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**COOK COUNTY HEALTH (CCH)**

**REQUEST FOR PROPOSAL (RFP) #H22-0029**

**TITLE:** Non-Emergency Medical Transportation

**GENERAL DESCRIPTION:** Provision of Non-Emergency Medical Transportation vehicles and related services.

**DATE ISSUED:** April 6, 2022

**VENDOR QUESTIONS DUE DATE:** April 20, 2022 by 3 pm (CST)

**RESPONSE/PROPOSAL DUE DATE:** May 2, 2022 by 3 pm (CST)

Responses to this proposal shall be delivered after 8:00 AM (CST) but no later than 3:00 PM (CST) to:  
Cook County Health  
C/O John H. Stroger Jr., Hospital of Cook County  
1969 West Ogden Ave., lower level Room # 250A  
Chicago, IL 60612  
Attention: Supply Chain Management Department

***Please note that it takes approximately 20 minutes to pass security and walk to room 250A. Delivery of proposals must include the **Proposal Acknowledgement Form** included at the end of this document.***

**PREPROPOSAL CONFERENCE:**

Date and Time: April 19, 2022 at 2:00pm

Location: WebEx Meeting Link (TBD)

The Pre-Proposal Conference will be conducted via a WebEx meeting. All Attendees MUST register in advance of the scheduled, Pre-Proposal Conference to participate. Same day registration is not allowed. Interested Attendees must email [purchasing@cookcountyhhs.org](mailto:purchasing@cookcountyhhs.org) by 2 p.m. on 04/18/2022. Email Subject: Pre-Proposal Conference for RFQ H22-0029: Non-Emergency Medical Transportation. **Registered Attendees will receive email confirmation with directions and WebEx meeting information**

All questions regarding this RFQ should be directed to [purchasing@cookcountyhhs.org](mailto:purchasing@cookcountyhhs.org) where the subject of the email should reference the RFQ # and Title. The RFQ and related Addenda will be posted on the <https://cookcountyhealth.org/> website under the "Doing Business with CCH" tab.

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## 1. Background

Cook County Health (“CCH” or “System”) is a unit within Cook County government. CCH provides a full continuum of health care services through its seven operating entities, referred to as System Affiliates. System Affiliates provide a broad range of services from specialty and primary care to emergency, acute, outpatient, rehabilitation and preventative care. CCH services are offered without regard to a patient’s economic status or ability to pay.

The System operates John H. Stroger, Jr. Hospital of Cook County, which is a tertiary, acute care hospital and Provident Hospital of Cook County, a community acute care hospital. The System also operates: 1. the Ambulatory and Community Health Network, a system of Thirteen (13) clinics offering primary care and specialty services in medically underserved areas and schools; 2. the Cook County Department of Public Health, the certified local public health department for most parts of suburban Cook County, which provides limited clinical services, as well as communicable disease control, environmental health and prevention and education services; 3. Cermak Health Services of Cook County, a health facility operated within the confines of the Cook County Department of Corrections which provides health screening, primary and specialty care for detainees; 4. Ruth M. Rothstein Core Center, a comprehensive care center for HIV and other infectious diseases; and 5. Blue Island Health Center of Cook County. The System also operates CountyCare, a Medicaid health plan for low-income adults established under the Affordable Care Act. CountyCare provides Medicaid coverage and services to children, seniors, and persons with disabilities.

***Please see Appendix A for additional information about Patient volume for CCH sites and Appendix B for a list of CCH facilities and addresses, Appendix H for a map showing where CCH Patients live.***

### 1.1 About CountyCare

CountyCare was launched in 2013 as a demonstration project via an 1115 Waiver from the Centers for Medicaid and Medicare to the State of Illinois Medicaid agency to early enroll low-income adults (ACA Adults) in Cook County into a Medicaid managed care plan. In 2014, CountyCare transitioned from a Waiver program to a Medicaid Managed Care plan under the State’s County Managed Care Community Network (County MCCN Contract). This transition allowed CountyCare to include additional populations such as Family Health Plan (FHP), and seniors and Persons with Disabilities (SPD) coverage. CountyCare has provided access to physician, diagnostic, therapeutic and hospital services previously unavailable to this population.

The CountyCare network spans Cook County and includes all CCH facilities, every FQHC in Cook County, and approximately 30 hospitals. In addition, CountyCare contracts through specialty vendors for pharmacy, dental, and optical services.

A key part of CountyCare is the Behavioral Health Consortium, a network of six community-based behavioral health providers. Please see Appendix D for a list of Behavioral Health Collaborative provider locations.

For CountyCare, innovation remains a theme in its development and growth. With a consistent focus on innovation to improve care and service delivery. Examples include:

- Real time, on-line notification system to Patient Centered Medical Homes (PCMH) regarding ED and inpatient discharges from select facilities.
- Launched high-risk care coordination for children with special needs (CSNs)
- Integrated care coordination into the provider practice
- Entered into a capitation agreement with a local community mental health center to provide increased access for Medicaid approved services to Enrollees
- Provided application assistance and linkage services to justice-involved Enrollees

The accomplishment of these and future innovations require an infrastructure that is nimble and supportive of creative approaches, while ensuring compliance with contractual requirements, state and federal regulations and accreditation requirements. CountyCare will demonstrate its commitment to provider led health care by:

- Providing clinical support and care coordination close to the provision of care by front line clinical teams wherever feasible
- Support and empower Plan Enrollees by offering consumer-friendly interfaces and self-management support.

**Please see APPENDIX E for a list of CountyCare Covered Services and Appendix H for a map showing where CountyCare Enrollees live.**

## 2. Purpose

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

## 3. Business Goals and Objectives

CCH intends to award one three (3) year contract with two (2) one-year extension options.

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

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

## 4. Schedule

CCH anticipates the following schedule.

Activity	Estimated Date
RFP posted to the website	April 6, 2022
Pre-Proposal conference	April 19, 2022
Vendor Questions Due Date	April 20, 2022 by 3 pm
CCH response to Vendor Questions – Tentative	April 22, 2022
Proposal Due Date	May 2, 2022 by 3 pm
Presentations/Site Visits - Tentative	May 16, 2022
Decision Notifications – Tentative	May 18, 2022

## 5. Scope of Work

The Proposer must provide detail narrative describing how it will comply with all requirements in this section, including monitoring strategies, staffing plans, policies and procedures, reporting practices and other operating strategies to demonstrate its ability to perform all parts of the SOW. The response to this section of the RFP shall be inserted in Section 7.2 of this document.

## 5.1 Scope Overview

The Selected Proposer will be required to provide NEMT services with direct collaboration and coordination by CCH Transportation Unit. In addition, it is the intent of CCH, through arrangement with the Selected Proposer, to enroll as a Non-Emergency Medical Transportation provider in the Illinois Medicaid program with the Illinois Department of Healthcare and Family Services and to enroll as a Non-Emergency Medical Transportation provider in the networks of CountyCare and, eventually, all other Medicaid health plans operating in Cook County.

The Selected Proposer shall supply appropriate vehicles, trained drivers and if necessary, Attendants to CCH in order to provide NEMT services 24 hours a day and 7 days a week to Riders.

CCH provides NEMT services to any patient at a CCH Facility.

The Selected Proposer should expect CCH's Transportation Unit to receive and schedule ride requests for the fleet. CCH Transportation Unit staff will relay scheduled ride information to the Selected Proposer electronically, some with prior notice and others for immediate response, with no notice, such as rides for individuals being discharged from the hospital or Emergency Department. CCH Transportation Unit staff will also monitor fleet performance and assure Medicaid compliance by the fleet, however, the Select Proposer will be expected to collect the performance data/information and be able to submit this information upon request.

## 5.2 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. Microsoft (MS) Project plans are acceptable as attachments but this section requires an easy to read format (do not insert long "black lines" for the last pages of MS project plans). 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.**

## 5.3 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:

- a. Proposed transition resources including their specific knowledge, capacity and role during the transition;
  - i. All resources must be identified as "direct" or "subcontracted" staff.
- b. 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;
- c. Proposed approach to confirm CCH NEMT needs and identify/validate fleet and network adequacy indicators, including approach to right-size the fleet to meet current and future patient volumes;
- d. Information needed to complete a NEMT services plan;
- e. 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;
- f. Procedure/steps required to swiftly pin-point fleet inefficiencies and inadequacies, develop a solution roadmap, and close gaps;

- i. The Proposer must acknowledge that when material gaps<sup>1</sup> 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.
  - ii. If analysis indicates that the fleet has more capacity than needed, the Proposer must state its agreement that it will, with prior approval from CCH, remove vehicle shifts from the fleet or reduce the hours in a shift and adjust billing to CCH accordingly. If specific steps are required to achieve this objective, please clarify.
  - iii. The Proposer will be required and thus shall describe its ability, on an ongoing basis, to review data with CCH to determine appropriate fleet changes necessary to meet CCH and Rider 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.
- g. Capabilities to augment the current operation in order to meet the SOW requirements stated in this RFP
  - h. 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;
  - i. 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;
  - j. 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.

#### 5.4 Staff Requirements and Qualifications

As stated in previous Sections, CCH is further developing its Transportation Unit and will work closely with the Selected Proposer to schedule timely delivery of NEMT services.

- a. The Proposer must describe the proposed staffing model including but not limited to number of support staff, drivers, Attendants and state if “direct” employees or “subcontractors.” It must provide all the proposed key personnel that will work on the resulting contract, in table format, with the following information:
  - a. Name, if known;
  - b. Title;
  - c. Role/Areas of responsibility
  - d. Number of months and years with the Proposer and description of experience with Proposer
  - e. Description of relevant experience with other organizations, and/ or skills and qualifications required to fulfill each role.
- b. The Proposer should describe its processes for assuring that staff are qualified to perform duties in a NEMT Contract, including the assessment method to ensure staff’s ability to serve Riders in a safe and courteous manner, verification process to ensure driver/Attendant credentials, required background checks, and validation steps to ensure that potential employees are allowed to work in the Medicaid, Medicare or other programs.
- c. The Proposer must describe driver, Attendant, and other employee training and on-boarding programs, and provide copies of training materials previously used, if any. This description should clarify any additional vehicle, driver, or Attendant safety steps or training required to meet minimum regulatory requirements. The proposer must also include a description of its customer service training for drivers and Attendants.

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<sup>1</sup> CCH will work with the Selected Proposer to define “material gaps” but as of this time, it generally constitutes gaps impacting patient safety, and quality service levels.

- d. The Proposer must describe the approach and frequency to track and monitor staff performance and provide sample performance evaluation forms.

