

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

James R. Wells, CPA
Director

Greg Smith
Administrator

State of Nevada

Purchasing Division

Request for Proposal: 3207

For

NON-EMERGENCY TRANSPORTATION BROKERAGE SERVICES

Release Date: August 18, 2015

Deadline for Submission and Opening Date and Time: September 24, 2015 @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

Ronda Miller, Purchasing Officer II

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0182

Email address: rlmiller@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0182/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3207

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Vendors' cost exceptions and/or assumptions should be clearly stated in Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. PROJECT OVERVIEW

The State of Nevada, Purchasing Division on behalf of the Department of Health and Human Service, Division of Health Care Financing and Policy (DHCFP), is seeking qualified vendors for non-emergency transportation (NET) brokerage services throughout the State of Nevada. These services will include coordination, management, and reimbursement of non-emergency transportation services. The awarded vendor will provide the required services for the Nevada Medicaid program administered by the Division of Health Care Financing and Policy (DHCFP), hereinafter referred to as the "Division". All unscheduled emergency transportation including air carrier and ambulance services are excluded from this RFP. The awarded vendor is expected to provide certain levels of scheduled emergency transportation. An example of a scheduled emergency is transportation for a medically stable recipient on an organ transplant list who receives notification an organ is available from a donor and the recipient must be present at the transplant facility within the timeframe determined by the surgeon or the transplant coordinator.

The Division of Health Care Financing and Policy (DHCFP) is the State agency that administers the Medicaid (Title XIX) program in Nevada. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure that individuals can get to and from needed care. Federal Regulation 42 CFR 431.53 requires states to assure necessary emergency and non-emergency transportation to recipients to and from providers of healthcare. The Division currently covers transportation for Medicaid recipients. Nevada Check Up recipients are not eligible for NET services. The State may choose to directly reimburse the Regional Transportation Commissions/Commission (RTC) Paratransit operations for services. The vendor will still be responsible for NET services outside of paratransit service areas and scheduling and coordination inside of paratransit areas. If this option is chosen there will be an adjustment to the capitation amount paid per member per month. There is no other material changes (Changes in services covered, change in population covered, etc.) planned at this time.

The mandate to assure necessary transportation stems from provisions of the Social Security Act and regulations requiring that medical assistance be: available in all political subdivisions of the State; provided with reasonable promptness to all eligible individuals; furnished in the same amount, duration, and scope to all individuals in a group; provided in a manner consistent with the

best interests of the recipient; available to eligible recipients from qualified providers of their choice; and provided in accordance with methods of administration found necessary by the Secretary of Health and Human Services for proper and efficient operation of the State Plan.

Proposals in response to this RFP will be considered in a (2) stage process. The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications (refer to Section 3.1). The vendor must evaluate and certify that they are in compliance by filling out the “Certification of Compliance with RFP” form attached to this RFP. If a vendor is determined to not meet any one of these General Minimum Qualifications, the proposal in its entirety will not be considered for contracting.

If the vendor meets all of the General Minimum Qualifications, the proposal will be evaluated to see if it meets the Technical Minimum Qualifications (refer to Section 3.1). Target population/service proposals that do not meet the minimum Technical Qualifications will not be considered for an award. Each proposal will be reviewed independently in the Technical Minimum Qualification section.

The State Health and Human Services will administer contract(s) resulting from this RFP. The resulting contract(s) will be for a contract term of two (2) years, anticipated to begin July 1, 2016, subject to Board of Examiners approval anticipated to be January 12, 2016 through June 30, 2018 with one (1) optional renewal period of two (2) years. Renewal shall be by mutual agreement and by written amendment to the contract. Any contract extension will be contingent upon a re-examination of the payment methodology, possibly including tiers. Prior to expiration of the original contract period, or any renewal period thereafter, the Division reserves the sole right not to exercise the option to renew.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
Action	The denial or limited authorization of a requested service, including: (1) the type or level of service; (2) the reduction, suspension, or termination of a previously authorized service; (3) the denial, in whole or in part, of payment for a service; (4) the failure to provide services in a timely manner, as defined by the State.
Adverse Action or Determination	An adverse action or adverse determination refers to a denial, termination, reduction, or suspension of an applicant or recipient’s request for service or eligibility determination. For the purposes of this RFP, it also refers to a determination made by Nevada Medicaid against a provider or provider applicant to deny, terminate, suspend, lock out, or otherwise limit a provider application.
Assessment	An assessment is a process that is conducted by Nevada Medicaid and/or its contractors to evaluate the medical necessity of an individual’s request for a Nevada Medicaid covered service.
Assumption	An idea or belief that something will happen or occur without proof. An

