific to corporate compliance requirements of a health plan and its delegated vendors; it does not address contract compliance requirements referenced elsewhere within this RFP.

## 4.3.24.1 Compliance Program

#### Proposer must:

- Maintain a compliance program, consistent with requirements outlined in 305 ILCS 5/8A-1, 42 CFR Part
  420, 42 CFR §422.503, 42 CFR §423.504, 42 CFR §§438.600-610, 42 CFR Part 455, 1156 and 1902(a)(68) of
  the Social Security Act (SSA) and Chapters 9/21 of the CMS Medicare Managed Care Manual (100-16).
- Maintain written policies, procedures, and a Standard of Conduct/Ethics that demonstrate compliance
  with all applicable requirements and standards under the Master Contract and all federal and state
  requirements related to program integrity. Provide a listing and brief description of all compliance related
  standards, policies, and procedures maintained by the Proposer.
- Maintain written policies and procedures that implement the operation of the compliance program.
   Provide a listing and brief description of standards, policies and procedures related to operation of the Compliance Program maintained by the Proposer.
- Appoint a designated Compliance Officer who is responsible for implementation of the compliance
  program, including developing, implementing, and disseminating policies and procedures designed to
  ensure compliance with Program Integrity/Fraud, Waste and Abuse (FWA) requirements and who reports
  directly to the Proposer's CEO and Board of Directors. Provide a job description for the Proposer's

- Compliance Officer and an Organization Chart for the Proposer's Compliance department demonstrating reporting relationships for the Proposer's Compliance Officer, as well as additional Compliance Office staff
- Maintain a Regulatory Compliance Committee, consisting of members of the Board of Directors and senior management, which is responsible for oversight of the Proposer's compliance program. Provide a committee description / charter and membership list for the Regulatory Compliance Committee.
- Maintain a system of training and education for the Proposer's Compliance Officer, Board of Directors, senior managers, and employees that outlines the Proposer's obligation to comply with federal and state requirements. Provide a description of trainings completed by Proposer's workforce to ensure compliance with federal and state law requirements, including the subject areas discussed, modality utilized for training and processes for tracking training completion.
- Maintain several modalities for effective lines of communication between the Proposer's Compliance
  Officer and the Proposer's employees, subcontractors and Network Providers. Provide a description of
  internal processes used for reporting concerns related to compliance, integrity, FWA, mismanagement
  and misconduct, including options for reporting anonymously and outside of typical business hours.
- Maintain effective lines of communication between Proposer's Compliance Officer, Proposer's employees and the CCH Compliance department. Provide a description of processes used for reporting and/or escalating concerns to the CCH Compliance Officer.
- Enforcement of regulatory standards and program integrity-related requirements by the Proposer through well-publicized disciplinary guidelines. Provide a description of process for consistent adherence to well-publicized disciplinary guidelines.
- Maintain a system of established and implemented procedures for routine internal monitoring, auditing
  of program integrity compliance risks, prompt response to compliance issues, investigation of potential
  compliance problems identified in the course of self-evaluation and audits, correction of identified
  compliance problems through corrective action plans, and ongoing compliance with program integrityrelated requirements, including the use of surveillance and utilization controls conducted by a designated
  Special Investigations Unit (SIU) of dedicated staff adequate in number. Provide a description of
  Compliance Program processes for monitoring, auditing, and identification of compliance risks, including
  process for annual Work Plan and/or annual Audit Plan development, as well as tracking and documenting
  compliance efforts.
- Maintain a system for investigation and reporting for all instances of suspected and/or actual noncompliance with laws, regulations, CCH policies / procedures (to the extent applicable), or issues related to fraud, waste, and/or abuse (FWA), including reporting to the CCH Compliance Officer or the appropriate CountyCare liaison, as appropriate. Delineate the methods of how concerns may be submitted or communicated from personnel, providers, agents and members and investigated by Proposer's Compliance Department. Describe the investigation tracking system and the resolution process, including how issues are reported/escalated to CCH Compliance.
- Maintain a system for prompt reporting of all overpayments identified or recovered, particularly those
  related to potential fraud, to the Proposer's Compliance Officer and CCH Compliance. Describe how
  Proposer has established and implemented methods to encourage personnel, subcontractors/FDRs,
  agents and providers to report overpayments identified or received related to FWA without fear of
  retaliation, including how reports will be escalated to CCH Compliance.
- Maintain a policy of non-intimidation and non-retaliation for good faith participation in the Proposer's
  compliance program, including but not limited to reporting potential issues, investigating issues,
  conducting self-evaluations, audits and remedial actions, and reporting to appropriate officials. Describe
  how Proposer supports a safe, non-threatening environment where individuals may ask questions about
  integrity and compliance, fraud, abuse and financial misconduct matters and report their concerns,
  including a description of how reporters are protected from retaliation and harassment.

### 4.3.24.2 Compliance Program/Program Integrity Responsibilities

• Ensure that all Proposer employees, agents, and subcontractors complete training as necessary to perform the responsibilities under the Master Contract, including the completion of Compliance/Code of

Ethics, FWA and HIPAA trainings upon hire, and no less frequently than annually thereafter, as well as additional trainings utilizing compliance training materials or training sessions supplied by CCH (as needed). Training records must be provided to CCH within five (5) days of any request. Provide a description of the required training and education completed by Proposer, including the subject areas discussed, modality utilized for training and processes for tracking training completion.

- Ensure full cooperation by Proposer with any review, audit, or investigation conducted by the CCH
  Compliance Program or their designee (including those related to readiness activities), including the
  timely return of requested documentation / data and interviews with Proposer's workforce.
- Ensure full cooperation by Proposer with auditors conducting audits/accreditation activities or oversight of the functions, processes or operations of activities delegated to Proposer under the Master Agreement.
- Prepare and adhere to a written Corrective Action Plan (CAP), in a format mutually agreed upon as
  requested by CCH or as required by HFS/CMS, with regard to any non-compliant activities performed that
  are identified in the course of audits conducted or required in the CCH Master Contract or requested
  pursuant to the CCH Master Contract or other entities of competent jurisdiction.
- Support CCH Compliance with regulator inquiries and complaints.
- Monitor regulatory changes related to compliance. Describe how the Proposer stays updated on current laws, compliance issues, and HFS changes to the Medicaid program? How does Proposer implement any necessary changes throughout the organization and ensure accuracy and timeliness? How does the Proposer communicate these changes to clients and work with clients to update processes as needed?
- Support CCH Compliance with necessary review and revisions to plan policies and procedures, including in the review and approval of any required changes.
- Develop and maintain policies and procedures for oversight of delegated services that are contracted to
  other organizations, including how audit and monitoring activities will be conducted of delegated
  functions/services. Provide a description of the Proposer's delegate / FDR oversight process, including a
  listing of related policies maintained by the Proposer. Describe in detail audits of FDRs, subcontractors,
  agents and providers to ensure compliance with contractual and regulatory requirements, including the
  frequency of the activity.
- Ensure the collection, assessment, storage and reporting of information related to conflict-of-interest for personnel, officers, directors, and subcontractors, and the officers, directors and personnel of any subcontractors utilized by the Proposer. Provide a description of the conflict-of-interest process, including a listing of related policies maintained by the Proposer.
- Screen all current and prospective employees, contractors and subcontractors prior to engaging their services, and at least monthly thereafter, by reviewing the list of sanctioned persons through:
  - The Department of Health and Human Services (HHS) Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) Searchable Database (https://exclusions.oig.hhs.gov),
  - HFS OIG exclusion (available at http://www.state.il.us/agency/oig),
  - The Excluded Parties List System (EPLS)/System of Award Management (SAM) maintained by the U.S. Government (available at https://www.sam.gov/portal/SAM/##11), and
  - The Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) (https://sanctionssearch.ofac.treas.gov/)

Provide a description of the sanction screening process, including a listing of related policies maintained by the Proposer.

- Ensure that the Proposer, its principals and any person employed or contracted by Proposer to provide Services:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any governmental department, agency or federally funded health care program (including Medicare and/or Medicaid);

- (2) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- (4) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- Notify CCH immediately in the event that it or anyone performing services under the Master Contract:
  - (1) Is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or
  - (2) Is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid.
- Maintain compliance with the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act.