Proposers must acknowledge acceptance and where necessary succinctly describe its ability to meet each of the following personnel requirements:

Requirement	Proposer's Response
a. All Selected Proposer drivers shall be appropriately licensed to drive assigned vehicles, properly enrolled with HFS as required, and have completed all required training.	
b. 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 Transportation Services;	
c. The Selected Proposer will annually verify that all drivers' licenses are in good standing;	
d. CCH reserves the right to instruct the Selected Proposer to cease assigning as a driver or Attendant 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 disruption to the transportation of Riders.	
e. Driver Identification, Apparel - The Selected Proposer shall comply with CCH policy regarding on-person photo identification and apparel for drivers and Attendants.	
f. 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 to any driver and the outcome thereof.	
g. Boarding Assistance - Transportation Drivers (and Attendants if applicable) shall reasonably assist the Rider in boarding the vehicle at its origin location and in deboarding at the destination.	
h. Rider Belongings - If a Rider is being transported after being discharged from a Provider Facility, the Selected Proposer may be asked, and thus shall be responsible, to make arrangements to also transport the Rider's scooter, wheelchair, or other belongings with the Enrollee.	
i. 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 be set by CCH.	

Requirement	Proposer's Response
<p>j. Ride Reporting -Drivers shall complete ride tickets and provide to CCH complete, timely, and accurate detailed data for each ride provided. Proposer may provide sample rides-report(s).</p>	
<p>k. Vehicle Transfers Prohibited - Transportation drivers and Attendants shall never transfer Riders from one vehicle to another vehicle except in the case of mechanical breakdown, accident, or similar emergency. No later than 24 hours following a transfer due to mechanical breakdown, accident, or similar emergency, the Selected Proposer shall file a complete report of the incident with CCH. The Selected Proposer shall also report Vehicle Transfers Trends in its Periodic (weekly or monthly) Report.</p>	
<p>l. Attendants - For rides with an Attendant (if medical necessity as determined, and with prior approval by CCH) the Proposer shall acknowledge its responsibility to ensure that an Attendant meets the requirements defined in the Handbook for Providers of Transportation Services, Chapter T-210.6</p>	
<p>m. Competent and Courteous Staff. The Selected Proposer must acknowledge that if awarded it shall assure that services provided under this Contract, by its staff and subcontractors', drivers, Attendants, and other staff will meet competency requirements including but not limited to, provision of courteous and highest quality customer service.</p>	
<p>n. Cultural Competence - The Proposer must acknowledge that if awarded it shall implement a plan and/or work with CCH to develop a plan with respect to the Selected Proposer's staff to ensure NEMT services are provided in a culturally competent manner ("Cultural Competence Plan"). The Cultural Competence Plan shall address the challenges of meeting the needs of Riders. the Selected Proposer shall require such staff, including drivers, Attendants, and other personnel, to complete linguistic and cultural competency 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 culturally competency-training materials or training sessions supplied by CCH.</p>	
<p>o. Staff - the Selected Proposer shall proactively attempt, in accordance with the MCCN and within the conditions imposed by any court order or consent decree, to hire staff who reflect the diversity of Enrollee demographics. The Selected Proposer shall require all staff, including employees and contract personnel, to complete linguistic and cultural competency training</p>	

Requirement	Proposer's Response
upon hire, and no less frequently than annually thereafter.	
p. Subcontractors - the Proposer may, with prior approval by the Director of Supply Chain Management, partner with Subcontractors to perform Contract duties. The Selected Proposer shall require that Subcontractors and their respective employees, personnel, agents, and Subcontractors comply with the Cultural Competence Plan and complete the initial and annual cultural competence training. The Selected Proposer will provide oversight to ensure compliance with contractual and statutory requirements, including, but not limited to, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act.	
q. Nondiscrimination -the Selected 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. The Selected Proposer shall comply with Section 1557 of the Patient Protection and Affordable Care Act (PPACA) and the Final Rule 81 FR 31375 - Nondiscrimination in Health Programs and Activities (issued on May 18, 2016) and shall ensure that all its staff is trained accordingly.	
r. Rider No Shows - the Selected Proposer shall work with CCH, to identify Riders who frequently cancel or miss scheduled rides and to implement strategies to reduce rides cancelled or missed by Riders.	

### 5.5 Vehicle Qualifications

The Proposer must acknowledge that if selected it shall ensure that all vehicles in its fleet meet the following requirements:

Requirement	Proposer's Response
a. Each vehicle shall be medical carriers as defined in the Illinois Vehicle Code (625 ILCS 5/1-142.1) or regular passenger vehicles.	
b. Each vehicle shall meet all applicable federal, state, and local laws and regulations regarding design, safety, and equipment standards.	
c. 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 CCH upon request.	
d. 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	

Requirement	Proposer's Response
such inspection shall be provided to CCH upon request.	
e. Each vehicle shall be equipped with reliable and accurate GPS tracking devices that allow for the location of the vehicle at all times. The Selected Proposer shall have the ability to review historical GPS data to review ride 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 ride and billing data from drivers and Attendants.	
f. Each vehicle shall be radio or cellular phone equipped sufficient to permit reliable communication with the Selected Proposer's dispatch office.	
g. Each vehicle shall be of the Vehicle Type appropriate for the needs of the person being transported. CCH reserves the right to designate the Vehicle Type that shall be used or not used to transport a particular Rider.	
h. Each Medi-Car shall have sufficient interior space for Riders who are in wheelchairs with elevated leg rests.	
i. Each vehicle shall be and remain in excellent operating condition, including, but not limited to, clean exteriors and interiors. CCH reserves the sole 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, inside or out, shall be removed from service until they are repaired or replaced.	

## 5.6 Fleet Maintenance

The Proposer must describe its ability to provide appropriate vehicles classified under HFS regulations as Service Cars, Medi-Cars, and Non-Emergency Ambulances (as defined in the Handbook for Providers of Transportation Services, Chapter T-200, Policy and Procedure for Transportation Services). Service Cars may be of varying types and capacities designed to provide the most cost-effective transportation to Riders.

In addition, the Proposer must describe its process for vehicle maintenance and safety inspections and provide a sample completed three-month vehicle inspection and repairs tracking sheet.

Proposers must acknowledge and where necessary succinctly describe its ability to meet each of the following requirements:

Requirements	Proposer's response
a. The Selected Proposer shall be the owner or lessor of the vehicles;	
b. The Selected Proposer shall be responsible for garaging all vehicles, and for providing staging areas throughout the County as needed to meet the requirements of this Contract;	
c. The Selected Proposer shall be responsible for fuel and maintenance of vehicles. <b><i>Proposer must state the industry standard used to provide scheduled</i></b>	

<b><i>maintenance and submit sample maintenance schedules;</i></b>	
d. The Selected Proposer shall be responsible for licensing of all vehicles, compensation to drivers and Attendants (if applicable), signs, insurance, permits, municipal stickers, tolls, taxes, charges, penalties, and all other operating costs.	

### 5.7 Medicaid Provider Enrollment

CCH in collaboration with the Selected Proposer will develop a project plan within 60 days from contract award, defining roles and responsibilities for completion of enrollment as an NEMT provider.

- a. The Selected Proposer will be responsible, and thus shall provide a succinct description of its ability, to complete all required HFS Medicaid provider enrollment processes for all personnel and vehicles, as defined in T-201.1 of the Handbook for Transportation Services, and facilitate all necessary on-site visits by the HFS Office of the Inspector General and any other federal, state, or municipal authorities.
- b. The Proposer shall succinctly describe its ability to ensure that all personnel complete initial and recurring training required by HFS or by CCH for employees with direct Patient contact, or by CountyCare for providers, this will include health, safety and welfare training and cultural competency training that includes competency with individuals with disabilities.
- c. The Proposer shall acknowledge, that if awarded, it shall provide on an annual basis and as personnel change, proof of licensing, training, and Medicaid enrollment for all personnel for whom such licensing, training or enrollment is required.
- d. The Proposer shall describe potential or expected barriers or challenges to complete the Medicaid Provider Enrollment process.

### 5.8 Quality Assurance Plan Requirements

CCH 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 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.

The Proposer must acknowledge and agree that if awarded, CCH may take steps to maintain oversight of the Selected Proposer’s performance, including, but not limited to the following:

- a. Designating a CCH employee to ride in any of the transportation vehicles at any time;
- b. Undertaking unannounced site-visits to the Selected Proposer operations locations;
- c. Requiring the Selected Proposer to attend regular meetings with CCH employees.

### 5.9 Standard Operating Procedures

The Proposer shall establish and maintain standard operating (including, but not limited to, administrative, management, compliance, operational, etc.) policies, plans, systems, reports, manuals, guidelines, directives, instructions, and procedures (“SOPs”) for the performance of the awarded Contract (NEMT) Services or for the fulfillment of any duties or responsibilities imposed upon the Selected Proposer under the resulting Contract, including without limitation any duty or responsibility imposed by law, by CCH, the Department or the State or by the County MCCN Contract. The Proposer must acknowledge its ability to meet this requirement.

## 5.10 Dispatching

CCH Transportation Unit will take all requests for fleet rides. For rides requested prior to a CCH set deadline the day before, CCH Transportation Unit staff will schedule each ride and will provide scheduled routes to the Selected Proposer. The Selected Proposer will assign vehicles, drivers, and when needed, Attendants, to each route and report these assignments to CCH Transportation Unit. For immediate and same day ride requests, CCH Transportation Unit will contact the Selected Proposer as each request is received.

CCH ride requests will be immediate, same day, and with prior notice. CCH will require vehicles closer to pickup location at the end of each day and may require cars-only for the evening and night shifts. The night shift would have to be engineered to ensure that either drivers are promptly available on call or are in a car lot waiting for calls.

- a. The Proposer must state its understanding and commitment to this approach, or otherwise indicate conflicts with its current or industry practices.
- b. The Proposer shall describe its procedures and tools (e.g. software) for assigning appropriate vehicles, drivers, and when needed, Attendants, to each Ride request, including expected response times from initial assignment to pickup and drop-off.
  - i. The Proposer shall describe its ability to receive Ride requests from CCH Transportation Unit Staff electronically and by phone and state advance notice requirements.
- c. The Proposer must describe its tracking and monitoring approach to ensure rides are completed as scheduled, identify delays and cancellations, and make adjustments to assure fewer delays and cancellations.
- d. The Proposer may include screenshots of proposed software, or communication tools, in the attachments section of its response.
- e. If existing or new technologies are proposed to fulfill the scope of services in this RFP, the Proposer must describe said technologies, electronic data exchange expectations and/or requirements, if any, and clarify how CCH would access data from said technologies.

## 5.11 Notification of Delays

The Selected Proposer shall notify CCH Transportation Unit and Rider that requested NEMT services of any conditions, which may result in delays to Riders' scheduled rides (i.e., accident, mechanical breakdown, etc.). In the event of delays or cancellations due to inclement weather or other similar situations, the Selected Proposer shall be responsible for communicating with Enrollees and with receiving or sending Covered Services Providers in the event of delays or cancellation due to inclement weather. Proposer must describe the steps required to ensure prompt and effective communication in the event of delays and/or cancellations.