Acronym	Description
	idea or belief taken for granted without proof of occurrence.
<i>Authorized Representative</i>	An authorized representative is an individual who has been designated by an applicant or recipient as having authority to act on behalf of the applicant or recipient.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners.
<i>Capitation Payment</i>	A payment the State agency makes periodically to a contractor on behalf of each recipient enrolled under a contract for the provision of medical services under the State Plan. The State agency makes the payment regardless of whether the particular recipient receives services during the period covered by the payment.
<i>Centers for Medicare and Medicaid Services (CMS)</i>	Medicaid programs are administered by each State in partnership with the Centers for Medicare and Medicaid Services (CMS). CMS has responsibility for monitoring State compliance with federal requirements and providing federal financial participation (FFP). CMS monitors State programs to assure minimum required levels of service are provided, as mandated in the Code of Federal Regulations (CFRs).
<i>CFR</i>	Code of Federal Regulations.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Confidentiality</i>	Confidentiality pertains to all safeguards required to protect all information which concerns Medicaid applicants and recipients, Medicaid providers, and any other information which may not be disclosed by any party pursuant to federal and State law, and Medicaid Regulations, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and NRS Chapter 422, and 42 CFR 431, 42 CFR Parts 160 and 164.
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contract Period</i>	The State-certified contract period will be the defined effective and termination dates of the contract inclusive of any renewal period.

Acronym	Description
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
Covered Services	Covered services are those services for which Nevada Medicaid may reimburse providers.
Cross Reference	A reference from one document/section to another document/section containing related material.
Customer	Department, Division or Agency of the State of Nevada.
Division/Agency	The Division/Agency requesting services as identified in this RFP.
Eligibility	The term eligibility is used to reference a person's status to receive Medicaid program benefits.
Eligibility Verification System (EVS)	A means to verify an individual's eligibility for services covered by the State of Nevada's Medicaid program, via the Internet.
Emergency Medical Condition	A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.
Emergency Medical Transportation	A ground or air ambulance, as medically necessary to transport a recipient with an emergency medical condition. A ground or air ambulance transport resulting from a "911" communication is considered emergency medical transportation, as specified in Medicaid Services Manual, Chapter 1900.
Emergency Services	Emergency services means, with respect to an individual enrolled with an organization, covered inpatient and outpatient services that are furnished by a provider qualified to furnish such services and are needed to evaluate or stabilize an emergency medical condition.
Encounter	A covered service or group of services delivered by a provider to a recipient during a visit, or as a result of a visit (e.g. pharmacy) between the recipient and provider.
Encounter Data	Data documenting a contact or service delivered to an eligible recipient by a

Acronym	Description
	provider for any covered service.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Fraud</i>	An intentional misrepresentation of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury.
<i>Goods</i>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<i>Grievance</i>	Any oral or written communications made by a recipient, or a provider acting on behalf of a recipient with the recipient’s written consent, to any of the Contractor’s employee’s or its providers expressing dissatisfaction with any aspect of the Contractor’s operations, activities or behavior, regardless of whether the communication requests any remedial actions.
<i>Health Care Services</i>	Any services included in the furnishing to any natural person of medical or dental care or hospitalization or incident to the furnishing of such care or hospitalization, as well as the furnishing to any person any other services for the purpose of preventing, alleviating, curing or healing human illness or injury (according to NRS 695C.030.5).
<i>Hearing</i>	A hearing is an orderly, readily available proceeding before a hearing officer, which provides for an impartial process to determine the correctness of an agency action (See Medicaid Services Manual Chapter 3100). Recipients and Medicaid providers are afforded an opportunity for hearing in certain circumstances and when requested in a timely manner. An agency or vendor adverse determination made against a recipient’s request for service or payment as well as a determination against a provider that terminates or denies a provider application may provide opportunity for hearing.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau
<i>LOI</i>	Letter of Intent - notification of the State’s intent to award a contract to a