### 4.3.24.3 Confidentiality/Privacy

### Proposer must:

- Maintain administrative and management arrangements, policies and procedures, and training that comply with all federal and state regulations and statutes governing the creation, receipt, access, use, disclosure maintenance, and transmission of protected health information (PHI), including the protection of PHI and the detection and prevention of unauthorized uses and disclosures of PHI. Provide a listing of Proposer's policies related to privacy and confidentiality of health information, including those that address HIPAA or relevant State Privacy laws. Additionally, provide information regarding whether the Proposer has had a third-party company confirm and certify the Proposer as HIPAA compliant, including the name of the company that provided the certification. Also report as to whether the Proposer's company has been cited, fined, or been notified of pending citation or financial penalties within the last five (5) years for federal or state law violations and/or failure to implement regulations. If yes, explain in detail each occurence.
- Maintain procedures to ensure that the Proposer and/or its subcontractors do not access, use, store,
  maintain, or transmit, whether electronically or otherwise for any purpose whatsoever, CountyCare PHI,
  documents, data, claims, guidelines, protocols, programs, financial analyses, performance measures, or
  other information at or to any offshore location, without receiving prior approval from CCH. Provide a
  description of any of the Proposer services that will be performed by offshore operations, including any
  contracted services.
- Report breaches of unsecured PHI, as defined in 45 CFR 164.402, and mitigate potential damages
  associated with a Breach of Unsecured PHI and with uses and disclosures in violation of HIPAA
  requirements and the Master Contract. Provide a description of notification procedures between
  Proposer and CCH. Include a description of any HIPAA violations that the Proposer experienced during
  the past five (5) years.
- Maintain procedures to ensure that any subcontractors utilized by the Proposer will comply with applicable HIPAA privacy and security requirements, including those outlined in the Business Associate Agreement between CCH and the Proposer. Provide a description of procedures for passing down CCH BAA requirements to subcontractors.
- Maintain an Information Privacy program that includes, at a minimum, a designated individual who is responsible for developing and implementing policies and procedures for all standard privacy practices regarding the protection of CCH protected health information. Provide a job description for the

- designated Privacy individual and a description, including organization chart, for the Information Privacy program. Provide summary information and documentation regarding the Proposer's defined process for transmitting PHI and how it complies with both the content requirements and disclosure restrictions of all applicable state, federal, and public health laws.
- Maintain staff training programs for privacy and security awareness. Describe the training programs
  utilized for staff, including the timeframe for completion, how training completion is tracked and the
  content included within the training.
- Monitor changes in HIPAA privacy and security requirements. Describe how the Proposer stays updated
  on current laws, compliance issues, and changes related to HIPAA. How does Proposer implement any
  necessary changes throughout the organization and ensure accuracy and timeliness? How does the
  Proposer communicate these changes to clients and work with clients to update processes as needed?
- Maintain cyber insurance. Describe and delineate the relevant provisions and limits of Proposer's cyber insurance policy.

#### 4.3.24.4 Fraud, Waste, and Abuse

#### Proposer Must:

- Maintain administrative and management arrangements, policies, and procedures that comply with all
  federal and state regulations and statutes governing the detection and prevention of Fraud, Waste,
  Abuse, mismanagement, and misconduct (collectively, FWA), including but not limited to 305 ILCS 5/8A-1
  et. seq., 42 CFR 455, 42 CFR 438 Subpart H, and sections 1128, 1156 and 1902(a)(68) of the Social Security
  Act (SSA). Provide a listing of plans, policies, and procedures related to FWA activities and operations
  maintained by the Proposer.
- Operate a dedicated Special Investigation Unit (SIU) to detect, monitor, investigate and prevent FWA, including the use of data analytics to detect potential FWA. The SIU shall be responsible for the reasonable investigation of each enrollee and provider case of suspected FWA activity and for implementation of the CountyCare FWA prevention and reduction activities under the CountyCare FWA Plan. The SIU must be able to receive referrals of FWA alleged against enrollees, providers (both contracted and out-of-network) and Subcontractors. Investigations may involve coordination with other CCH delegated entities. Describe the Proposer's FWA Plan to detect, investigate and report suspected instances of FWA specific to a Medicaid managed care health plan. Submit a process flow diagram illustrating the process to conduct a reasonable investigation of each suspected FWA involving providers and subcontractors, Proposer's workforce and subcontractors, and enrollees. Include within the diagram the process of notification to CCH Compliance of suspected FWA and potential criminal acts.
- Designate a dedicated SIU Liaison to provide notice of any suspected FWA to CCH Compliance within twenty-four (24) hours after receiving such report. Identify the member of management or leadership who will function as the dedicated, day-to-day SIU Liaison to CCH Compliance and include a job description and reporting structure for that individual.
- Maintain procedures that outline the organization's methods for identification, investigation, and referral
  of suspected Fraud cases. Describe Proposer's procedures around the identification, investigation, and
  referral of suspected Fraud cases.
- Provide first pass FWA identification, validation, and recovery services to include, at a minimum, the following:
  - Mapping claims data into standard format and perform FWA analysis with analytics.
  - Designing FWA concepts to assess claims compliance with current billing and regulatory requirements, subject to CCH prior approval before implementation.
  - Designing FWA concepts to identify variances in claims including but not limited: claim accuracy, aberrant billing practices, and fraud detection, subject to CCH prior approval before implementation.
  - Reviewing claims identified as an overpayment and validate the overpayment prior to initiating recovery efforts.

- Obtaining approval from CCH Compliance prior to recovery initiation to minimize provider abrasion and ensure compliance with Master Contract terms.
- Describe how the Proposer will develop and utilize Data Analytics, based on current regulations, to help identify and address Provider and Enrollee variances, including the identification of any external resources or software utilized as part of the process.
- Perform interviews and/or "boots on the ground" field-based investigations related to FWA/Payment
  Integrity initiatives, if warranted. Describe the operations of the Proposer's local Investigation Unit that
  will be responsible for the investigation and remediation of FWA / Program Integrity issues, including
  office locations and organization chart structure.
- Perform audits on claims identified through FWA/Payment Integrity initiatives. Provide a description of
  the process for auditing, including the identification of any software used to review claims to ensure the
  claims comply with State Medicaid guidelines as well as national coding and documentation guidelines
  published by the Centers for Medicare and Medicaid Services (CMS), the American Medical Association
  and various specialty organizations.
- Coordinate and perform education for providers based on audit or investigation findings, as directed by CCH Compliance. Provide a description of the process for providing education to providers, via multiple modalities, including examples of when provider education is appropriate.
- Recover established overpayments due to FWA made to a provider, as directed and approved by CCH.
   Overpayments may be obtained from a provider directly or made from future claim payments. Where
   there are not sufficient claims funds, letters to a provider will be sent. Provide a description of the process
   for recovering overpayments made to providers, including how efforts will be coordinated with CCH
   Compliance.
- Maintain processes to grant real-time access to CCH Compliance for SIU and/or FWA Program
  documentation and/or software platforms for reporting and oversight purposes. Provide a description of
  the process for granting/authorizing CCH Compliance access to FWA related documentation and data.
- Identify and implement process changes and/or system configuration solutions to prevent payment of improper claims, as identified via FWA concepts and data analytics, subject to prior approval by CCH.
- Provide first level appeal management for all provider concerns with FWA activity and recoveries.
- Maintain procedures that outline the methods for prompt reporting of all overpayments identified or recovered to CCH.
- Develop and deliver monthly, quarterly and ad hoc reports to CCH Compliance regarding FWA related investigations, audits and data mining activities, in the form and format requested by CCH and in line with requirements for reporting data to HFS and HFS OIG. Provide a description of the process for developing and delivering accurate reports to CCH Compliance, including the process for ad hoc report requests.
- Ensure cooperation with all appropriate federal and state agencies in the detection and prevention of Fraud, Waste, Abuse, mismanagement, and misconduct, including the implementation of measures to comply with any Provider Alerts, including Payment Suspensions, or Deconfliction/Stand Down Notices received from HFS and/or HFS OIG and participation in ad hoc and regular meetings with HFS OIG, as requested by CCH.