## 5.12 Accident Procedures

Immediately, or as soon as practicable following an accident involving a CCH fleet 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. If the Rider refuses medical attention, the driver or Attendant 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 CCH fleet vehicle that results in either bodily injury or property damage to anyone, a complete report of the accident shall be filed with CCH along with the appropriate police report. No later than 3 weeks after the accident, the Selected Proposer shall submit a complete investigation report including the findings from the Selected Proposer's investigation into the accident, results of drug/alcohol screens, and corrective action resulting from the investigation. The Proposer must acknowledge its ability to meet this requirement and should describe its proposed accident protocol including documentation and process for reporting accidents to the proper authorities and to CCH.

### 5.13 Satisfaction Surveys

The Proposer shall acknowledge that it will cooperate with CCH and CountyCare in completion of Rider satisfaction surveys. The Selected Proposer shall work with CCH to define the survey questions and approach to solicit and capture responses. Proposer may submit sample Rider satisfaction surveys.

### 5.14 Corporate Compliance

Proposers must acknowledge acceptance and ability to meet each of the following requirements:

Requirement	Proposer's Response
<p>a. The Selected Proposer agrees to and shall cause its employees, personnel, agents and Subcontractors and their respective employees, personnel, agents and Subcontractors to comply with all governing laws; and provide Services in a manner consistent with the requirements outlined in the County MCCN Contract, the CountyCare Compliance Program, and CCH Corporate Compliance Program, and CCH Standards of Conduct/Code of Ethics.</p>	
<p>b. Accordingly, the Selected Proposer shall adopt, and shall cause its Subcontractors, if applicable, and their respective Subcontractors to adopt CCH compliance program pursuant to 42 CFR § 438.608 ("Program Integrity Requirements"). Proposers may also submit their existing Compliance Plans for review by CCH.</p>	
<p>c. The Selected Proposer shall also require all staff, including drivers, Attendants, other personnel, and Subcontractors to complete compliance/Code of Ethics training upon hire, and no less frequently than annually thereafter. CCH reserves the right to require the Selected Proposer to use compliance training materials or training sessions supplied by CCH.</p>	
<p>d. Ultimate oversight of this compliance program ("CCH's Compliance Program") rests with CCH Corporate Compliance.</p>	
<p>e. CCH Corporate Compliance may conduct oversight activity as necessary, which may include, but is not limited to, a review of periodic written reports provided by the Selected Proposer, meetings with appropriate Selected Proposer representatives and on-site audits and assessments of the Selected Proposer.</p>	
<p>f. The Selected Proposer shall fully cooperate, participate, and comply with CCH during such monitoring, auditing and oversight activities. All audits or assessments will be performed in a manner consistent with the requirements of all applicable laws and the County MCCN Contract.</p>	
<p>g. Where requested, the Selected Proposer shall promptly provide CCH with relevant and material</p>	

Requirement	Proposer's Response
results of its own auditing activities in the form mutually agreed by the Parties.	

### 5.15 Fraud Waste and Abuse Procedures

The Proposer must acknowledge its affirmative duty to timely report any suspected or actual fraud, waste, abuse, or financial misconduct in the HFS Medical Program by Enrollees, Providers, the Selected Proposer's employees, personnel, agents and Subcontractors and their respective employees, personnel, agents and Subcontractors to CCH Corporate Compliance. The Proposer shall confirm that it will abide by and cooperate with CCH fraud and abuse program, consistent with State and federal law. The Proposer shall confirm that it will require staff, including drivers, Attendants, and other personnel, and Subcontractors to complete fraud, waste and abuse training upon hire, and no less frequently than annually thereafter. CCH reserves the right to require the Selected Proposer to use fraud, waste and abuse training materials or training sessions supplied by CCH. The Proposer must describe any existing tools or methods to meet these requirements.

### 5.16 Grievance Process

The Proposer shall acknowledge its acceptance and understanding of the following Grievance Process.

- a. Any Grievance related to fleet services, whether or not first reported to fleet staff, will be referred to CCH Transportation Unit staff.
- b. CCH Transportation Unit staff will notify CountyCare or other payors as necessary. To the degree requested by CCH, the Selected Proposer shall cooperate and cause its Subcontractors and their Subcontractors, if applicable, to comply with CCH Grievance Resolution process.
- c. The Selected Proposer shall communicate in writing to employees, personnel, agents and Subcontractors, and cause such Subcontractors to communicate in writing to their respective employees, personnel, agents and Subcontractors, if applicable, their responsibilities related to participation/cooperation in the Grievance System, including to whom Grievances shall be referred and how to assist CCH in promptly resolving Grievances.

### 5.17 Incident Response and Crisis Management Procedure

The Selected Proposers will be expected to work with CCH to develop the Procedure and appropriate training plan with respect to Incident Response and Crisis Management. The Proposer must acknowledge acceptance that it will collaborate with CCH to develop said procedure and independently impart training to its staff on an ongoing basis. This training will at minimum;

- a. Provide a definition of an "Incident" and "Crisis" and corresponding procedure to address each;
- b. Steps to active the Incident Response and Crisis Management Procedure;
- c. Toll-free numbers;
- d. Help desk process;
- e. Event classification;
- f. Expected resolution times;
- g. Communication/feedback timing and format to/from CCH Transportation Unit;
- h. Escalation list including the names, email addresses and phone numbers of individuals at the highest levels of the organization.

### 5.18 Issue Resolution

The Selected Proposers will be expected to work with CCH to develop the Issue Resolution Procedure and appropriate training plan. The Proposer must acknowledge acceptance that it will collaborate with CCH to develop and implement said procedure and independently monitor Issue Resolution on an ongoing basis. The Proposer may describe its tools for tracking requests or inquiries from CCH, and other issues related to performance of NEMT duties. The proposer may provide sample documents or screenshots of tools currently used to track issues from inception to resolution. If the Proposer proposes the use of software to track issues, it should describe how

CCH staff will have access to all parts of this issue tracking tools or software. Proposer shall confirm that it will at minimum track the following;

- a. The date the issue was received by the Selected Proposer,
- b. Date issue was communicated to/from CCH;
- c. Description of issue;
- d. Resolution description;
- e. Issue priority levels;
- f. Acknowledgement (of receipt) time objective based on priority levels;
- g. Response time objective based on priority levels;
- h. Resolution time objective based on priority levels.

The Proposer must confirm that it will review the issue tracking format and contents with CCH, and make the necessary adjustments to the tracker as needed and to better meet the NEMT tracking needs of CCH.

### 5.19 Principal Contact

The Proposer shall identify a principal contact person, and a backup contact person, who shall act as a liaison between the Parties. The backup shall be sufficiently trained and have sufficient access to provide all information and respond to all inquiries that the principal contact person would. Contact information shall include full name, email, phone, cell phone.

### 5.20 Fees to Riders Prohibited

The Proposer must acknowledge that it shall not seek to obtain payment through fees, charges or copayments from or to any Rider for Covered Services except as permitted by CCH.

### 5.21 CCH Data

The Proposer must describe any files currently receive from governmental organizations or clients and the nature of those files. Proposer must also describe their ability to provide CCH with read access to systems that would support Contract activities. In addition, if existing data exchanges are currently use or have been developed for other clients, the Proposer must provide a description of said data exchanges including batch, real-time, flat file, data fields exchanged, security protocols and other pertinent information.

For each of the following statements, Proposers must acknowledge, accept and/or provide additional information.

<b>ID</b>	<b>CCH Statement/Questions</b>	<b>Proposer's Response</b>
a.	Data ownership - If awarded, all CCH Data shall be the exclusive property of CCH. The selected Proposer will treat CCH Data as Confidential Information.	
b.	Proposer's deliverables are considered "works made for hire" or otherwise assigned to or owned by CCH. Specifically, the Proposer must address intellectual property ownership individually with respect to each of the following: <ul style="list-style-type: none"> <li>a. Commercial-off-the-shelf software or software components;</li> <li>b. Software customizations;</li> <li>c. Database schemas;</li> <li>d. Workflows;</li> <li>e. Project plans;</li> <li>f. Documentation;</li> <li>g. Training materials;</li> </ul>	

<b>ID</b>	<b>CCH Statement/Questions</b>	<b>Proposer's Response</b>
	h. Other Deliverables.	
c.	Does the Proposer intend to impose upon CCH any additional terms and conditions, such as end user license agreements, acceptable use policies, terms of service, product use agreements, etc.? If the response is affirmative, <b><u>provide a URL or copy</u></b> of the additional terms and conditions in the appendix.	
d.	Do any additional terms limit the Proposer's liabilities or CCH's remedies?	
e.	At all times, CCH shall be able to receive County data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from used systems in a useable, encrypted format.	
f.	Upon termination of the contract and at CCH's written request, the Proposer shall destroy CCH Data, including backups and copies thereof, according to NIST standards or as otherwise directed by the County.	

## 5.22 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 indicating that the Proposer is, to CCH's 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 include a desk review and on-site visits to the Selected Proposer's locations. The Selected Proposer will be required to provide during this assessment documents such as the following.

- 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. Fleet 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.

## 5.23 Contract Performance Reviews

### 5.23.1 Quarterly Business Reviews

The selected Proposer will be required to meet with the identified business users and Supply Chain Management on a quarterly basis to review the requirements listed below. Proposers must provide sample reports to demonstrate capacity and ability to capture these metrics and describe a method to establish the baseline data to measure performance. Proposers must at minimum describe the approach to track, monitor and report:

- a. Overall status of the operation;
- b. Status of contract goals and objectives;
- c. Status of compliance with contract requirements and applicable regulations;
- d. Customer Satisfaction Metrics;
- e. Service delivery charges and invoicing status;
- f. Rider Satisfaction Surveys;
- g. Performance Credits for failure to meet contract expectations;
- h. Other reporting metrics as appropriate and recommended.

Note that the Selected Proposer will be required to work with stakeholder to define a reporting format and content to best meet the needs of CCH prior to the submission of the first report.

### 5.23.2 Periodic Business Reporting to CCH

The Selected Proposer shall ensure that any data included in regular business reports are accurate and complete by at minimum (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. Such reports and information shall be submitted with contents, in a format, medium and frequency approved by CCH. The Selected Proposer shall submit all reports to CCH or its designee within seven (7) days in the case of weekly reports, and thirty (30) days in the case of all other reports, from the last day of the reporting period.

CCH shall advise the Selected Proposer 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. At a minimum reports will include detailed and summary information/data sets regarding:

- a. Transportation rides requested, provided, provided timely, late rides by reason, cancelled rides by reason. This will include data on vehicle, driver, and Attendant assigned to each ride, as appropriate;
- b. Monthly report on performance and compliance with the QAP and all contractual duties to CCH.
- c. Evidence of safety inspections at regular intervals.
- d. Performance data on daily rides per vehicle, driver, and Attendant;
- e. Status of identified material gaps and actions taken to close gaps;
- f. Fleet shift schedule and proposed changes (for CCH approval);
- g. Joint Operating Committee (JOC) and quarterly Delegated Vendor Oversight (DVO) reports (as needed);
- h. Other topics as requested by CCH and as agreed during the life of the contract.

