VERMONT

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Agency of Human Services

MEMORANDUM

TO: Neale F. Lunderville; Secretary, Agency of Administration (AOA)

FROM: Susan Besio; Director, Department of Vermont Health Access (DVHA)

THROUGH: Robert D. Hofmann; Secretary, Agency of Human Services (AHS)

DATE: December 3, 2010

SUBJECT: Approval for contract amendment:
Marble Valley Regional Transit District (Contract # 18261)
Duration is: 10/01/10 – 06/30/11
Value of Contract: $191,956.00

This contract is part of the non-emergency medical transportation (NEMT) program with Vermont public transit brokers for beneficiaries enrolled in traditional and Primary Care Plus (PCPlus) Medicaid and the Dr. Dynasaur programs. The brokers also secure transportation for the Reach-Up Program, Disability Determination Services and for the Ladies First Program.

DVHA is requesting approval for a contract amendment to: implement changes to our non-emergency medical transportation (NEMT) manual, provide performance incentives for cost-savings and quality assurance and to inform the contractor that we will audit their program for compliance with the NEMT manual.

These manual changes are designed to comply with CMS requirements, improve program quality and increase our ability to manage misuse of the NEMT program. These changes will significantly increase the amount of work performed by the contractors. Instead of a commensurate increase in their administrative reimbursement, we are proposing a model that provides additional funding only if the contractor achieves program savings. Audits will be performed to ensure that the contractor is not compromising quality or access to benefits in order to achieve these savings.

These changes are the next step in the evolution of this program. Early in 2011, we will develop an RFP for a new round of transportation contracts. The next contract period will include additional performance measures, additional reporting requirements and standardization of the methods used to determine taxi and van rates throughout the state.

The funding for this contract will be covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.

AMENDMENT

It is hereby agreed by and between the State of Vermont, Agency of Human Services (AHS), Department of Vermont Health Access (DVHA) (hereafter referred to as the "State" or "Department") and Marble Valley Regional Transit District, with a principal place of business at 158 Spruce Street, Rutland, VT 05701 (hereafter referred to as the "Contractor/Broker") that the Medicaid Non-Emergency Medical Transportation contract, entered into October 1, 2010 (hereafter referred to as the "Contract"), is hereby amended effective January 1, 2011 and ending June 30, 2011.

By deleting on page 1 of 115, Section 2 (Subject Matter) and substituting in lieu thereof the following Section 2:

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of **Non-Emergency Medical Transportation (NEMT)**. Detailed services to be provided by the Contractor are described in the Medicaid Non-Emergency Medical transportation (NEMT) Procedure Manual, dated 1/1/11. Only services outlined in that manual are allowed to be billed to DVHA.

By deleting on page 1 of 115, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $191,956.00.

By deleting on page 1-2 of 115, Section 9 (Attachments) Attachment O and substituting in lieu thereof the following Section 9:

9. **Attachments**: This contract consists of 115 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract Provisions
Attachment D - Modification of Insurance Requirements
Attachment E - Business Associate Agreement
Attachment F - AHS Policy 96-23
Attachment G - Transportation Authorization Form, Vermont Department for Children and Families, Economic Services Division, Disability Determination Services
Attachment H – Listing & Map of Broker Towns
Attachment I – Contact Information for Special Services Transportation (Urgent Transports) 10-17-08
Attachment J – Special Services Transportation (Urgent Transports): Designated Hospitals 10-17-08

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Attachment K – DVHA-220MT: Notice of Decision (Medicaid Transportation)
Attachment L – Reimbursement Rates
Attachment M – Boston Lodging Options
Attachment N – Volunteer Recruitment and Retention (VRR) Summary form

The order of precedence shall be:
1) This document
2) Attachment D
3) Attachment C
4) Attachment A
5) Attachment B
6) Attachment E
7) Attachment F
8) Attachment G
9) Attachment H
10) Attachment I
11) Attachment J
12) Attachment K
13) Attachment L
14) Attachment M
15) Attachment N

By deleting on page 3 of 115 Attachment A, Specifications of Work to be Performed and substituting in lieu thereof the following Attachment A:

Non-Emergency Medical Transportation (NEMT) is a covered service for beneficiaries enrolled in traditional and Primary Care Plus (PCPlus) Medicaid and the Dr. Dynasaur programs and is provided through Personal Services Contracts between the State of Vermont, Agency of Human Services (AHS), Department of Vermont Health Access (DVHA) and local public transit brokers. The Vermont areas/towns assigned to each broker are included in this Contract as Attachment H.

In general, the Contractor/Broker secures appropriate NEMT for eligible beneficiaries using volunteer drivers, taxis, vans, buses, etc. and according to the requirements, duties, terms and conditions of this contract. The Contractor is subject to service approval, claims processing and utilization review.

Under this contract, the Contractor/Broker also secures transportation, upon request/authorization, for the Reach-Up Program, Disability Determination Services and for the Ladies First Program.

The Contractor/Broker is contacted directly by Medicaid beneficiaries or by organizations acting on their behalf. These include the Department for Families and Children (DCF), the Vermont

Department of Health (VDH), community mental health clinics, hospital social services, the Office of Alcohol and Drug Abuse, the Department of Disabilities, Aging, and Independent Living (DAIL), Area Agencies/Councils on Aging, other state and public offices.

The Contractor/Broker shall administer this NEMT program for their assigned region in accordance with the associated "Non-Emergency Medical Transportation Procedure Manual" dated 1/01/11. This manual can be amended by DVHA with a 30 day notice. If any manual changes have a significant impact ($1,000 or more annually) on the costs associated with running the NEMT program, both parties shall agree to negotiate in good faith to modify Attachment B through a formal contract amendment.