#### 4.2.24.11 Incident Reporting

4.2.24.11.1 Describe the process and procedures in place for Proposer to receive reports of adverse events including critical incidents, including the internal reporting system for tracking the reporting and responding to critical incidents, and analyzing the event to determine if there is a need for individual or systemic changes.

### 4.2.24.12 Conflict of Interest

4.2.24.12.1 Describe the system Proposer has in place to collect, assess, store and report information related to conflict of interest surveys for personnel, officers, directors, and subcontractors, and the officers, directors and personnel of Contractor's subcontractors/FDRs.

#### 4.2.24.13 Off-Shore

4.2.24.13.1 Describe in detail Proposer's use of off-shore subcontractors, including location of off-shore subcontractors, and delineate all operations affected.

### 4.3.25 Innovative Solutions to Non-Emergency Ambulance Transportation (3 pages maximum)

As of January 1, 2022, non-emergent ambulance services have been carved out of Managed Care and moved to Fee-for-Service. MCOs have been experiencing increased difficulty in being able to secure necessary non-emergent ambulance rides for members, resulting in declining health. Proposer shall describe innovative solutions for member's who are unable to secure NEMT ambulance services.

# 4.3.26 Deliverables and Reporting (3 pages maximum)

The following are some of the required Deliverables and submission and reporting obligations of this Contract, which may be adjusted at the discretion of CCH HPS. All reports shall be inclusive of information pertaining to Covered Services and administrative services provided for Enrollees only and have contents, calculations, and format as determined by CCH HPS.

Failure to provide CCH HPS with a required Deliverables or comply with a submission or reporting obligation may result in imposition of a penalty. Proposer may also be required by CCH HPS to develop and submit for review by CCH HPS a Corrective Action Plan ("CAP").

Describe Proposer's ability to provide the following deliverables:

### **Monthly Reports**

- 1. Monthly telephone access statistics separated by provider and member including:
- a) Call center statistics in an Excel spreadsheet with newest data added to previously submitted data, to include, at a minimum, daily summary data for the prior week:
  - i) Number of CountyCare calls received, abandoned and answered
  - ii) Abandonment Rate/Percentage
  - iii) Abandon Queue Time Average and Max
  - iv) Average Speed to answer
  - v) Average Talk Time
  - vi) Average Handle Time
  - vii) Percentage of call answered within 30 seconds
  - viii) Number of staff (by FTE) working to answer CountyCare calls.
  - ix) Number of calls transferred to CCH transportation
- 2. Monthly trip statistics including:
- a) Rides statistics in an Excel spreadsheet with newest data added to previously submitted data, to include, at a minimum, daily summary data for the prior week:
  - i) Number of prior approval trips requested
  - ii) Number of prior approval trips approved
  - iii) Number of prior approval trips completed
    - (1) Number completed by Enrolled Providers
    - (2) Number completed by Unenrolled Providers
  - iv) Number of prior approval trip request denied, as a total and by denial reason
  - v) Number of Physician Certification Statement (PCS) for Non-Emergency Transports
    - (1) Approved
    - (2) Denied
    - (3) Appealed
  - vi) Number of Certificate of Transportation Services (CTS) for Non-Emergency Medical Appointments
    - (1) Approved
    - (2) Denied

- (3) Appealed
- vii) Percentage of prior approval trips requests denied
- viii) Number of canceled prior approval trips request as a total and by cancelation reason
- ix) Number of Member No-Shows
- x) Number of Provider No-Shows
- xi) Number of unique members assisted
- xii) Monthly utilization rate of NEMT services (unique members compared to membership population
- xiii) Number of prior approval trips requested with at least 72 hours notice and percentage of completions
  - (1) Percentage completed by Enrolled Providers
- xiv) Number of prior approval trips requested with at less than 72 hours notice and percentage of completions
  - (1) Percentage completed by Unenrolled Providers
- xv) Number of Urgent Trips requested and number completed
- xvi) Number of Hospital Trips requested and number completed
- xvii) Number of post approval trips requested
- xviii) Number of post approval trips approved
- xix) Number of post approval trips denied, as a total and by denial reason
- xx) Number of unique members with post approval trips approved
- xxi) Number of trips completed with one way mileage over 20 miles
- xxii) Number of trips completed with one way mileage over 50 miles
- xxiii) Number of trips completed with one way mileage over 100 miles
- xxiv) Total Mileage for completed trips
- xxv) Number of Behavior Health Trips
- xxvi) Number of unique members going to Behavior Health
- xxvii) Number of trips completed by category of service (ALS 1, ALS2, BLS, SCT, Medicar, Service Car, Taxi, Common Carrier, Fixed Wing, Helicopter.)
- xxviii) Top ten approved trip reasons
- 3. Ride timeliness data including at minimum:
  - a. Member information
  - b. Actual drop off time
  - c. Member's required drop off time
  - d. % and number of rides on time to providers
  - e. % and number of rides on time to locations other than providers
- 4. Enrollee Related Complaints and Grievances in an Excel spreadsheet with newest data added to previously submitted data, with all data updated to reflect additional communications and actions taken. Enrollee Complaint and Grievance logs shall include all Complaints received by Contractor from Enrollees and their representatives, care coordinators, Providers, Affiliated Transportation Providers, Affiliated Transportation Networks, CCH staff, State staff, or the general public related to Enrollees. This shall not include claim payment related issues or other Affiliated Transportation Network disputes. The log is to include a listing for each complaint received, to include, at a minimum:
  - a. The Enrollee's name, and if the Enrollees is not making the compliant the name of the person making the Complaint and relationship to the Enrollee or organization represented.
  - b. Date of Complaint and method by phone, website, email, US mail, etc.
  - c. Summary of Complaint with detail information as provided
  - d. Summary of research conducted by Contractor
  - e. Summary of communications and actions taken with Affiliated Transportation Networks and Affiliated Transportation Providers, with date of each
  - f. Summary of communications and actions taken with Enrollees with date of each
  - g. Summary of other actions taken with date of each
  - h. Any next steps to be taken
  - Date Complaint was closed

- 5. Provider Network Report
  - a. Number of active providers currently in network
  - b. Number of vehicles currently in network
  - c. Number of providers used during month
  - d. List of active Affiliated Transportation Networks.
  - e. Affiliated Transportation Network monitoring and oversight action
  - f. Updates on steps to correct network adequacy deficiencies as set forth in Section 2.2, Network Adequacy Analysis of this SOW.
- 6. Completed Trips in an Excel spreadsheet with the newest data added to previously submitted data, completed transportation trips to providers, ensuring that the report includes the actual drop off time and scheduled drop off time to provider. To include, at a minimum, daily summary data for the prior month:
  - i. RIN
  - ii. Last Name
  - iii. First Name
  - iv. DOB
  - v. Zip Code
  - vi. Appointment Reason
  - vii. Trip Date
  - viii. Appointment Time
  - ix. Actual Dropoff Time
  - x. Late/Timely A-Leg
  - xi. Funding Program
  - xii. Billing Code
- 7. Encounter Data
- 8. Audits of claims paid to Affiliated Transportation Networks
- 9. Financial reports of claims, trips and administrative costs by date of service and Enrollee.
- 10. Claims processing reports indicating the percentage of claims processed within each of thirty (30) days, ninety (90) days and more than ninety (90) days.
- 11. Enrollee satisfaction survey response rate and outcomes.
- 12. Missed Metrics Monthly Summary to indicate the root cause and remediation for any SLAs/KPIs missed.

### **Quarterly Reports**

- 1. Analysis of geographic distribution of Affiliated Transportation Providers
- 2. BEP vendor payments and goals attainment

# **Annual Reports**

1. Satisfaction surveys of Affiliated Transportation Providers and Affiliated Transportation Networks

### 4.4 Transition Plan and Task List

Limit this response to the transition plan task list and related timeline. Proposers should provide *detailed scope tasks/activities*, organized in phases including, but not limited to project management activities, key resources, milestones, and estimated hours per key activity. Proposers must explain which key tasks can occur simultaneously/in parallel.