Acronym	Description
	vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
Marketing	Any communication from the NET broker (including its employees, affiliated providers, agents or contractors) to a Medicaid that can reasonably be interpreted as intended to influence the recipient to use specific transportation services or to purchase other services that may be offered by the above listed entities.
Marketing Materials	Materials produced in any medium, by or on behalf of a vendor that can reasonably be interpreted as intended to market to recipients.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Medicaid	Title XIX of the Social Security Act is a federal program which pays for medical benefits to eligible low-income persons needing health care. In Nevada, it is administered by the Department of Health and Human Services, Division of Health Care Financing and Policy, subject to oversight by CMS. The program costs are shared by the federal and State governments.
Medicaid Service Manual (MSM)	The Medicaid Service Manual clarifies and states the policy and procedure for all the medically necessary services provided to the Medicaid recipients in Nevada.
Medical Necessity	<p>To be considered a medical necessity (medically necessary) items and services must have been established as safe and effective as determined by Nevada Medicaid as defined in the State of Nevada Medicaid Services Manual (MSM).</p> <p>The DHCFP will only cover items and services which are reasonable and necessary for the diagnosis or treatment of an illness or injury or to improve the functioning of a malformed body member.</p>
Medicare Savings Program	<p>a. Qualified Medicare Beneficiaries (QMBs) without full Medicaid (QMB Only) These individuals are entitled to Medicare Part A, have income of 100% Federal poverty level (FPL) or less, resources that do not exceed twice the limit for SSI eligibility, and are not otherwise eligible for full Medicaid. Medicaid pays their Medicare Part A premiums, if any, Medicare Part B premiums, and, to the extent consistent with the Medicaid State Plan, Medicare deductibles and coinsurance for Medicare services provided by Medicare providers.</p> <p>b. QMBs with full Medicaid (QMB Plus) These individuals are entitled to Medicare Part A, have income of 100% FPL or less, resources that do not exceed twice the limit for SSI eligibility, and are</p>

Acronym	Description
	<p>eligible for full Medicaid benefits. Medicaid pays their Medicare Part A premiums, if any, Medicare Part B premiums, to the extent consistent with the Medicaid State Plan, Medicare deductibles and coinsurance, and provides full Medicaid benefits.</p> <p>c. Specified Low-Income Medicare Beneficiaries (SLMBs) without full Medicaid (SLMB Only), QI-1 These individuals are entitled to Medicare Part A have income of greater than 100% FPL, but less than 120% FPL and resources that do not exceed twice the limit for SSI eligibility, and are not otherwise eligible for Medicaid. Medicaid pays their Medicare Part B premiums only. Federal financial participation (FFP) equals Federal Medical Assistance percentages (FMAP). QI-1 are individuals above the income level for SLMB but who otherwise qualify for Medicaid to pay their Medicare Part B premiums.</p> <p>d. Qualified Disabled and Working Individuals (QDWIs) These individuals no longer have Medicare Part A benefits due to a return to work. However, they are eligible to purchase Medicare Part A benefits if they have income of 200% FPL or less and resources that do not exceed twice the limit for SSI eligibility, and are not otherwise eligible for Medicaid. Medicaid pays the Medicare Part A premiums only.</p> <p>e. Medicaid Only Dual Eligibles (Non QMB, SLMB, QDWI, QI-1) These individuals are entitled to Medicare Part A and/or Part B and are eligible for full Medicaid benefits. They are not eligible for Medicaid as a QMB, SLMB, QDWI, QI-1, or QI-2. Typically, these individuals need to spend down their resources to qualify for Medicaid or meet the requirements for a Medicaid eligibility poverty group that exceeds the limits listed above. Medicaid provides full Medicaid benefits and pays for Medicaid services received from Medicaid providers, but Medicaid will only pay for services also covered by Medicare if the Medicaid payment rate is higher than the amount paid by Medicare, and, within this limit, will only pay to the extent necessary to pay the beneficiary's Medicare cost-sharing liability. Payment by Medicaid of Medicare Part B premiums is a state option; however, states may not receive FFP for Medicaid services also covered by Medicare Part B for certain individuals who could have been covered under Medicare Part B had they been enrolled.</p>
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .

Acronym	Description
<i>Nevada Check Up</i>	Children’s Health Insurance Program (CHIP) provided under Title XXI of the Social Security Act to children whose families exceed Medicaid limits, but is equal to or less than 200% of the federal poverty level.
<i>Nevada Transportation Authority (NTA)</i>	The Nevada Transportation Authority (NTA) administers and enforces state laws pertaining to passenger transportation, household goods movers, storage of household goods, and tow cars. The NTA has been charged with the responsibility of providing fair and impartial regulation, to promote safe, adequate, economical and efficient service, and to foster sound economic conditions in motor transportation. The NTA encourages the establishment and maintenance of reasonable charges for intrastate transportation by fully regulated carriers and non-consent towing services.
<i>Non-Emergency Transportation (NET)</i>	Conveyance services other than those set forth for ‘emergency transport necessary to convey recipient to and from needed medical services. Both recipient and vendor have the duty to use the least expensive alternative conveyance.
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Paratransit</i>	Shared ride transportation for eligible people of all ages that are unable to use fixed schedule conventional public transport.
<i>Personal Care Services</i>	<p>Personal care services are an optional Medicaid benefit provided to individuals who are not inpatients or residents of a hospital, nursing facility, intermediate care facility for the mentally retarded or institution for mental disease. Personal care services must be:</p> <ol style="list-style-type: none"> 1. Authorized for an individual by a physician in a plan of treatment or in accordance with a service plan approved by the State; 2. Provided by an individual who is qualified to provide such services and who is not a member of the individual’s family; and 3. Furnished in a home or other location. <p>These services may include a range of human assistance provided to persons, of all ages, with disabilities and chronic conditions which enable them to accomplish tasks that they would normally do for themselves if they did not have a disability.</p>
<i>Potential</i>	A person who has a likelihood of becoming a Medicaid recipient under the

Acronym	Description
<i>Recipient</i>	eligibility rules administered by the Division of Welfare and Supportive Services.
<i>Prior Resources</i>	Prior resources are any non-Medicaid coverage, public or private, which can be used to pay for medical services. These resources and benefits are payable before Medicaid benefits are paid.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Provider</i>	Any individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the State in which it delivers the services. This includes: a person who has applied to participate or who participates in the plan as a provider of goods or services; or a private insurance carrier, health care cooperative or alliance, health maintenance organization, insurer, organization, entity, association, affiliation, or person, who contracts to provide or provides goods or services that are reimbursed by or are a required benefit of the plan. (1) For the fee-for-service program any individual or entity furnishing Medicaid services under an agreement with the Division is a provider. (2) For the managed care program, any individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the State in which it delivers the services is a provider. (3) For non-emergency transportation, any individual or company subcontracted by the vendor to provide transportation services.
<i>Prudent Layperson</i>	A person who possesses an average knowledge of health and medicine, who could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Recipient</i>	An eligible person who receives benefits pursuant to title XIX (Medicaid) or Title XXI (Nevada Check-Up).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>Risk Contract</i>	A contract under which the contractor: 1. Assumes risk for the cost of the services covered under the contract;

Acronym	Description
	<p>and</p> <p>2. Incurs loss if the cost of furnishing the services exceeds the payments under the contract.</p>
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
Scheduled Emergency	Scheduled emergency consists of transportation to covered medically necessary, provider directed services which are scheduled on behalf of the recipient, usually with less than 48 hours' notice. An example of a scheduled emergency is transportation for a medically stable recipient on an organ transplant list who receives notification that there is an organ available from a donor and the recipient must be present at the transplant facility within the timeframe determined by the surgeon or the transplant coordinator.
Service	Means any procedure, intervention, or item reimbursable under Medicaid.
Service Authorization Request (SAR)	Means a recipient's request for the provision of a service.
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State	The State of Nevada and any agency identified herein.
State Plan	<p>The State Plan is a comprehensive statement submitted by the State Medicaid agency describing the nature and scope of its program and giving assurance that it will be administered in conformity with the specific requirements stipulated in the pertinent title of the Social Security Act, and other applicable official issuances of the Department of Health and Human Services (HHS). The State Plan contains all information necessary for the Department to determine whether the plan can be approved, as a basis for Federal Financial Participation (FFP) in the State program.</p> <p>The State Plan consists of written documents furnished by the State to cover each of its programs under the Act including the medical assistance program (Title XIX). After approval of the original plan by HHS, all relevant changes, required by new statutes, rules, regulations, interpretations, and court decisions, are required to be submitted currently so HHS may determine whether the plan continues to meet federal requirements and policies. Determinations regarding State Plans (including plan amendments and administrative practice under the plans) originally meet, or continue to</p>