### 5.23.3 Invoicing Requirements

The Proposer must acknowledge, that if awarded, it will submit, at minimum, monthly invoices to CCH in the format required by CCH. Each invoice shall include, at a minimum, a detailed reporting of rides provided; Riders served; vehicle, driver, and Attendant hours each day providing rides to Riders; and other data. Invoices are to be submitted monthly within 10 business days of the end of the month being billed. CCH will pay fleet based on this

invoice and will transmit ride data to CountyCare as encounter claims. The Selected Proposer must work with CCH to develop the Invoice format that best meets these requirements. CCH shall approve the invoice format prior to first invoice submission by the Selected Propose.

In addition to the invoice, CCH also requires the following information:

- a. Service Period
- b. Invoice #
- c. DATE OF SERVICE
- d. TRIP ID
- e. TRANSPORTATION PROVIDER
- f. NUMBER OF SINGLE TRIPS
- g. AMOUNT
- h. PICK-UP ADDRESS
- i. DESTINATION ADDRESS

#### 5.23.4 Credits for Failure to Meet Contract Performance Expectations

In addition to the metrics provided below, Proposers should describe all other expected contract performance metrics and describe its proposed credits for failure to meet each contract performance metric. In addition, the Proposer must describe the approach **to validate and issue said credits** if and when a failure is identified.

Metric	Proposer's Proposed Credit
a. Actual pick-up times for 95% of rides to Covered Services Providers each day should be within 10 minutes of times scheduled with the Rider and 95% drop off times at providers shall be no later than appointment time.	
b. Actual pick-up times for rides leaving Covered Services Providers shall be no later than 15 minutes after scheduled time for 80% of rides.	
c. Grievances about rides each day shall total no more than 2% of all rides provided by the fleet that day	
d. Grievance Resolutions shall be fully resolved with all driver, Attendant, and Rider communications completed, as required and described in the <b>County MCCN Contract</b> .	
e. Each day the number of rides cancelled or missed for reasons other than Rider cancellation or Rider no-show, shall be no more than 2% of all rides provided for the day. Cancelled or Missed rides include rides that cannot be scheduled due to the unavailability of a vehicle to schedule a ride, the failure of the scheduled vehicle to make the ride or the ride being delayed, with "delayed" as defined by CCH and rides include those cancelled by the Selected	

Metric	Proposer's Proposed Credit
Proposer on the day of the scheduled ride.	
f. Rider/customer satisfaction scores should be at 90% to 95%	

## 5.24 Other Requirements

### 5.24.1 Other Medicaid Health Plans

CCH may direct the Selected Proposer to cooperate with activities related to providing NEMT services within the provider networks of the other Illinois Medicaid health plans with whom Proposer or CCH may contract. The Proposer must indicate willingness to increase business to cover these services.

## 6. Required Proposal Content

This RFP provides potential Proposers with sufficient information to enable them 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 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 a trade secret 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.**

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 Statutes.

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.

### 6.1 Executive Summary/Cover Letter

**Please limit this section to three pages or less, including:**

- a. Brief description of the proposer's capability to provide the described services;
- b. Point or Contact (name, email, phone) for this RFP;
- c. Organizational structure;
- d. Key team members and Partners (subcontractors) and respective services alignment (what work will each key member and subcontractor perform under this contract);
- e. Signature by authorized representative.

### 6.2 Response to Scope of Work

Provide a narrative detailing your proposed Solution for meeting each specification listed in Section 6. Please provide the following information for each Scope of Work numbered section with a heading. **Please limit this section to 30 pages or less.**

### 6.3 Qualifications of the Proposer

#### 6.3.1 Proposer's Profile and Track Record

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

Company Profile (Prime only)	
a. Legal Name	
b. Assumed Names if any	
c. Legal Structure (e.g. sole proprietor, partnership, corporation, joint venture)	
d. If a subsidiary, provide the same information about the Parent Company as required in this table format.	
e. Date and State where formed.	
f. Proposer's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, and related contact information.	
g. Point of contact for this RFP including contact information	
h. Proposer Business background and description of current operations	
i. Number of employees	
j. Number of years in business	
k. Total number of years providing the proposed services	
l. Is Proposer a licensed business to perform the work in scope? If so, please specify relevant certifications.	
m. Proposer's Federal Employee Identification Number (or Social Security Number, if a sole proprietorship)	
n. Is proposer authorized to conduct business in Illinois? Please provide Registration Number issued by the Illinois Secretary of State, and attach Cook County Assumed Business Name Certificate, if applicable. Also, provide a copy of the Certificate of Good Standing. If not authorized, please explain.	
o. Describe any merger or acquisition discussions in which the proposer is involved.	
p. List any contracts that the Proposer has entered into during the past ten (10) years with Cook County, any Cook County Department, or CCH.	
q. Provide the addresses of office locations where the services pursuant to this RFP will be performed.	
r. Provide plans to open new offices (number of offices and general location(s)) if any, to address the requirements of the resulting NEMT contract.	

### 6.3.2 Compliance with Applicable Regulations

The Selected Proposer shall provide NEMT services and other duties in accordance with, and subject to, all governing laws that directly relate to services or obligations under this RFP, the County MCCN Contract and the requirements and standards specified in CCH Standards of Conduct/Code of Ethics including but not limited to: 42 C.F.R. §438.206(b); 89 Ill. Adm. Code, Part 140; and Chapter T-200 Handbook for Providers of Transportation Services, as amended from time to time. In addition, the Proposer must:

- a. Disclose any and all Corrective Action Plan (CAP) requests or penalties incurred in the past seven (7) years, describe the situation or issue that led to the CAP, the impact on service provisions, the causes, Proposer' CAP solution, and the results of CAP implementation.
- b. Provide a detail description of all settlements or penalties with Payers with which the Proposer was contracted, and for which it entered into in the past seven (7) years.
- c. Proposer must indicate whether it has had any contract terminated short of the full contract term during the past five (5) years and shall provide a complete explanation as to the reason for any such terminations.
- d. Proposer must describe situations that may have caused clients not to renew agreements or to terminate agreements with you in the last 5 years.
- e. Proposer must describe its approach to assure compliance with all Local, State, Federal, applicable regulations, and Contract requirements.

### 6.3.3 References

Proposers must provide:

- a. List of all previous and existing clients and related services.
- b. All available customer satisfaction data from current or prior client arrangements.
- c. At least three (3) relevant references in the required table format below, from clients that used NEMT services from your firm. If partners/subcontractors plan to perform a major part of the scope, they should also provide three (3) references in alignment with their proposed project role. CCH plan to call references, please alert your clients.

Name of the organization	
Name of the contact person (title, email and phone number. Email must be from an organization, not a personal email)	
Project dollar value	
Prime or subcontractor?	
Contract Period	
Project Scope	
Medical Transportation or other? If other, describe.	

### 6.4 Subcontracting or teaming and 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 each person's 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.

The [Economic Disclosure Statement<sup>2</sup>](#) Forms (EDS) should be submitted **in a separate envelop along with the Pricing proposal.**

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Division 8, Section 34-267), CCH has established a goal that **MBE/WBE firms retained as subcontractors receive a minimum 25% MBE and 10% WBE of this procurement.**

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.

## 6.5 Financial Status

- a. Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes. Summary format and links to online financials are allowed. If applicable, submit the financial report of your parent company.
- b. 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.
- c. State whether the proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

## 6.6 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 proposal.

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

## 6.7 Insurance Requirements

Prior to Contract award, the selected proposer will be required to submit evidence of insurance in the appropriate amounts. However, with its Proposal, the proposer is required to provide a statement on their company letterhead stating their agreement, or objections if any, to meet all insurance requirements stated below. Proposers may also submit current certificates of insurance evidencing compliance with this insurance provision.

**The standard Insurance Requirements captured in Exhibit A, Master Service Agreement (MSA) are replaced by the following (9.1 – 9.7):**

**9.1 Vendor-Required Insurance (CCH GC-03).** Vendor will maintain, at Vendor's sole cost and expense and in full force and effect, for the Term the following insurance, through policies with reputable and financially sound insurance organizations or through a program of self-insurance, to cover loss and damage arising from Vendor's furnishing of Services and Deliverables (collectively, "Vendor-Required Insurance") under this Services Agreement:

- a. Workers' compensation insurance in accordance with the Laws of the State of Illinois and any other applicable jurisdiction. The Workers' Compensation policy shall also include the following provision;

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<sup>2</sup> See <https://cookcountyhealth.org/> website under the "Doing Business with CCH" tab for EDS forms.

- (i) Employer's liability with limits of \$2,000,000 each accident and \$1,000,000 each employee by disease and \$2,000,000 policy limit by disease; and
- (ii) Broad form all States.

b. Commercial general liability insurance for bodily injury and property damage, including loss of use, with limits of \$3,000,000 per occurrence and \$5,000,000 aggregate for bodily injury and property damage combined. The commercial general liability insurance must include at least the following coverage:

- (i) All premises and operations;
- (ii) Broad form blanket contractual liability;
- (iii) Products and completed operations;
- (iv) Intentionally Omitted;
- (v) Cross liability.

c. Commercial automobile liability insurance for all owned, non-owned and hired automobiles, trucks and trailers, with the following coverage:

- (i) For all automobiles, combined single limit of \$3,000,000 per occurrence for bodily injury and property damage combined; and
- (ii) For uninsured motorists, in accordance with the Laws of the State of Illinois.

(d) Umbrella and excess liability insurance with minimum limits of \$2,000,000 per occurrence for all liability and \$2,000,000 aggregate per policy year separately for products and completed operations.

(e) Cyber liability insurance with limit of \$10,000,000 per claim and aggregate for CCH's costs and expenses related to or liability arising from any of the following:

- (i) Unauthorized access to, or use, disclosure, or acquisition of personal, confidential or health-related information (including Confidential Information and Protected Health Information) and any related forensic, crisis management, legal, public relations and investigation costs;
- (ii) Unauthorized access to, use of, or tampering with computer or network systems or programs, including inability of an authorized third party to gain access to services, denial of service attacks, or other hacker incidents;
- (iii) Introduction of malware or a computer virus into, or otherwise causing damage to, a third party's computer or network system, or similar computer-related property and damage or loss of the data, software, and programs thereon;
- (iv) Any government fines, penalties, audits, investigations or other inquiries resulting from the alleged or actual unauthorized access to or use, disclosure, or acquisition of personal, confidential or health-related information (including Protected Health Information) or network security liability incident;

- (v) Third-party breach response, notification, call center, printing and credit-monitoring costs;
- (vi) Technology professional liability; and

**9.2 Additional Requirements (CCH GC-03).** Vendor-Required Insurance must meet the following additional requirements:

Except with respect to any claim or loss that arises from the negligence or willful misconduct of CCH, the County, its employees or agents, Vendor-Required Insurance must be primary to and non-contributory with respect to any other insurance or self-insurance that may be maintained by CCH, Vendor Required Insurance must contain cross-liability coverage and a separation of insureds or severability-of-interest clause.