The selected Proposer is responsible for accurately estimating effort and presenting a comprehensive plan reflecting experience, and careful assessment of the requirements and related attachments. Negligence to read the details is not a justification for a change order.

# 4.5 Implementation Approach

The Proposers must provide a clear approach that demonstrates strong expertise and presents a well throughout strategy to successfully rollout NEMT services. This approach must at minimum describe:

- 1) Proposed transition resources including their specific knowledge, capacity and role during the transition;
  - a) All resources must be identified as "direct" or "subcontracted" staff.
- 2) Proposed fleet configuration (number of vehicles, vehicle types and staff) and rationale for said recommendation (e.g. how was the information provided in the RFP used). State whether each vehicle is owned or leased;
- 3) Proposed approach to confirm CCH NEMT needs and identify/validate network adequacy indicators
- 4) Information needed to complete a NEMT services plan;
- 5) Approach to monitor the operation in collaboration with CCH, including but not limited to the methods used to promptly identify customer service trends and issues;
- 6) Procedure/steps required to swiftly pin-point network inefficiencies and inadequacies, develop a solution roadmap, and close gaps;
  - a) The Proposer must acknowledge that when material gaps in services are identified, it agrees to, within five (5) Business Days, assess the situation and provide a recommendation for CCH approval to correct the gap within a reasonable and mutually agreed period of time.
  - b) The Proposer will be required and thus shall describe its ability, on an ongoing basis, to review data with CCH to determine appropriate network changes necessary to meet CCH and member needs in the most cost-efficient manner. The Proposer, in collaboration with CCH, will analyze the geographic distribution of requested rides on at least a quarterly basis.
- 7) Capabilities to augment the current operation in order to meet the SOW requirements stated in this RFP
- 8) Proposers may describe available software, tools and/or methods to monitor fleet and network adequacy indicators, and may also provide screenshots or sample documents to demonstrate capacity to perform analytics. Clarify the type of access that CCH will have to those technologies and tools;
- 9) Note that CCH is in the process of acquiring tools to manage the NEMT services, however, Proposers may submit pricing for technologies available to CCH to manage NEMT services;
- 10) The Proposer must describe its GPS system capabilities, including reporting capabilities, and expected use of GPS to enhance the provision of services in this RFP.

### 4.6 Readiness Review

The Selected Proposer will be required, prior to implementation of any services to pass a Readiness Review Assessment, or otherwise receive notice from CCH HPS indicating that the Proposer is, to CCH HPS' satisfaction, ready to provide services in a safe and efficient manner. The Proposer must acknowledge and agree that if awarded it will participate in all parts of this assessment. *Failure to acknowledge and accept this requirement will automatically disqualify a Proposer from the Evaluation Process.* 

The assessment will at minimum include a desk review. The Selected Proposer will be required to provide during this assessment documents such as the following (but not limited to):

a. Employee initial and on-going training plan and training materials for all duties under the Contract including such topics as operating procedures, customer services best practices; cultural competency; protecting and reporting concerns regarding the health, safety and welfare of Riders; requirements for identifying and reporting suspected fraud, waste, abuse, and financial misconduct; processes for handling Grievances; b. Staffing plans;

- c. Procedures for receiving or identifying, reporting and responding to Grievances, suspected fraud, waste, abuse, and financial misconduct, and critical incidents affecting Rider health, safety, and welfare;
- d. Reporting plan and sample reports;
- e. Transition plan including participation in planning meetings, transition schedules, etc. regarding transition from the current transportation provider;
- f. Driver and Attendant manual or procedures;
- g. Transportation provider adequacy analysis based on expected number of Riders needing rides, utilization of rides, geographic locations of ride origins and destinations, needed level of services, mobility needs of Riders, etc.;
- h. Procedures for credentialing and re-credentialing drivers and Attendants to assure they are properly licensed, not excluded from participation in Medicaid or other programs, and qualified to serve;
- i. Procedures for monitoring customer satisfaction and driver, Attendant and fleet performance;
- j. Issue resolution system procedures.

# 4.7 Minimum Performance Guarantees

Proposer agrees to the following minimum performance guarantees. The Proposer's standard set of guarantees must be submitted with the Proposal.

| Category/<br>Measure  | Measure   | Definition  | Amount at Risk<br>for<br>Measurement<br>Period | Amount at<br>Risk for One<br>Year |
|-----------------------|---|---|--|-----------------------------------|
| Account<br>Management | = 1 business day</td <td>Account Management (AM) team members shall respond to electronic, verbal, and written notices of issues by CCH within one (1) business day of receipt. If the issue cannot be resolved within two (2) business days, AM team members shall notify CCH of the expected time of resolution. This is measured and reported on a calendar quarterly basis.</td> <td></td> <td>\$10,000<br/>\$10,000</td> | Account Management (AM) team members shall respond to electronic, verbal, and written notices of issues by CCH within one (1) business day of receipt. If the issue cannot be resolved within two (2) business days, AM team members shall notify CCH of the expected time of resolution. This is measured and reported on a calendar quarterly basis.  |  | \$10,000<br>\$10,000              |
| Account<br>Management | Bi-weekly Action<br>Log   | The AM team shall maintain and distribute on a bi-weekly basis an Action Log which documents and tracks any administrative, operational, clinical, and financial issues.  |  |                                   |
| Account<br>Management | Monthly Meeting   | The AM team shall schedule and participate in monthly meetings to discuss quarterly utilization, financial, and clinical results. The AM team shall prepare and distribute agenda and meeting materials to all invitees at least five (5) business days prior to the meeting date. Meeting notes and follow-up items shall be distributed by the AM team within five (5) business days following the meeting. | \$2,500 per<br>quarter                         | \$10,000                          |

| Category/<br>Measure  | Measure   | Definition  | Amount at Risk<br>for<br>Measurement<br>Period | Amount at<br>Risk for One<br>Year |
|---|---|---|--|-----------------------------------|
| Timely Response<br>to HFS and CMS<br>Inquiries and<br>Requests for<br>Information | Same Business Day   | Contractor shall notify CCH on the same business day of any HFS/CMS inquiries or requests directly received by the Contractor from HFS/CMS.   | \$2,500 per<br>validated<br>incident           | \$50,000                          |
| Enrollment File<br>Updates  | = 99% within 24 hours</td <td>At least 99% or greater of usable eligibility files shall be loaded and active in the on-line claims adjudication system within 24 hours of receipt. This is measured and reported quarterly, reconciled annually and based upon CCH-specific data. Payment for missed guidelines will be based upon annual aggregated results.</td> <td>\$5,000 per<br/>quarter</td> <td>\$20,000</td> | At least 99% or greater of usable eligibility files shall be loaded and active in the on-line claims adjudication system within 24 hours of receipt. This is measured and reported quarterly, reconciled annually and based upon CCH-specific data. Payment for missed guidelines will be based upon annual aggregated results. | \$5,000 per<br>quarter                         | \$20,000                          |
| Actual pickup times<br>and drop off times<br>to places other<br>than providers    | for 90% or more of<br>trips completed<br>each day shall be<br>within 15 minutes<br>prior to the<br>scheduled pick-up<br>time and drop off<br>time.  | Contractor will meet the required drop off and pick up timeframes 90% of the time.  | \$5,000 per<br>month                           | \$60,000                          |
| Actual pickup times and drop off times to providers                               | for 95% of rides to providers each day are to be within 10 minutes of times scheduled with the Rider and 95% drop off times at providers shall be no later than appointment time.   | Contractor will meet the required drop off and pick up timeframes.  | \$5,000 per<br>month                           | \$60,000                          |
| Missed Trips  | No more than 2% of<br>trips shall be<br>"missed" trips.   | "Missed" trips are trips that cannot be scheduled due to the unavailability of a vehicle to schedule a trip, the failure of the scheduled vehicle to make the trip or the trip being delayed, with "delayed" as defined by CountyCare. "Missed" trips include those cancelled by a Contractor on the day of the scheduled ride. | \$5,000 per<br>month                           | \$60,000                          |