By revising on page 4 of 115, Attachment B, Payment Provisions as follows:

Section 1 – Summary of Billable Services (pages 4-5 of 115): **Add** the following Paragraphs:

The maximum amount described on the first page of this contract includes the monthly administrative costs as well as incentive payments for quality improvement and cost-savings. The incentive payments will only be paid under the following conditions:

- The Contractor must submit all transportation claims through the MMIS no later than 60 days after the end of the contract period. For example, all transportation claims for the month of June, 2011 must be submitted to MMIS by August 29, 2011. If any claims are not submitted in accordance with this timeline, all incentive payments will be forfeited by the Contractor. Exceptions may be granted with written permission from the State under special circumstances.
- On or before September 15, 2011, the State will compare the total dollar amount of all claims submitted by the Contractor during the contract period to the claims submitted for the same period during the previous calendar year. For the purpose of calculating incentive payments, the previous calendar year includes the months from October, 2009 through June, 2010. The current calendar year includes the months from October, 2010 through June, 2011
    - If the current-year's claims were greater than or equal to the prior year's claims, no incentive payment will be made.
    - If the current year's claims were less than the, prior-year claims, but the difference was less than 10%, no incentive payment will be made.
    - If the current year claims total less than the prior-year claims, and the difference is 10% or more, the State will pay an incentive of 20% of the difference between the current year claims and the prior-year claims.
    - Incentive payments will be calculated independently for each transportation broker. The performance of other brokers will not affect the incentives paid under this contract.
- The Contractor agrees that only the MMIS data will be used to calculate incentive payments.
- The State will make this incentive payment in the next regular payment cycle through MMIS.

- The Contractor is required to follow the procedures described in the most current Medicaid Non-Emergency Medical Transportation Manual. If the State has credible evidence to show that the Contractor achieved savings by compromising quality/customer service, creating barriers to the access of the transportation benefit or by denying transportation requests outside the parameters of the Non-Emergency Medical Transportation Manual, no incentives will be paid. In this case, the State will present the evidence to the Contractor and the Contractor will have the right to appeal this decision to the Commissioner of the Department of Vermont Health Access.

During the contract term, DVHA will perform an audit of Contractor's practices to ensure compliance with the terms of this contract.

By deleting on pages 4-5 of 115 Section 1 (Summary of Billable Services) and substituting in lieu thereof the following Section 1:

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Administrative (General)	Monthly Administrative Fee	Payment for administrative services		$138,492.00	
Volunteer Recruitment and Retention	Pass Through	Limited payment will be made to help offset volunteer mileage incurred for the unnecessary dispatch for Medicaid, under certain circumstances, at the current GSA rate plus $2.94 per incident (a round trip) until the funds for this purpose are exhausted.	Line Item ("VRR") on Monthly Invoice	$1,658.00	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
National Criminal Record Check	Pass Through	Per manual	Line Item ("NCRC") on Monthly Invoice	$2,000.00	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
Taxi: VCIC	Pass Through		Line Item	$1,000.00	Contractor/Broker

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Checks		Per manual	("Taxi VCIC") on Monthly Invoice		must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
Medicaid/Dr. Dynasaur Transports	Reimbursement Rates per contract Attachment L.	Per manual		Billed through HP.	Billed through HP.
Special Services Transportation (Medicaid Transports)	Reimbursement Rates per contract Attachment L.	Per manual		Billed through HP.	Billed through HP.
Special Services Transportation (Non-Medicaid Transports)	Reimbursement Rates per contract Attachment L.	Per manual		Billed directly to DMH.	Billed directly to DMH.
Special Services Transportation (Administrative)	Per Trip Administrative per contract Attachment L.	Per manual		Billed directly to DMH.	Billed directly to DMH. $4.18 per trip.
Reach-Up Transports	Reimbursement Rates per contract Attachment L.	Per manual		Billed directly to DCF.	Billed directly to DCF.
Reach-Up No-Shows	Carrier costs will be reimbursed plus $3.00 per incident (a round trip).	Per manual		Billed directly to DCF.	Billed directly to DCF.
Disability Determination Services (DDS) Transports	Reimbursement Rates per contract Attachment L.	Per manual		Billed directly to DDS.	Billed directly to DDS.
Disability Determination Services (DDS) Transports No-Shows	Carrier costs will be reimbursed plus $3.00 per incident (a round trip).	Per manual		Billed directly to DDS.	Billed directly to DDS.
Ladies First Transports	Reimbursement Rates per contact Attachment L.	Per manual		Billed through HP.	Billed directly to Ladies First.
MAXIMUM UNDER THIS CONTRACT				**$191,956.00**	

By deleting on page 6 of 115, Section 4 (Submission of Invoices) and substituting in lieu thereof the following Section 4:

4. Submission of Invoices

Email invoices to:
Alena Crnalic, Administrative Services Technician IV, Department of Vermont Health Access
Email: Alena.Crnalic@ahs.state.vt.us

By deleting on page 36 of 115, Volunteer Driver Charges Section of Attachment L and substituting in lieu thereof the following Volunteer Driver Charges Section of Attachment L:

Volunteer Driver Charges

Please describe practice for computing charges and list the amounts charged to:

Medicaid Riders	Refer to current published GSA rate
Combined Ridership	Refer to current published GSA rate

Are mileage charges prorated when multiple riders are carried by one volunteer driver?

_X_Yes ___No. If no, explain_____

This Amendment consists of six pages. Except as modified by this Amendment and any previous Amendments, all provisions of this contract (# 18261), dated October 1, 2010, shall remain unchanged and in full force and effect.

STATE OF VERMONT

Department of Vermont Health Access

By: _____
Susan Besio, Commissioner

Date: 3/21/11

CONTRACTOR

Marble Valley Regional Transit District

By: _____
Minga K. Dana, Acting Administrator

Date: 3/17/11