Vendor will procure waivers of subrogation in favor of CCH applicable to all Vendor-Required workers' compensation and employer's liability and commercial liability Insurance.

Any Vendor-Required Insurance written on a "claims-made," rather than an "occurrence" basis, must be continually maintained for an extended reporting period, or "tail," purchased for no less than five (5) years following expiration or termination of this Services Agreement.

**9.3 Evidence of Coverage (CCH GC-03).** Vendor will furnish to CCH certificates of insurance or other documentation sufficient to evidence Vendor's maintenance of the Vendor-Required Insurance prior to the Effective Date of this Services Agreement and thereafter upon CCH's reasonable request. Vendor will notify CCH in writing of the impending cancellation, termination, non-renewal, expiration, lapse or material change of any Vendor-Required Insurance at least 30 days prior thereto.

**9.4 Insurer Qualifications (CCH GC-03).** Each insurance company providing any Vendor-Required Insurance must be licensed or authorized by the State of Illinois Department of Insurance and have a financial strength and size rating no lower than "A-" and "(VII)", respectively, as listed in A.M. Best's Key Rating Guide (current edition or interim report). Insurance companies with financial strength and size ratings lower than "A-" and "(VII)" may be acceptable upon the written consent of the CCH Chief Procurement Officer.

**9.5 Additional Insureds (CCH GC-03).** Vendor-Required Insurance will include CCH and County as additional insureds as additional insured to the extent Vendor is liable to CCH under this Services Agreement or obligated to indemnify CCH under the terms of this Services Agreement on a primary basis for liability directly or indirectly arising out of or related to the furnishing of Services and Deliverables under this Services Agreement.

**9.6 Vendor's Obligations and Liabilities (CCH GC-03).** Vendor's maintenance of Vendor-Required Insurance pursuant to this ARTICLE 9 will not lessen nor affect Vendor's other obligations or liabilities under this Services Agreement or applicable Law.

**9.7 Downstream Insurance Requirements (CCH GC-03).** Vendor will contractually require its subcontractors performing under this Services Agreement to maintain a minimum amount of commercial general liability insurance, and cyber liability insurance comparable to the insurance requirements applicable to Vendor under this ARTICLE 9.

## 6.8 Contract

A representative (Sample) Master Services Agreement is attached 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 the healthcare valuation services. 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. Responses must be provided in a Microsoft Word compatible format with redline and included in each copy submitted pursuant to Section 9.3 of this RFP.

## 6.9 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

### 6.9.1 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.

## 6.10 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement (“EDS”).

The EDS form can be found at [https://cookcountyhealth.org/wp-content/uploads/EDS\\_Revised\\_092316-12072020.pdf](https://cookcountyhealth.org/wp-content/uploads/EDS_Revised_092316-12072020.pdf)

**UPDATE:** Cook County’s Office of Contract Compliance keep its forms up to date in its website, thus Proposer may visit <https://www.cookcountyil.gov/service/contract-documents> to ensure that the latest EDS forms 1, 2, and 3, Affidavit of Joint Venture, and MWBE Reciprocal Certification Affidavit are the latest versions are submitted. Similarly, the Board of Ethics maintains its most up to date Vendor Familial Relationship Disclosure Provision (VFRD) Form in its website: <https://www.cookcountyil.gov/service/board-ethics-ordinances-regulations-and-guides>.

**The EDS must be submitted with the pricing proposal in a separate envelope.**

### 6.11 Pricing Proposal

Proposers must submit pricing proposals in a separate sealed envelope clearly marked with the RFP number and the label "Pricing Proposal." Proposers are required to submit one (1) paper copy (original) and one (1) electronic copy (*in excel* and emailed to the email addresses specified on the cover page). **The required excel file format is attached to the RFP PDF file.**

The pricing proposal must include any supplemental options or schedules offered by the proposer. All pricing information must be submitted in the required **MS Excel form** to facilitate analysis and ***must include all assumptions***. Proposers should include elements or references to the pricing proposal **only in this section and separate the pricing proposal according to the Instructions above.**

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 proposal.

CCH is neither obligated to purchase the full quantities proposed by the proposer, nor to enter into an agreement with any one proposer.

Proposer are required to submit fees as follows:

- a. Daily rates;
- b. Fees for vehicle wraps, if applicable;
- c. Software Fees for the implementation of special software for CCH - optional;
- d. Any other fees such as startup fees, if any.

Services are expected 24/7/365 and the Proposer must state all fees associated with this full-service model. Daily fees must include all vehicle costs (lease, fuel, maintenance, garaging, etc.) and all personnel costs for drivers. Attendant fees must be priced separately since not all rides will require Attendants. Daily fees may vary by Vehicle Type, time of day or other reasons. Service Cars may vary by their capacity.

The Proposer price a proposal in alignment with the proposed fleet configuration, the RFP data provided in the Appendices, and shifts for various vehicle types. Shifts should not include the time a vehicle is garaged and not staffed.

Note that existing data on CCH transportation services may under-report after-hours transportation needs, as after-hours transportation services have been inadequate to this point.

### 6.12 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.**

## 7. Evaluation and Selection Process

### 7.1 Evaluation Process

Proposals will be evaluated by a RFP Evaluation Committee that may invite one or more proposers to make presentations and/or demonstrations.

The evaluation committee, at its option, 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.

## 7.2 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 proposal 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.

## 7.3 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.

# 8. Evaluation Criteria

## 8.1 Responsiveness of Proposal

Proposals will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the System Director of Supply Chain Management or designee, be rejected from further consideration due to "Non-Responsiveness" and rated Non-Responsive. However, Proposals not meeting the following requirements will be eliminated and shall not be further evaluated:

- a. Proposer is not owned in full or part, by a Medicaid Health plan operating in Cook County, IL or the parent or affiliate of such a plan.
- b. Proposer must be licensed in the state of Illinois to do business.

## 8.2 Technical Proposal

Proposals will be reviewed and selected based on the following criteria.

- A. Ability to achieve CCH's business goals, objectives, and Scope of Work described in this RFP, by providing a succinct and feasible description of the proposed implementation and NEMT service delivery approach, including but not limited to:
  - i. Ability to meet all Ride performance standards;
  - ii. Ability to supply vehicles to transport the aged, disabled, children, and those requiring Attendant;
  - iii. Ability to adhere to an industry standard maintenance schedule;
  - iv. Ability to provide an organized approach to onboarding and overseeing driver performance in regards to safety, security, empathy and customer service;
  - v. Ability to take prompt and effective action to meet patient NEMT needs.
- B. Qualifications and experience of the proposed key personnel as evidenced by relevant experience.
- C. 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 large complex healthcare organizations and in compliance with all applicable laws.

## 8.3 Reasonableness of Overall Price

Price will be evaluated separately for overall reasonableness and competitiveness.

## 8.4 Other Qualitative Criteria

The System Director of Supply Chain Management may, at his own discretion reject a proposal from further consideration due to “Non-Responsiveness,” if a proposal does not completely address the following:

1. MWBE Utilization Plan (EDS forms);
2. Financial Status;
3. Conflict Interest;
4. Insurance Requirements;
5. Contract Terms and Conditions (objections and/or suggested alternate language);
6. Legal Actions;
7. Addenda acknowledgement (See [Addenda Section](#))

## 9. Instructions to Proposers

These instructions to proposers contain important information and should be reviewed carefully prior to submitting the Required Proposal 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 proposal.

### 9.1 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 [Schedule](#).

Question must be submitted in the following format, **in MS Excel**, and the subject of the email should reference the RFP #, Title and Proposer’s Name.

ID	Vendor Name	RFP Section	Question
1.			
2.			
3.			
4.			

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 [Schedule](#) and obtain clarification prior to submitting a Proposal. Such inquires must reference the proposal due date and CCH RFP number.

### 9.2 Pre-proposal Conference (if Applicable)

CCH will hold a Pre-Proposal 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 proposal procedures. If a mandatory pre-proposal conference is required, the proposer must sign the pre-proposal conference or site inspection sheet and include a copy of this sign-in sheet in the response to the RFP.

### 9.3 Number of Copies

Proposers are required to submit one (1) original hard copy, two (2) paper copies 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: the paper copy of the pricing proposal and EDS must be submitted separate from the rest of the response.

Each submission must then be separated as follows:

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

DO NOT USE EXPENSIVE PAPER OR MARKETING GRAPHICS THAT MAY DISTORT ELECTRONIC PAGES. PLEASE USE STANDARD PAPER.

#### 9.4 Format

**Hardcopies of the proposals should be submitted in 3-ring binders only (except pricing which may be submitted in a separate envelop).** Material should be organized following the order of the Required Proposal 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.

#### 9.5 Time for submission

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

#### 9.6 Packaging and Labeling

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

#### 9.7 Timely delivery of Proposals

The proposal(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 Proposal. 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 Proposal not so received.

#### 9.8 Availability of Documents

CCH publishes competitive bid, RFP, and other procurement notices, as well as award information, at <https://cookcountyhealth.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.

#### 9.9 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 proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Proposer understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

### 9.10 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 Proposal 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.

### 9.11 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.

### 9.12 RFP Interpretation

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

### 9.13 Specifications and Special Conditions

The specifications in this document provide sufficient information 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 proposal documents.

### 9.14 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 Proposals 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 proposal together.

### 9.15 Proposal Material

The Proposal 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.

### 9.16 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 in the near future. Following such actions, the contents of Proposals submitted in response to this RFP may be disclosed in response to requests made pursuant to the provisions of the Illinois Freedom of Information Act ("FOIA"). If a proposer wishes to preserve the confidentiality of specific proprietary information set forth in its Proposal, it must request that the information be withheld by specifically identifying such information as proprietary in its Proposal. CCH shall have the right to determine whether it shall withhold information upon receipt of a FOIA request, and if it does so pursuant to a proposer request, the proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information as proprietary in any court proceeding which may result. This notwithstanding, proposer is on notice that CCH is subject to the FOIA and that any documents submitted to CCH by the proposer may be released pursuant to a request under the FOIA.

### 9.17 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 lowest responsible proposers meeting the

specifications, terms and conditions. If a split award impacts the outcome of the project, it must be so stated in the proposal.

### 9.18 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 Proposal, in any combination that is in the best interest of CCH.

### 9.19 Cancellation of RFP; Requests for New or Updated Proposals

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 information or updated or new Proposals.