| Category/<br>Measure                      | Measure  | Definition  | Amount at Risk<br>for<br>Measurement<br>Period                                       | Amount at<br>Risk for One<br>Year |
|---|--|---|--|-----------------------------------|
| Member Services                           | Less than 2% of  | There should be a minimal number of   | \$5,000 per  | \$60,000                          |
| Complaint Rate                            | trips generate a complaint   | grievances related to trips.  | month  |                                   |
| Average Hold Time                         | =30 seconds</td <td>The average hold time – defined as the time spent on hold by the caller following the interactive voice response (IVR) system, touch-tone response system, or recorded greeting before reaching a live person – shall be limited to no more than thirty (30) seconds. This is measured and reported on a monthly basis.</td> <td></td> <td>\$30,000</td> | The average hold time – defined as the time spent on hold by the caller following the interactive voice response (IVR) system, touch-tone response system, or recorded greeting before reaching a live person – shall be limited to no more than thirty (30) seconds. This is measured and reported on a monthly basis. |  | \$30,000                          |
| Phone<br>Abandonment/<br>Disconnect Rates | =5%</td <td>Inbound calls to customer service lines shall be answered with an abandonment or disconnect rate of five (5) percent or less. This is measured and reported on a monthly basis.</td> <td>\$2,500 per<br/>month</td> <td>\$30,000</td>  | Inbound calls to customer service lines shall be answered with an abandonment or disconnect rate of five (5) percent or less. This is measured and reported on a monthly basis.   | \$2,500 per<br>month   | \$30,000                          |
| Phone Average<br>Speed of Answer          | =30 seconds</td <td>80% of inbound calls to customer service lines shall be answered within an average time of thirty (30) seconds or less. This is measured and reported on a monthly.</td> <td>\$2,500 per<br/>month</td> <td>\$30,000</td>  | 80% of inbound calls to customer service lines shall be answered within an average time of thirty (30) seconds or less. This is measured and reported on a monthly.   | \$2,500 per<br>month   | \$30,000                          |
| Interpreter<br>Availability               | =8 minutes</td <td>Interpreters shall be available within eight (8) minutes of reaching the customer service representative. This is measured and reported on a quarterly basis.</td> <td>\$1,000 per<br/>detected or<br/>reported<br/>incident that<br/>has been<br/>substantiated</td> <td>\$10,000</td>   | Interpreters shall be available within eight (8) minutes of reaching the customer service representative. This is measured and reported on a quarterly basis.   | \$1,000 per<br>detected or<br>reported<br>incident that<br>has been<br>substantiated | \$10,000                          |
| TTY Availability                          | =7 minutes</td <td>Customer service representatives available through the TTY service shall be available within seven (7) minutes of the time of answer. This is measured and reported on a quarterly basis.</td> <td>\$1,000 per<br/>detected or<br/>reported<br/>incident that<br/>has been<br/>substantiated</td> <td>\$10,000</td>                                       | Customer service representatives available through the TTY service shall be available within seven (7) minutes of the time of answer. This is measured and reported on a quarterly basis.   | \$1,000 per<br>detected or<br>reported<br>incident that<br>has been<br>substantiated | \$10,000                          |

| Category/<br>Measure | Measure         | Definition                            | Amount at Risk<br>for<br>Measurement<br>Period | Amount at<br>Risk for One<br>Year |
|----------------------|-----------------|---------------------------------------|--|-----------------------------------|
| System Availability  | >/=99.8%        | The online claims processing system   | \$15,000 per                                   | \$15,000                          |
|                      |                 | shall be available for access by      | calendar year                                  |                                   |
|                      |                 | contracted providers no less than 99% |  |                                   |
|                      |                 | of the time, excluding normal         |  |                                   |
|                      |                 | scheduled maintenance. This standard  |  |                                   |
|                      |                 | will not apply when Contractor does   |  |                                   |
|                      |                 | not have total control over the       |  |                                   |
|                      |                 | environment or communication links    |  |                                   |
|                      |                 | that impact the claims adjudication   |  |                                   |
|                      |                 | process due to third-party            |  |                                   |
|                      |                 | involvement. Scheduled maintenance    |  |                                   |
|                      |                 | will not be performed during routine  |  |                                   |
|                      |                 | business hours. This is measured and  |  |                                   |
|                      |                 | reported on a quarterly basis.        |  |                                   |
| Standard Prior       | Standard        | 100% of standard authorization        | \$10,000 per                                   | \$40,000                          |
| Authorization:       | authorizations  | requests shall be completed within 72 | quarter  |                                   |
| Medicaid             | within 72 hours | calendar days of receipt.             |  |                                   |
| Encounter Data       | ≥95% acceptance | 95% of submitted encounters shall be  | \$50,000 per                                   | \$200,000                         |
|                      |                 | accepted                              | quarter*                                       | *                                 |

<sup>\*</sup> Subject to change based on penalty adjustments received from HFS

### 5. Required Proposal Content

This RFP provides potential Proposers with sufficient information to enable a proposer to prepare and submit proposals. CCH is supplying a base of information to ensure uniformity of responses. It must be noted, however, that the guidelines should not be considered so rigid as to stifle the creativity of any Proposer responding.

This RFP also contains the instructions governing the submittal of a Proposal and the materials to be included therein, which must be met to be eligible for consideration. All Proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Proposers providing insufficient details will be deemed non-responsive. CCH expects all responses to reflect exceptional quality, reasonable cost and overall outstanding service.

Any page of a proposal that proposer asserts to contain confidential proprietary information such as trade secrets or proprietary financial information shall be clearly marked "CONFIDENTIAL PROPRIETARY INFORMATION" at the top of the page. Additionally, the specific portions of the page that are asserted to contain confidential proprietary information must be noted as such. However, note that ONLY pages that are legitimately confidential should be marked Confidential. CCH will return proposals that mark all pages Confidential or are copyrighted. All proposals submitted to CCH are the property of CCH.

Further, the proposer is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statute.

Proposals shall not contain claims or statements to which the proposer is not prepared to commit contractually. The information contained in the proposal shall be organized as described in this section.

## 5.1 Executive Summary/Cover Letter

The cover letter shall be signed by an authorized representative of the proposer. The letter shall indicate the proposer's commitment to provide the services proposed at the price and schedule. Do not forget to sign your cover letter (Limit this to one page).

### **5.2** Response to Scope of Services

Please insert your response to the Scope of Services, Section 4, in this section.

## 5.3 Qualifications and Key Personnel Experience

The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined not to be in CCH' best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers must name key personnel as part of their response. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

a. Describe internal standards, policies and procedures regarding training and professional development.

## 5.4 Proposer's Profile and Track Record

Proposer must include a *description* of the organization's track record as follows:

| Business Name (Leg   | al Name)       |                |     |        |            |  |  |  |
|--|----------------|----------------|-----|--------|------------|--|--|--|
| Legal Structure (e.g., sole proprietor, partnership, corporation, joint venture  |                | -              |     |        | Date and S |  |  |  |
| Point of Contact / T   | itle           |                |     |        |            |  |  |  |
| List of Proposer's Pr including Executive  | •              | ficers         |     |        |            |  |  |  |
| Business Address   | Address, City, | State, Zip Cod | е   |        |            |  |  |  |
| Phone Number   |                |                |     | F      | Fax Number |  |  |  |
| Email Address  |                |                |     |        |            |  |  |  |
| FEIN for organization  |                |                |     |        |            |  |  |  |
| Business background and description of current operations:   |                |                |     |        |            |  |  |  |
| # of Years in Busine   | ss             |                |     | # of E | mployees   |  |  |  |
| Respondent Copy of W-9.  |                |                | Yes | No     |            |  |  |  |
| Respondent a licensed business to perform the work in scope: Please specify relevant certifications.  Yes  |                |                | No  |        |            |  |  |  |
| Respondent authorized to conduct business in Illinois: Provide Registration Number issued by the Illinois Secretary of State, a copy of the Certificate of Good Standing, and include Cook County Assumed Business Name Certificate, if applicable |                |                | Yes | No     |            |  |  |  |

## 5.5 MBE/WBE Participation

The Proposer may be comprised of one or more firms as to assure the overall success of the project. The proposer must present a team chart that clearly identifies each team member and specify their role in the project (this should be more detailed than the information provided in the executive summary). For each subcontractor, provide the name of the firm(s), brief company background, level of participation, MBE or WBE if applicable, the type of services each resource, from each firm, will provide. For each MBE/WBE certified firm proposed, provide the appropriate information in the MBE/WBE Utilization Forms in Attachment A, MBE/WBE Utilization Plan.