## 10. Definitions

The 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.

"Attendant" is a Contractor employee, other than the driver, who accompanies the rider during the ride when prior approved by CCH.

"Behavioral Health Consortium" is a network of six community-based behavioral health providers providing services to CountyCare Enrollees.

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

"Chapter T-200, Handbook for Providers of Transportation Services" means the Illinois Department of Healthcare and Family Services handbook of policies and procedures, as updated from time to time.

"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.

"County MCCN Contract" means the State of Illinois contract between the Department of HealthCare and Family Services and Cook County for furnishing health services by a County Managed Care Community Network that was signed by both parties to the contract June 30, 2014.

"Covered Services" means those benefits and services listed in Appendix E of this RFP that CCH and CountyCare have identified as appropriate for Non-Emergency Medical Transportation services. At CCH or CountyCare discretion, the list of Covered Services may be changed from time to time.

"Covered Services Provider" means the person or entity authorized by CCH or CountyCare to provide Covered Services to Riders.

"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.

"Encounter Claims" means claims, with all details and in a format consistent with HFS requirements, which are submitted to CountyCare for each ride provided to Riders who are CountyCare Enrollees and to CCH for each ride provided to CCH Patients who do not have coverage for Non-Emergency Medical Transportation.

"Enrollee" means an individual who is enrolled in CountyCare.

“DHS” means the Illinois Department of Human Services.

“General Conditions” shall mean the terms and conditions posted to CCH website.

“Grievance” – means any expression of dissatisfaction by a Rider, including complaints about vehicles, such as lack of cleanliness; drivers or Attendants, such as discourteous treatment or dangerous driving; late arrivals or no shows; and other topics.

“HFS” means the Illinois Department of Healthcare and Family Services.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and any and all implementing regulations promulgated thereunder by the U.S. Department of Health and Human Services, including 45 CFR Parts 160 and 164, and any amendments thereto.

“HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, its implementing regulations, and any amendments thereto.

“Medicaid Confidentiality Regulations” shall mean 305 ILCS 5/11-9, 11-10, and 11-12; and 42 CFR Part 431, Subpart F.

“Medicaid Fee For Service” is the Illinois Medicaid delivery system for persons with Medicaid coverage who are not enrolled with a Medicaid health plan.

“Medi-Car” as defined in Chapter T-200, Handbook for Providers of Transportation Services, means transportation of a Rider whose medical condition requires the use of a hydraulic or electric lift or ramp, wheelchair lockdowns, or transportation by stretcher when the Rider’s condition does not require medical supervision, medical equipment, the administration of drugs, or the administration of oxygen, etc.

“Non-Emergency Ambulance” as defined in Chapter T-200, Handbook for Providers of Transportation Services, means transportation of a Rider whose medical condition requires transfer by stretcher and medical supervision. The Rider’s condition may also require medical equipment or the administration of drugs or oxygen, etc., during the transport. “Non-Emergency Medical Transportation” or “NEMT” means ground transportation of Riders.

“Party” or “Parties” means the Cook County Health and Contractor.

“Patient” means an individual receiving services at CCH locations or from CCH Covered Services Providers.

“Payer” means a program or health plan that covers NEMT services to and from Covered Services for a Rider with such coverage.

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

“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.

“Protected Health Information” or “PHI” shall have the same meaning as set forth in 45 CFR 160.103.

“Provider Facility” means the location to which a Rider is being transported to receive Covered Services.

“Registered Proposer” means a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment B) to CCH.

"Request for Proposals" or "RFP" shall refer to this solicitation of Proposals by CCH that may lead to the negotiation of a Contract and the recommendation that CCH authorize a Contract with a proposer.

"Residence" means the Rider specific location from which Rider is transported in order to receive Covered Services at a Provider Facility and to which the Rider is transported after receiving Covered Services.

"Resolution" means that appropriate parties are informed of a Grievance, learning opportunities are identified and shared, and, if warranted, actions are taken to rectify the situation and prevent future situations that may lead to a similar Grievance.

"Rider" means a CCH Patient and CountyCare Member who needs transportation to and from CCH or Behavioral Health Consortium facilities to receive Covered Services.

"Service Car" as defined in Chapter T-200, Handbook for Providers of Transportation Services, means transportation by passenger vehicle of a Rider whose medical condition does not require a specialized mode.

"Solution" the specific configuration of Deliverables that is submitted in a Proposal to meet the needs and goals of CCH as articulated in this RFP.

"Subcontractor" means any person or entity that has an agreement with Contractor to provide services related to this RFP.

"Third Party Administrator" or "TPA" means the entity that performs administrative functions for CountyCare including claims processing, Encounter Claims, and other duties.

"Vehicle Type" means the type of NEMT vehicle used to transport Riders. Vehicle Types include Service Car, Medi-Car, and Non-Emergency Ambulance.

## Appendix A – Sample Patient Volumes

This information shows a subset of patients that require transportation to and from CCH sites.

Center	June 2021 Patient Visits	July 2021 Patient Visits	August 2021 Patient Visits
Austin (AH)	2173	2152	2496
Cottage Grove (CG)	1249	1623	1444
Englewood (EH)	1982	1647	1848
Professional Building (PB)	14819	14301	15417
Belmont Cragin (BC)	1436	1721	1779
Morton East (ME)	119	548	342
North Riverside (NR)	1805	2591	2525
Blue Island (BI)	5570	5182	5916
Oral Health (OH)	1020	983	1027
Prieto (PH)	2279	2508	2549
Robbins (RH)	1271	1661	1825
Sengstacke (SH)	10196	9783	10832
Specialty Care (SC)	31758	27648	27428
Arlington Heights (AR)	1559	2555	2577
Core Center	5849	3408	3702
Harrison Square (HB)	1037	1069	1361

## Appendix B - CCH Facilities and Addresses

### Cook County Health Facilities

1. John H. Stroger, Jr. Hospital of Cook County 1969 W Ogden Ave, Chicago
2. Provident Hospital of Cook County 500 E 51<sup>st</sup> St, Chicago
3. Blue Island Health Center 12757 S. Western Ave, Blue Island
4. Ruth M. Rothstein CORE Center 2020 W Harrison St, Chicago

### Outpatient Clinics

1. Austin Health Center 4800 W Chicago Ave, Chicago
2. North Riverside Health Center 1800 S Harlem Ave, Suite A, North Riverside
3. Cottage Grove Health Center 1645 S Cottage Grove Ave, Ford Heights
4. Dr. Jorge Prieto Health Center 2424 S Pulaski Ave, Chicago
5. Englewood Health Center 1135 W 69<sup>th</sup> St, Chicago

- |   |  |
|---|--|
| 6. Professional Building At Stroger     | 1950 W Polk Street, Chicago                                    |
| 7. Belmont Cragin Health Center         | W Fullerton Ave, Chicago                                       |
| 8. Morton East Adolescent Health Center | 2423 S Austin Blvd, Cicero                                     |
| 9. Arlington Heights Health Center      | 3250 N Arlington Heights Road, Suite 300,<br>Arlington Heights |
| 10. Blue Island Health Center           | 12757 S. Western Ave, Blue Island                              |
| 11. Provident Hemodialysis Center       | 430 E. 50 <sup>th</sup> Place                                  |
| 12. Robbins Health Center               | 13450 S Kedzie Ave, Robbins                                    |
| 13. Harrison Square Building            | 605 S. Wolcott   |

## Appendix C - NEMT Ride Data for December 2020 - November 2021

Potential Proposers interested in receiving an Excel file of Rider ride data for January - December 2021 shall complete and sign the Data Use Agreement in **Appendix D** and send it to the contact(s) email listed on the cover page of this RFP. The data file will include the following fields for each ride request:

Data Field	Description
Trip Date	Date of the requested ride
Enrollee or Patient	CCC - CountyCare Enrollee, CNM - a CCH Patient that is not a CountyCare Enrollee
Attendant	Whether the enrollee required an accompanying attendant for transportation
Ride Type	Vehicle Type used for service – Service Car, Medi-Car, Ambulance (Ambulance includes Non-Emergency Medical Transportation requested through transportation vendor)
Requested Time	Pickup time requested for the ride
Origin	Origin location for the ride, with home addresses and other possible PHI replaced "Rider-specific location"
Origin Address	Origin address, with home addresses and other possible PHI redacted
Origin City	Origin city, with home addresses and other possible PHI redacted
Origin Zip	Origin zip code
Destination	Destination location type for the ride, with home addresses and other Rider locations replaced with "Rider-specific location"
Destination Address	Destination address, with home addresses and other possible PHI redacted
Destination City	Destination city, with home addresses and other possible PHI redacted
Destination Zip	Destination zip code

Appendix D – Data Use Agreement

**DATA USE AGREEMENT #H22-0029**

**BETWEEN**

**COOK COUNTY HEALTH**

**AND**

---

**RELATED TO RFP #H22-0029**

Cook County Health (CCH) and \_\_\_\_\_ (Data Recipient) hereby enter into this Data Use Agreement (Agreement) on \_\_\_\_\_ (Effective Date), for the purpose of providing Data Recipient with a Limited Data Set for analyzing the non-emergency medical transportation needs of CCH Patients and Enrollees of CountyCare for the sole purpose of developing a response to RFP #H22-0029 issued by CCH for non-emergency transportation service administration and fleet management. CCH and Data Recipient are collectively referred to herein as “Parties” or individually as a “Party.”

**INTRODUCTION**

Background. CCH is providing Data Recipient with a Limited Data Set for purposes of health care operations so that Data Recipient can use the Limited Data Set to analyze the non-emergency medical transportation needs of CCH Patients and Enrollees of CountyCare for the sole purpose of developing a response to the RFP issued by CCH for non-emergency transportation service administration and fleet management.

Purpose. Data Recipient will use the Limited Data Set to analyze the non-emergency medical transportation needs of CCH patients and enrollees of CountyCare for the sole purpose of developing a response to the RFP issued by CCH for non-emergency transportation service administration and fleet management. CCH wishes to provide the Limited Data Set to Data Recipient for purposes of health care operations because CCH needs to significantly improve its Patient/Enrollee experience with non-emergency medical transportation with respect to both the actual transportation service itself and the process of requesting needed services. CCH seeks to ensure that Data Recipient will appropriately safeguard the Limited Data Set in accordance with HIPAA, HITECH, the Medicaid Confidentiality Regulations, as defined herein, and all other applicable rules and regulations.

Definitions. When used in this Agreement, these terms shall be defined as follows:

“*Data*” shall mean all or any portion of the Limited Data Set.

“*HIPAA*” shall mean the Health Insurance Portability and Accountability Act of 1996 and any and all implementing regulations promulgated thereunder by the U.S. Department of Health and Human Services, including 45 CFR Parts 160 and 164, and any amendments thereto.

“*HITECH*” shall mean the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, its implementing regulations, and any amendments thereto.

“Individual” shall have the same meaning as the term "individual" in 45 CFR 164.103 of the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) of the Privacy Rule.

“*Limited Data Set*” shall have the same meaning as set forth in 45 CFR 164.514, and for the purpose of this Agreement, the Limited Data Set shall contain only the information described in Appendix C of the RFP.

“*Medicaid Confidentiality Regulations*” shall mean 305 ILCS 5/11-9, 11-10, and 11-12; and 42 CFR Part 431, Subpart F.

“*Protected Health Information*” or “*PHI*” shall have the same meaning as set forth in 45 CFR 160.103, and for the purpose of this Agreement shall be limited to the information created or received by Data Recipient from CCH in connection with this Agreement.

“*Required by Law*” shall have the same meaning as the term "required by law" in 45 CFR 164.103 of the Privacy Rule.

“*RFP*” refers to the Request for Proposal #H22-0029 released by CCH on March 16, 2022.

Other terms not defined herein shall have the same meaning as set forth in HIPAA.

#### **DUTIES AND OBLIGATIONS OF DATA RECIPIENT**

Permitted Users of Data. Data Recipient shall limit access to the Data to only those employees of Data Recipient who require access to prepare an RFP response (Permitted Users). Data Recipient shall provide a copy of this Agreement to each Permitted User and require each Permitted User to sign and return the Acknowledgment of Confidentiality Agreement in Appendix B to CCH. Data Recipient must return this signed Agreement with the completed and signed Appendix B to CCH. Permitted Users as set forth in this Section does not include Data Recipient’s Agents and subcontractors, which are addressed in this Section under Agents.

Permitted Use of Data. Data Recipient shall use the Data only for preparing a response to CCH RFP. Data Recipient shall not use the Data for any other purpose without the written permission of CCH, except as required by law.

Disclosure of Data. Data Recipient shall not disclose, or allow access to, the Data to anyone other than the Permitted Users listed in the above Section entitled Permitted Users of Data, except as required by law.

Confidentiality of Data. Data Recipient recognizes that the Data provided by CCH under this Agreement contains PHI and is confidential. Data Recipient will ensure that the Data is protected from unauthorized access, use, and disclosure by Data Recipient and Permitted Users, pursuant to 45 CFR Part 160 and Part 164, Subparts A and E; 305 ILCS 5/11-9, 11-10, and 11-12; 42 CFR Part 431, Subpart F; 45 CFR 205.50; and 89 Ill. Admin. Code 102.30. Data Recipient agrees to maintain the Data in strict confidence and preserve the confidentiality of the Data.

Safeguards. Data Recipient shall use appropriate safeguards and security measures to prevent the unauthorized access, use, and disclosure of the Data. Data Recipient agrees to provide a level and scope of security that is not less than the level and scope of security established by HIPAA and HITECH. Data Recipient acknowledges that the use of unsecured telecommunications, including the Internet, to

transmit individually identifiable or deducible information derived from the Limited Data Set file(s) is prohibited.

Reporting. Data Recipient shall immediately report to CCH any access, use, or disclosure of the Data that violates this Agreement, HIPAA, the Medicaid Confidentiality Regulations, or any other security or privacy law. Data Recipient shall use Appendix A of this Agreement to report such unauthorized access, use, or disclosure. Data Recipient shall mitigate, to the extent practicable, any harmful effect caused by an unauthorized access, use, or disclosure of the Data in violation of this Agreement, HIPAA, the Medicaid Confidentiality Regulations, or any other security or privacy law.

Agents. Unless CCH provides prior written consent, Data Recipient shall not allow access to or disclose the Data to any Agent, including any subcontractor, of Data Recipient except the Permitted Users referenced above. If CCH provides prior written consent, Data Recipient agrees to abide by the requirements of the Section entitled Permitted Users of Data and require every Agent who will access or receive the Data to sign and return the Acknowledgment of Confidentiality Agreement in Appendix B to CCH and ensure that such Agents agree, in writing, to the same restrictions and conditions that apply to Data Recipient with respect to the use and disclosure of the Limited Data Set. Further, upon request, Data Recipient will provide copies of such agreements to CCH.

Contact and Identification. Data Recipient shall not identify or attempt to identify any individuals in the Limited Data Set or contact any individual who is a subject of the Limited Data Set or his/her relatives, employers, or household members.

Minimum Necessary. By signing this Agreement Data Recipient affirms that the requested Data is the minimum necessary to achieve the purposes stated in this Agreement.

Ownership. Any and all Data provided to Data Recipient under this Agreement remains the property of CCH even after it is provided to Data Recipient. Data Recipient does not obtain any right, title, or interest in the Data. Data received by Data Recipient from CCH shall remain the property of CCH beyond the term of this Agreement and will be subject to all confidentiality and security mandates.

Publication and Release Requirements. No publications shall be prepared or released based on the data provided other than the response to the RFP. Data Recipient can only use the Data for the purposes set forth in this Agreement.

Retention and Destruction. Upon termination of this Agreement, or upon completion of the purposes of this Agreement, Data Recipient shall promptly destroy the Data Set and any and all documents, records, notes, communications, writings, charts, or other recorded matter of any kind containing Data derived from the Data Set. This destruction must be performed in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. Data Recipient must certify in writing the method used to destroy the Data, including the date and time of destruction. If destruction of the Data Set or documents, records, notes, communications, writings, charts, or other recorded matter of any kind containing Data derived from the Data Set is unfeasible, Data Recipient shall immediately notify CCH Chief Compliance and Privacy Officer in writing and continue to protect the confidentiality and security of the Data according to the requirements of this Agreement, HIPAA, the Medicaid Confidentiality regulations, and any other security or privacy law.

Requests for Data. Data Recipient shall notify CCH immediately when Data Recipient receives a Freedom of Information Act Request, subpoena, court order or other third-party request related to the Data. CCH shall determine, in its sole discretion, whether the information sought contains identifiable or confidential information and whether it shall be released. Data Recipient shall refer all such communications to CCH for response and shall notify the requestor that the Data remains the property of CCH. To the extent that CCH decides to assume responsibility for challenging the validity of such request, Data Recipient will cooperate fully with CCH in any such challenge. Nothing in this Section shall require Data Recipient to not comply with a valid court order.

No Warranty. Data Recipient accepts the data as it is transmitted and understands that CCH makes no warranty or assertion as to the accuracy of the data.

No Business Associate Relationship. For purposes of this Agreement, Data Recipient is not a business associate to CCH.

#### **DUTIES AND OBLIGATIONS OF CCH**

Provision of Limited Data Set. CCH will create the Limited Data Set. CCH will provide the Limited Data Set to Data Recipient in a format and secure manner as determined by CCH.

Contents of Limited Data Set. The Limited Data Set will contain the data elements set forth in Appendix D of the RFP.

#### **TERM**

Term. This Agreement shall commence upon full execution by the Parties and shall expire no later than July 4, 2025, unless terminated sooner as set forth in the Termination Section of this Agreement.

#### **TERMINATION**

This Agreement shall terminate if any one of the following events occur: (1) either party terminates this Agreement as set forth in this Section of this Agreement; (2) upon final award by CCH to a Proposer under the RFP; or (3) upon notice from CCH that no award will be made.

Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party. Additionally, CCH may immediately terminate this Agreement, without the opportunity to cure, if CCH determines, in its sole discretion, that Data Recipient has breached a material term of this Agreement.

Termination for Breach of Confidentiality. In the event that Data Recipient uses or discloses the Data other than as permitted by this Agreement or by law, CCH may take any or all of the following actions:

Immediately discontinue the disclosure of Data to the Data Recipient;

Immediately terminate this Agreement without the opportunity to cure;

Provide Data Recipient with 10 days to cure the breach or end the violation, and terminate the Agreement if curing the breach or ending the violation is not successful;

Report the problem to the Secretary of the United States Department of Health and Human Services;  
and

Require Data Recipient to pay all costs associated with a breach, including costs of notifying all individuals affected by a breach and costs associated with mitigating a breach, including providing credit monitoring to all affected individuals for one year.

Any other action deemed appropriate by and/or available to CCH.

Data Recipient Agrees to destroy the Limited Data Set or return the Limited Data Set to CCH upon termination or expiration of this Agreement as set forth in the Duties and Obligations of Data Recipient Section of this Agreement, under the subsection entitled Retention and Destruction. The respective rights and obligations of Data Recipient under the Duties and Obligations of Data Recipient Section of this Agreement shall survive termination of this Agreement.

### **MISCELLANEOUS**

Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing, and signed by the Parties.

No Compensation. Neither party shall be entitled to compensation from each other pursuant to this Agreement. Each Party shall perform its responsibilities under this Agreement at its own cost and expense.

Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CCH to comply with the requirements of HIPAA, HITECH and any other applicable laws or rules.

Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately. Any ambiguity in this Agreement shall be resolved to permit CCH to comply with HIPAA and HITECH.

No Personal Liability. No member, official, director, employee, or agent of CCH shall be individually or personally liable in connection with this Agreement. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of Data Recipient to CCH shall apply to the breach of any covenant in this Agreement by Data Recipient.

Indemnification. Data Recipient will indemnify, defend and hold harmless CCH, and its trustees, agents, officers, servants, and employees, and its respective successors, heirs, subcontractors and assigns from and against any claim, cause of action, liability, damage, penalty, fine, cost or expense (including,

without limitation, reasonable attorney's fees and court costs) arising out of or in connection with the representations, duties, and obligations of this Agreement, any unauthorized or prohibited use or disclosure of the Limited Data Set or any other breach of this Agreement by Data Recipient or any employee, subcontractor, agent or person under Data Recipient's control or failure to perform the obligations hereunder by Data Recipient, its employees, subcontractors, agents, officers, volunteers or assigns.

No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement gives rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose PHI is used or disclosed pursuant to this Agreement.

No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

Relationship of the Parties. In all matters arising under this Agreement, each Party, and its employees, agents or representatives, is at all times, acting and performing as an independent contractor of the other Party. Nothing contained in this Agreement nor any act of the parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture, or any other relationship between CCH and Data Recipient other than that of independent contractors.

Precedence. In the event there is a conflict between this Agreement and any of the attachments hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control. Any ambiguity in this Agreement shall be resolved to permit CCH to comply with HIPAA and HITECH and any other applicable laws or rules.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

Notices. All written notices, requests, and communications may be made by electronic mail to the e-mail addresses set forth below.