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned

Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

| Contract Type         | Goals       |     |
|-----------------------|-------------|-----|
|                       | MBE         | WBE |
| Goods and Services    | 25%         | 10% |
| Construction          | 24%         | 10% |
| Professional Services | 35% Overall |     |

B. The County may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Division 8, and Section 34-267), and CCH has established a goal that MBE/WBE firms retained as subcontractors receive a minimum 35% MBE/WBE of this procurement. **The Office of Contract Compliance has determined that the participation for this specific contract is 35% MWBE participation.** 

The Proposer shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In the event that the Proposer does not meet the MBE/WBE participation goal stated by CCH for this procurement, the proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by CCH in its evaluation of the proposer's responsibility and responsiveness.

## 5.6 Cost Proposal

Proposers must submit pricing RFP in a separate sealed envelope clearly marked with the RFP number and the label "Pricing RFP." Proposers are required to submit one (1) paper copy (original) and one (1) electronic copy emailed to the email addresses specified on the cover page).

The pricing information must include any supplemental options or schedules offered by the proposer. All pricing <u>must include all assumptions</u> to facilitate Analysis. Proposers should include elements or references to the pricing RFP only in this section and separate the pricing RFP according to the Instructions above.

- a. Provide a cost/fee proposal for CCH payment to Contractor of a fixed percentage of all collections (net of refunds) received from all responsible parties as a direct result of the Contractor's services. Proposer shall include all fees, costs and expenses in the percentage of collection fee, and CCH shall not be charged any additional fees, costs or expenses outside the percentage fee for performance of the Contract. Accounts turned over to CCH for additional collection efforts as deemed appropriate by CCH will not be included in determining the Contractor's fee.
- b. Provide your average collection success rate with comparable localities. Provide your best collection rate and worst collection rate for comparable similar size healthcare systems. Explain why these collection rates occur.

CCH makes no guarantee that the services or products identified in this RFP will be required. The proposer must provide sufficient pricing details to permit CCH to understand the basis for the RFP. CCH is neither obligated to purchase the full quantities proposed by the proposer, nor to enter into an agreement with any one proposer.

### **5.7** Financial Status

- A. Provide the audited summary financial statements for the last two fiscal years. State whether the proposer or its parent company has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code, and, if so, the date and case number of the filing.
- B. State whether the proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

## 5.8 Conflict of Interest

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the RFP.

If no conflicts of interest are identified, simply state "[Company X] has no conflict of interest."

### 5.9 Contract

A representative Master Services Agreement is attached Attachment B, CCH Sample Master Service Agreement to this RFP. CCH reserves the right to make modifications to its form agreement during contract negotiations. Execution of the Contract is not required at the time the qualifications are submitted. However, Proposer's redlined response to the CCH Master Services Agreement is required at the time of RFP submission. Proposer's response to the Master Services Agreement will be considered during the selection process. CCH will not consider any exceptions or proposed alternate language to the Contract General Terms and Conditions if the proposer does not include these objections or alternate language with the proposal. CCH shall not be deemed to have accepted any requested exceptions by electing to engage a Proposer in negotiations of a possible Contract. CCH acknowledges that the Master Services Agreement may not address all substantive legal requirements applicable to PBM contracts. Proposer should, as part of its redlined response include as proposed Exhibits to the Master Services Agreement any additional terms and conditions it wishes CCH to consider. To the extent that those proposed Exhibits conflict with the terms in the Master Services Agreement, appropriate changes to the Master Services Agreement must be redlined. Changing the Order of Precedence is not permitted. NOTE: Please do not renumber the template document. If a Proposer believes that an entire

provision is inapplicable to its business, CCH Requests that Proposers "[Reserve]" such section and provide appropriate comment in support of that position in a comment box. All responses must be provided in a Microsoft Word compatible format with redline. Contract responses must be printed with the Proposer's RFP response and submitted via email to: purchasing@cookcountyhhs.org.

## 5.10 Legal Actions

Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

If no Legal actions are identified, simply state "[Company X] has no pending legal actions in which our firm will experience any significant impact to this Contract."

History of Legal Actions for the last 36 months:

| Action | Date |
|--------|------|
|        |      |
|        |      |

#### **5.11** Corrective Actions

Provide a list of any Corrective Action plans in the last 36 months. CCH recognizes that corrective action plans have different titles/terminology across the industry, but Proposer should list any request for improvement plans from a client due to a deficiency identified. "Corrective Action Plans" include but are not limited to: Deficiency Action Plans, Corrective Action Plans, Cure Notices.

If no Corrective Actions are identified, simply state "[Proposer X] has no corrective actions within the last 36 months."

| Deficiency | Date Opened | Current Status | Brief Description of<br>Improvement Plan |
|------------|-------------|----------------|--|
|            |             |                |  |
|            |             |                |  |

## **5.12** Confidentiality of Information

The Selected proposer may have access to confidential information, including Protected Health Information (PHI) to perform the functions, activities, or services for, or on behalf of, CCH as specified in this RFP. The Proposer must acknowledge that if awarded there is a high likelihood that the selected proposer may have access to PHI, in paper or electronic form, and thus, it shall sign a Business Associate Agreement with CCH. As a Business Associate, the selected proposer will agree to comply with all federal and state confidentiality and security laws and regulations, including HIPAA, HITECH, the Medicaid Confidentiality Regulations, as defined herein, and all other applicable rules and regulations. The proposer must commit to require all staff, including drivers, Attendants, and other personnel, and Subcontractors to complete HIPAA training upon hire, and no less frequently than annually thereafter. CCH reserves the right to review and accept the training program prior to implementation, or require the selected proposer to use HIPAA materials or training sessions supplied by CCH.

#### 5.13 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement ("EDS"). The EDS form can be found in **Attachment C, Economic Disclosure Statement**. The EDS must be submitted with the pricing proposal in a separate envelope.

#### 5.14 Addenda

Since all Addenda become a part of the proposal, all Addenda must be signed by an authorized proposer representative and returned with the proposal. Failure to sign and return any and all Addenda acknowledgements shall be grounds for rejection of the proposal. Addenda issued prior to the proposal due date shall be made available via Cook County Health website: <a href="http://www.cookcountyhealth.org/about-Cook County Health/doing-business-with-Cook County Health/">http://www.cookcountyhealth.org/about-Cook County Health/doing-business-with-Cook County Health/</a>

#### 6. Evaluation and Selection Process

An Evaluation Committee comprised of the CCH and County personnel will evaluate all responsive Proposals in accordance with the selection process detailed below.

### 6.1. Proposal Assessment

The Evaluation Committee will review all Submittals to ascertain that they are responsive to all submission requirements.

### **6.1.1** Proposal Evaluation

The RFP provides requirements and data, which will be used as a basis for a written presentation of qualifications of the firm(s) and proposed staff, project approach, systems and methodologies for delivery of the Project. CCH will evaluate the Proposals to establish a list of qualified Proposer for Shortlist.

### **6.1.2.** Shortlist Proposer Presentation

The Evaluation Committee, at its option, may invite one or more proposers to make presentations and/or demonstrations. The Evaluation Committee may request that all or a shortlisted group of proposers engage in proactive pricing feedback, submit clarifications, schedule a site visit of their premises (as appropriate), provide additional references, respond to questions, or consider alternative approaches.

### 6.2. References

Proposers must provide three (3) current clients for reference calls that have been live on the proposed product for at least one (1) year from this RFP release date. These clients should match the profile of HPS in terms of membership volume, population, and strategic direction. These references, with contact information must be included in the Bidder's RFP response. <u>Bidders that do not provide references will be disqualified from further consideration.</u>

| Organization | Description | Reference Name and Title | Reference Email | Reference Phone<br>Number |
|--------------|-------------|--------------------------|-----------------|---------------------------|
|              |             |                          |                 |                           |
|              |             |                          |                 |                           |
|              |             |                          |                 |                           |

## 6.3. Right to Inspect

CCH reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the proposer and any proposed subcontractors and to reject any RFP regardless of price if it shall be administratively determined that in CCH's sole discretion the proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. CCH reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

## 6.4. Consideration for Contract

Any proposed contract including all negotiations shall be subject to review and approval of CCH management, CCH Legal and CCH's Board of System Board. Proposed Contracts are also subject to review by the Cook County Office of Contract Compliance.

Following finalization of Contract documents to the satisfaction of CCH executive management, CCH shall secure appropriate reviews and may approve the proposed Contract for execution in its sole discretion. The identity of the successful proposer shall be posted on the website.

## 7. General Evaluation Criteria

## 7.1. Responsiveness of Proposal

The Proposal(s) will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposal(s) which are incomplete and missing key components necessary to fully evaluate the RFP may, at the discretion of the Chief Procurement Officer or designee, be rejected from further consideration due to "Non-Responsiveness" and rated Non-Responsive.

Proposer must be compliant with all the submission requirements of the RFP. The evaluation committee will evaluate all responsive Proposal in accordance with the evaluation criteria detailed below.

### 7.1.1 Criteria Proposal

Proposals will be reviewed and selected based on qualifications of the Proposer to successfully perform the Services for the County throughout the course of the contract as evidenced by the following criteria:

- A. Ability to achieve the CCH's business goals, objectives, and Scope of Work described in this RFP, by providing a succinct and feasible description of the proposed implementation approach.
- B. Qualifications and experience of the proposer to successfully perform and provide the services described in this RFP, as evidenced by the successful provision of similar services in similar environments and in compliance with all applicable laws.
- C. Relevant Experience
- Reasonableness of Overall Price
   Price will be evaluated separately for overall reasonableness and competitiveness.

In addition, the Evaluation Committee may review and consider the information and evidence Proposer's responsiveness to the following categories:

- 1. MWBE Utilization Plan (EDS forms);
- 2. Financial Status;

- Conflict Interest;
- 4. Insurance Requirements;
- 5. Contract Terms and Conditions (objections and/or suggested alternate language);
- Legal Actions;
- 7. Addenda acknowledgement (See Addenda Section)

#### 8. Instructions to Proposers

These instructions to proposers contain important RFP and should be reviewed carefully prior to submitting the Required RFP Content. Failure to adhere to the procedures set forth in these instructions, failure to provide positive acknowledgement that the proposers will provide all services and products or failure to provide acceptable alternatives to the specified requirements may lead to disqualification of the submitted RFP.

### 8.1. Questions and Inquiries

Questions regarding this RFP will be submitted in writing to the contact(s) email listed on the cover page of this RFP no later than the date stated in the <u>Schedule</u>.

Link to submit Questions: <a href="https://forms.office.com/r/RqGBEBX4ZF">https://forms.office.com/r/RqGBEBX4ZF</a>

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Supply Chain Management Office via the email provided on the cover sheet no later than the date stated on the <u>Schedule</u> and obtain clarification prior to submitting a RFP. Such inquires must reference the RFP due date and CCH RFP number.

### 8.2. Pre-RFP Conference (if Applicable)

CCH will hold a Pre-RFP conference call on the date, time, and location indicated on the cover page. Representatives of CCH will be present to answer any questions regarding the goods or services requested or RFP procedures. If a mandatory pre-RFP conference is required, the proposer must sign the pre-RFP conference or site inspection sheet and include a copy of this sign-in sheet in the response to the RFP.

## 8.3. Number of Copies

Proposers are required to submit one (1) original hard copy, and one (1) electronic copy (emailed to the email addressed on the cover page) and no later than the time and date indicated in the RFP.

NOTE: One (1) paper copy of the pricing proposal and one (1) EDS copy must be submitted separate from the rest of the response.

Each submission must then be separated as follows:

- 1. One (1) technical hard copy the original excluding Pricing and EDS forms;
- 2. One (1) Pricing and EDS hard copies in a separate envelope;
- 3. One (1) complete electronic response package (including excel pricing file and EDS) emailed to the email addresses on the cover page. The technical response must be a single electronic

file (do not submit a file per RFP section). The email must clearly indicate the RFP Number and Title.

Please see the Proposal Receipt Acknowledgement form at the end of this file for the form required at delivery time.

### 8.4. Format

Hardcopies of the RFPs should be submitted in a separate envelope (or electronic file) except pricing which may be submitted in a separate envelop. Material should be organized following the order of the Required RFP Content Section separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned. Numbered titles and pages are required.

CCH reserves the right to waive minor variances.

#### 8.5. Time for submission

RFP shall be submitted no later than the date and time indicated on the cover page of this RFP. Late submittals will not be considered.

### 8.6. Packaging and Labeling

The outside wrapping/envelope shall clearly indicate the RFP title, proposer's Name, proposers address, and point of contact RFP. **The Price RFP and EDS shall be submitted in a separate sealed envelope.** The envelope shall clearly identify the content as "Price RFP". All other submission requirements shall be included with the Technical RFP.

## 8.7. Timely delivery of RFP

The RFP(s) must be either delivered by hand or sent to CCH through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to CCH and on any correspondence related to the RFP. If using an express delivery service, the package must be delivered to the designated building and drop box. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered. CCH assumes no responsibility for any RFP not so received.

#### 8.8. Availability of Documents

CCH publishes competitive bid, RFP, and other procurement notices, as well as award RFP, at www.CookCountyheath.org under the "Doing Business with CCH" tab. Proposers intending to respond to any posted solicitation are encouraged to visit the web site above to ensure that they have received a complete and current set of documents.

### 8.9. Alteration/Modification of Original Documents

The proposer certifies that no alterations or modifications have been made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this RFP). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered RFP. Proposer understands that failure to comply with this requirement may result in the RFP being disqualified and, if determined to be a deliberate attempt to misrepresent the RFP, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

#### 8.10. Cost of Proposer Response

All costs and expenses in responding to this RFP shall be borne solely by the proposer regardless of whether the proposer's RFP is eliminated or whether CCH selects to cancel the RFP or declines to pursue a Contract for any reason. The cost of attending any presentation or demonstration is solely the proposer's responsibility.

### 8.11. Proposer's Responsibility for Services Proposed

The proposer must thoroughly examine and read the entire RFP document. Failure of proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

## 8.12. RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of CCH and that interpretation shall be final.

## 8.13. Specifications and Special Conditions

The specifications in this document provide sufficient RFP for proposers to devise a plan and provide pricing. Minor variations from those specifications will be considered as long as proposers identify any instance in which their services specifications differ from those set forth in the RFP documents.

#### 8.14. Errors and Omissions

The proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or CCH. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify CCH in writing, and CCH will issue written corrections or clarifications. The proposer is responsible for the contents of its RFP and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the proposer in the process of putting the RFP together.

## 8.15. Proposal Material

The material submitted in response to the RFP becomes the property of CCH upon delivery to the Supply Chain Management Office and may become part of a Contract.

#### 8.16. Confidentiality and Response Cost and Ownership

All information submitted in response to this RFP shall be confidential until CCH has executed a Contract with the successful proposer or has terminated the RFP process and determined that it will not reissue the RFP. Any page of a Proposal that Proposer asserts to contain confidential proprietary information such as trade secrets or proprietary financial information shall be clearly marked "CONFIDENTIAL PROPRIETARY INFORMATION" at the top of the page. Additionally, the specific portions of a page that are asserted to contain confidential proprietary information must be noted as such. However, note that ONLY pages or specific information that are/is legitimately confidential should be marked Confidential and Proprietary. CCH will return proposals that mark all pages Confidential or are copyrighted. All proposals submitted to CCH are the property of CCH.