**To Data Recipient:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Fax: \_\_\_\_\_

**To CCH:**

Nicole Almiro, JD  
Chief Compliance and Privacy Officer  
Cook County Health  
1900 West Polk Street, Suite 123  
Chicago, Illinois 60612  
Fax: (312) 864-0903

Email: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: [nicole.almiro@cookcountyhhs.org](mailto:nicole.almiro@cookcountyhhs.org)

**With copy to:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With copy to:**

Jacoby Radford  
Director of Supply Chain and Contracts  
Supply Chain Management (SCM)  
Cook County Health  
1950 W. Polk St., #9705  
Chicago, Illinois 60612  
Fax: (312) 864- 5951  
Email: [jacoby.radford@cookcountyhhs.org](mailto:jacoby.radford@cookcountyhhs.org)

Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

CERTIFICATION STATEMENT: By signing this Agreement I certify that I am a duly authorized representative of Data Recipient and I attest that Data Recipient is an organization capable of providing one or both of the scopes of duty included in the RFP and that Data Recipient intends to bid on this RFP.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**FOR DATA RECIPIENT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization Name: \_\_\_\_\_

**FOR COOK COUNTY HEALTH:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Nicole Almiro, JD  
Chief Compliance and Privacy Officer  
Cook County Health

**APPENDIX A: NOTIFICATION OF UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF DATA**

Data Recipient must complete this form to notify the Cook County Health (CCH) of any unauthorized access, use, or disclosure of the Data. In accordance with the Agreement, notice must occur **IMMEDIATELY**.

**NOTIFICATION:**

Data Recipient hereby notifies CCH that there has been an incident related to Unsecured Protected Health Information that Data Recipient has used or has had access to under the terms of the Data Use Agreement, as described in detail below:

**Notice shall be provided to:** Nicole Almiro, JD  
Chief Compliance and Privacy Officer  
Cook County Health  
1900 West Polk Street, Suite 123  
Chicago, Illinois 60612  
Fax: (312) 864-0903  
Email: [nicole.almiro@cookcountyhhs.org](mailto:nicole.almiro@cookcountyhhs.org)

**Information to be submitted by Data Recipient:**

<b>Agreement Information:</b>
<b>Agreement Number:</b>
<b>Agreement Title:</b>
<b>Contact Person for this Incident:</b>
<b>Contact Person's Title:</b>
<b>Contact's Address:</b>
<b>Contact's E-mail:</b>
<b>Contact's Telephone No.:</b>

<b>Date of Discovery of the Incident:</b>
<b>Detailed Description of the Incident:</b>



**APPENDIX B: ACKNOWLEDGMENT OF CONFIDENTIALITY AGREEMENT**

**FOR DATA USE AGREEMENT #H22-0029**

**RELATED TO RFP #H22-0029**

INDIVIDUAL'S FULL NAME: \_\_\_\_\_

JOB TITLE AND LOCATION: \_\_\_\_\_

EMPLOYER'S NAME: \_\_\_\_\_

REASON(S) FOR INDIVIDUAL'S ACCESS TO DATA:

\_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_ acknowledge that all Data received from CCH under Data Use Agreement #H22-0029 is confidential and must be protected from unauthorized disclosure and use. I have received a copy of the Data Use Agreement #H22-0029 and agree to abide by the same restrictions and conditions that apply to Data Recipient with respect to the Data as stated in the Duties and Obligations of Data Recipient Section of the Data Use Agreement. I have been instructed on the permissible use(s) of the Data and will not use the Data for any other purpose. I understand that I may not share the Data with any other entity or person, including but not limited to other employees, agents, or contractors who are not authorized to access the Data. I have received instructions from my employer on the proper way to store, handle, and protect the confidentiality of the Data and shall take all necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of the Data Use Agreement to CCH and may do so by completing the Notification of Unauthorized Access, Use, or Disclosure Form and sending the Form by e-mail to [cbodnar@cookcountyhhs.org](mailto:cbodnar@cookcountyhhs.org). Finally, I understand that unauthorized use or disclosure of the Data is punishable by State and Federal statutes that impose legal sanctions.

**INDIVIDUAL:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Data Recipient must transmit the completed form(s) to CCH Supply Chain Management (SCM) with the signed Data Use Agreement at:**

**Jacoby Radford**

**Director of Supply Chain and Contracts**

**Department of Supply Chain Management**

**Cook County Health**

**1950 W. Polk St., #9705**

**Chicago, Illinois 60612**

**Fax: (312) 864- 5951**

**Email: [jacoby.radford@cookcountyhhs.org](mailto:jacoby.radford@cookcountyhhs.org)**

Appendix E - Summary Ride Statistics

The tables below contain the total number of requested rides for the period of December 2020 through November 2021 for Non-Emergency Medical Transportation for CountyCare Enrollees and other CCH Patients who need transportation to and from CCH sites to receive Covered Services. The table is cross-tabulated by day of week and hour of day for which the ride was requested. There is one table each for rides to and from Rider-specific locations (such as a home, workplace, or other likely non-provider locale), one table for rides between Covered Services Providers, and a fourth table for total rides. The cell shading represents the relative volume of rides by day and period within each table, with green signifying the lowest volume periods and red signifying the highest volume periods. Proposers should be aware that any existing data on transportation services provided will under report after-hours transportation needs as after-hours transportation services have been inadequate to this point.

**Trips by Day and Hour for Dec 2020 - Nov 2021**

**Rider-Specific Location to Provider**

Day of Week	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total	
Mon				2	6	165	449	633	656	368	288	380	293	92	14	1									3,347	
Tue				2	185	482	747	693	422	289	410	328	89	18	2	2										3,669
Wed				8	227	585	813	812	502	359	416	338	107	14	3										1	4,185
Thu				5	205	444	683	539	405	260	412	305	92	10	3	2							1	1	3,366	
Fri	1			5	172	413	703	664	419	266	280	217	50	7										1	3,198	
Sat					1			2	1	2	3															9
Total	1	0	0	2	26	955	2,373	3,581	3,365	2,118	1,465	1,898	1,481	430	63	9	4	0	0	0	0	0	1	1	1	17,774

**Provider to Rider-Specific Location**

Day of Week	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total		
Sun										1	2	1	4	4	5	8	5	2								32	
Mon	2			1			9		38	145	372	467	427	408	340	381	329	168	29	3					1	3,120	
Tue	10				3	12	4	39	156	370	475	546	446	372	458	378	170	36	4							3,479	
Wed	7			1	4	11	8	35	200	477	580	597	485	452	452	395	196	33	1						2	3,936	
Thu	19	1			4	3	1	30	150	339	462	450	374	378	376	337	193	18	4							1	3,140
Fri	9				4	12	8	30	153	370	506	489	454	350	310	241	121	15								3,072	
Sat	1								2	4	7	7	6	15	12	15	7									76	
Total	48	1	0	1	1	15	47	21	172	807	1,934	2,498	2,520	2,177	1,912	1,997	1,700	857	131	12	0	0	0	0	0	4	16,855

**Provider to Provider (includes nursing homes)**

Day of Week	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total	
Mon									1	1	5	3	3	1	3	1		1								19
Tue						1			3	1	4	4	4	2	6	2	1	2								26
Wed							1		4	2	6	5	3	2	2		2									27
Thu							1	1	3	5	4	4	2	2	2		3									21
Fri	1						1	2	2	2	3	2	2	2			1	1								17
Sat																	2									2
Total	1	0	0	0	0	0	1	3	4	10	13	21	18	8	13	7	4	9	0	0	0	0	0	0	0	112

**Total**

Day of Week	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total	
Sun										1	2	2	4	4	5	8	6	2								34
Mon	2	1		3	6	166	459	640	740	559	669	909	739	545	392	392	362	186	29	3					1	6,803
Tue	10			2	188	499	765	750	591	666	902	897	545	400	466	384	174	36	4							7,279
Wed	7			9	232	602	830	898	746	851	1,046	956	639	507	464	427	214	33	1						3	8,465
Thu	20	1		5	210	449	694	577	562	612	891	771	472	395	384	342	197	18	4					1	1	6,606
Fri	11			5	176	433	722	745	622	646	838	723	550	388	316	273	132	15					1			6,596
Sat	1				1		2	1	4	7	7	7	6	15	12	17	7									87
Total	51	2	0	3	27	973	2,442	3,653	3,711	3,085	3,453	4,595	4,097	2,761	2,102	2,042	1,811	912	131	12	0	1	1	1	5	35,870

The following table summarizes the total number of rides that had drop-offs at any one of the health care facilities for the months of July through September in 2021.

## Dropoffs at Health Centers by Month

Health Center	July	August	September	Total
Arlington Heights Health Center	6	5	4	15
Austin Health Center	23	26	39	88
Blue Island Health Center	101	115	124	340
Core Center	55	52	84	191
Cottage Grove Health Center	16	11	11	38
Englewood Health Center	27	38	51	116
Harrison Square	90	89	70	249
John H. Stroger Hospital	869	943	846	2,658
Jorge Prieto Health Center	13	14	8	35
Logan Square Health Center	4	9	7	20
North Riverside Cook County Health Center	5	5	1	11
Professional Building	545	565	520	1,630
Provident Hospital	252	274	263	789
Robbins Health Center	23	19	14	56

The following table lists the total number of trips in the months leading up to the COVID-19 Pandemic as well as the trip volume for FY 21. Please provide pricing based on both volumes.

### Trip Volume Prior to Covid w/Uninsured

Date	Trips
Feb-19	7,931
Mar-19	8,496
Apr-19	8,879
May-19	8,438
Jun-19	8,242
Jul-19	8,728
Aug-19	9,324
Sep-19	8,600
Oct-19	9,181
Nov-19	8,501
Dec-19	9,152
Jan-20	10,028

### FY 21 Trip Volume

Date	Trips
Dec-20	2,669
Jan-21	2,889
Feb-21	3,122
Mar-21	4,248
Apr-21	451
May-21	444
Jun-21	4,380
Jul-21	4,514
Aug-21	4,767
Sep-21	4,076
Oct-21	4,583
Nov-21	2,789

## Appendix F – RFP Attachments and Links

The following documents are attached to the RFP PDF file:

- Copy of CCH Corporate Compliance Program;
- Copy of CCH Standards of Conduct/Code of Ethics;
- Link to the Handbook for Providers of Transportation Services, Chapter T-200, Policy and Procedure for Transportation Services: <https://www.illinois.gov/hfs/SiteCollectionDocuments/t200.pdf>

Appendix G – Proposal Receipt Acknowledgement Form

**Proposal 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 information. **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):		
_____		

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

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

Time Stamp Here



**Proposal 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 information. **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):		
_____		

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

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

Time Stamp Here

**Exhibit A – CCH Master Services Agreement**

The following EXHIBIT is included electronically to this RFP.

Proposer(s) may access the following exhibit 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.

Proposer(s) may review a representative Master Services Agreement, *file* named **EXHIBIT A - CCH MASTER SERVICES AGREEMENT**. Proposer's redlined response to the CCH Master Services Agreement is required at the time of RFP submission. All responses to the Master Services Agreement must be submitted in a Microsoft Word compatible format with redline and included in electronic form as a separate file with the Proposal.