Further, the Proposer is on notice that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law, including but not limited to the Illinois Freedom of Information Act [5 ILCS 140 et seq.]

#### 8.17. Awards

CCH may, at its discretion evaluate all responsive proposals. CCH reserves the right to make the award on an all or partial basis or split the award to multiple proposers based on the highest rated Proposer and best value to CCH meeting the specifications, terms and conditions in accordance with the evaluation criteria set for in this RFP. If a split award impacts the outcome of the project it must be so stated in the proposal.

## 8.18. CCH Rights

CCH reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the proposer, to accept any item in the offer. CCH also reserves the right to accept or reject all or part of your RFP, in any combination that is in the best interest of CCH.

## 8.19. Cancellation of RFP; Requests for New or Updated Information

CCH, in its sole discretion, may cancel the RFP at any time and may elect to reissue the RFP later. CCH may also issue an Addendum modifying the RFP and may request supplemental RFP or updated or new RFP.

#### 9. Definitions

**Abuse**" means (i) a manner of operation that results in excessive or unreasonable costs to the Federal or State health care programs, generally used in conjunction with Fraud; or (ii) the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish, generally used in conjugation with Neglect.

"Appeal" means a request for review of a decision made by proposer with respect to an Action, he is following definitions shall apply to this RFP:

"Addendum" or "Addenda" shall refer to a one or more documents posted to the website by which modifies this Request for Proposal or provides additional information.

**"Board"** or "Cook County Health" shall refer to the Board of Directors of the Cook County Health or Cook County Health and Hospitals System.

"Chief Procurement Officer" or "System SCM Director" shall mean the Chief Procurement Officer of Supply Chain Management who serves as chief procurement officer for the CCH.

"Contract" shall mean a properly executed Contract that has been negotiated between CCH and a proposer for some or all of the Deliverables described in this RFP.

"Contractor(s)" and "Selected Proposer" shall mean the individuals, businesses, or entities that have submitted a Proposal and have negotiated a Contract that has been properly executed on behalf of the Contractor and CCH.

"County" shall mean the County of Cook, Illinois, a body politic and corporate.

"Deliverables" shall refer to the items, supplies, equipment, or services that will be provided pursuant to any Contract entered into as a result of this RFP.

**"Fraud"** means knowing and willful deception, or a reckless disregard of the facts, with the intent to receive an unauthorized benefit.

"General Conditions" shall mean the terms and conditions posted to the website. "Proposal" shall mean the document(s) submitted by Proposer(s) in response to this RFP that constitute a Proposer's offer to enter into contract with CCH under terms consistent with this RFP, subject to the negotiation of a contract and approval by the Board.

"Proposer(s)" shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

"Request for Proposals" or "RFP" shall refer to this solicitation of proposals by CCH that may lead to the negotiation of a Contract

#### 10. List of Attachments

The following Attachments are included electronically to this RFP.

Proposer(s) may access the following attachments by 1) download and save this RFP file to a local drive and 2) open the RFP document using Adobe application, 3) expand the navigation pane (left of window) and click on the paper-clip icon.

1. Attachment A - MBE/WBE Utilization Plan

Respondent(s) may review a the MBE/WBE Special Conditions, file name CCH\_MWBE\_Utilization\_Forms.pdf. Respondent's

2. Attachment B - Economic and Disclosures Statement

Respondent(s) may review Economic and Disclosures Statement, file name CCH\_EDS\_Form.pdf. Respondent's

3. Attachment S – CCH Sample Services Agreement

Respondent(s) may review a representative Sample Services Agreement, file name CCH General Terms-Conditions.pdf. Respondent's response to the CCH General Terms-Conditions is required at the time of RFP submission.

### 11. Appendix A – RFP Receipt Acknowledgement Form

## **RFP Receipt Acknowledgement Form**

This acknowledgement of receipt should be signed by a representative of Supply Chain Management located at Stroger Hospital, 1969 W. Ogden Avenue, lower level (LL) Room 250A, Chicago IL, 60612.

The outside wrapping shall clearly indicate the RFP Number and Title, Proposer's Name, Proposers Address, and Point of Contact RFP. **Prefill the first two lines prior to submission**.

| Solicitation Number and      |     |     |
|------------------------------|-----|-----|
| Title:                       |     |     |
| Vendor Name:                 |     |     |
| Accepted By:                 |     | _   |
| Date:                        |     |     |
| Time (if time machine is not | A.M | P.M |
| available, hand write the    |     |     |
| time):                       |     |     |

RFP shall be submitted no later than the date and time indicated on the cover page of the RFP. <u>Late submittals will not be considered.</u> Proposers must cut this sheet in two. SCM will time-stamp top and bottom sections. SCM will keep one section and the proposer will keep the other section.

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| Solicitation Number and      |     |     |
|------------------------------|-----|-----|
| Title:                       |     |     |
| Vendor Name:                 |     | _   |
| Accepted By:                 |     | _   |
| Date:                        |     | _   |
| Time (if time machine is not | A.M | P.M |
| available, hand write the    |     |     |
| time):                       |     |     |

RFP shall be submitted no later than the date and time indicated on the cover page of the RFP. <u>Late submittals will not be considered.</u>

Proposers must cut this sheet in two. SCM will time-stamp top and bottom sections. SCM will keep one section and the proposer will keep the other

# 12. Appendix B – Encounter Data

| Name of           |                   |  |
|-------------------|-------------------|--|
| Report/Submission | Frequency         | Report Description and Requirements  |
|                   |                   | Administrative   |
| Encounter Data    | At least monthly. | Submission. Contractor shall submit on behalf of CountyCare, Encounter Data to the Department as provided herein. This shall include all Covered Services provided by Contractor and received by an Enrollee. The report must provide the Department with HIPAA Compliant transactions, including the NCPDP, 837D File, 837I File and 837P File, prepared with claims level detail, as required herein, for all Covered Services received by a County Care Member and paid by or on behalf of CCH during a given month. Contractor, on behalf of CCH, shall submit administrative denials in the format and medium designated by the Department.  Contractor, on behalf of CCH, shall submit Encounter Data such that it is accepted by the Department within one hundred twenty (120) days after CCH's payment or final rejection of the claim. Contractor shall achieve an acceptance rate of ninety-five percent (95%) or the rate required by the Department, whichever is greater. Any claims processed by Contractor, on behalf of CCH, for Covered Services provided subsequent to submission of an Encounter Data file shall be reported on the next Encounter Data file.  Testing. Upon receipt of each submitted Encounter Data file, the Department shall perform two distinct levels of review:  The first level of review and edits performed by the Department shall check the data file format. These edits shall include, but are not limited to the following: check the data file for completeness of records; correct sort order of records; proper field length and composition; and correct file length. To be accepted by the Department, the format of the file must be correct.  Once the format is correct, the Department shall then perform the second level of review. This second review shall be for standard claims processing edits. These edits shall include, but are not limited to, the following: correct Affiliated Transportation Provider numbers; valid Enrollee numbers; valid procedure and diagnosis codes; and cross checks to assure Provider and Enrollee numbers match their n |

| Name of Report/Submission | Frequency | Report Description and Requirements  |
|---------------------------|-----------|--|
|                           |           | Production. Once CCH's testing of data specified above is completed, CCH will be certified for production. Once certified for production, Contractor, on behalf of CCH, shall continue to submit Encounter Date in accordance with these requirements. The Department will continue to review the Encounter Data for correct format and quality. Contractor, on behalf of CCH, shall submit as many files as necessary, in a time frame agreed upon by the Department and CCH, to ensure all Encounter Data is current and accepted.  Records that fail the edits described above will be returned to Contractor, on behalf of CCH, for correction. Corrected Encounter Data must be promptly returned to the Department for re-processing.  Electronic Data Certification. In a format determined by the Department, Contractor, on behalf of CCH, shall certify by the 5 <sup>th</sup> day of each month that all electronic data submitted during the previous calendar month is accurate, complete and true. Certification format and timeframe are subject to change based on the Department and CCH. |