Acronym	Description
	meet, the requirements for approval based on relevant federal statutes and regulations.
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
Surveillance and Utilization Review Subsystem (SURS)	SURS is the acronym for Surveillance and Utilization Review Subsystem of the Division of Health Care Financing and Policy. It is an integral part of the automated Medicaid Management Information System (MMIS) which is used to monitor service utilization and abuse.
Third Party Liability (TPL)	Means any individual, entity or program that is or may be liable to pay all or part of the expenditures for medical assistance furnished under the State Medicaid Plan.
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October

Holiday	Day Observed
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

This scope of work covers non-emergency and scheduled emergency services only.

Vendors **must** provide the following documents, failure to do so will be considered as a non-responsive submission and may be disqualified.

- Vendor’s response must comply with Chapter 1900 of the State of Nevada’s Medicaid Services Manual.
- Vendor’s response must be in compliance with all federal laws and regulations applicable to non-emergency transportation.
- Vendor must submit an organizational chart and show relationships with parent and related companies or corporate entities. Vendor’s corporate structure must meet approval from the Centers for Medicare and Medicaid services.

3.1 DUTIES AND RESPONSIBILITIES

It is **mandatory** that each component listed below in the Scope of Work be addressed. Vendors only need to cite the section number and title when responding. Failure to address each component will result in disqualification of the proposal.

The successful vendor(s) shall authorize, manage and make payment for all non-emergency transportation (NET) for eligible recipients to include but not limited to, taxicabs, wheelchair vans, public transportation, and travel related expenses. It is expected that the actual transportation services under this RFP will be provided through a network of subcontracted transportation providers, however, the State will consider other creative methods of providing NET. **Vendors are encouraged to submit creative ideas for providing service to promote access to care and cutting costs.**

The successful vendor will be responsible for payment of transportation services furnished through subcontracts with transportation providers. The Contractor’s payments to transportation providers shall be consistent with efficiency, economy and quality of care and sufficient to enlist enough providers to ensure access.

Transportation plays an important role in assuring Medicaid eligible recipients’ access to medical care. This service is of particular importance to disabled recipients needing critical services such as dialysis, rehabilitation, physical therapy or chemotherapy.

The awarded vendor shall ensure that all of these functions are performed properly and efficiently with an emphasis on customer service.

Successful vendor to inform and educate recipients regarding covered services and how to access them, as well as rights and Medicaid State Fair Hearings.

3.1.1 The successful vendor shall perform the following tasks:

3.1.1.1 The vendor must have written information about its services and access to services available upon request to recipients and potential recipients. This written information must also be available in English and the prevalent non-English language(s), which the State has determined to be Spanish. The vendor must make free, oral interpretation services available to each recipient and potential recipient. This applies to all non-English languages, not just those that the State identifies as prevalent.

3.1.1.2 The vendor is required to notify all recipients and potential recipients that oral interpretation is available for any language and written information is available in prevalent languages. The vendor must notify all recipients and potential recipients how to access this information.

3.1.1.3 The vendor's written material must use an easily understood format. The vendor must also develop appropriate alternative methods for communicating with visually and hearing-impaired recipients, and accommodating physically disabled recipients in accordance with the requirements of the Americans with Disabilities Act of 1990. All recipients and potential recipients must be informed that this information is available in alternative formats and how to access those formats.

3.1.1.4 The vendor is required to make available informational materials to newly enrolled recipients and to all recipients once per year. The initial mailing is sent to all Medicaid NET eligibles. Vendor will furnish the material to the Medicaid District Offices, the Division of Welfare and Support Services offices, and the managed care organizations. The vendor is not expected to mail the material to recipients. The initial mailing referenced in Section 3.1.4 is only done one time. This should be mailed 30 days in advance of the start of business to ensure that all Medicaid recipients will have received it with sufficient advance notice to plan for their transportation needs with the successful proposer. After the initial mailing specified in Section 3.1.4, the vendor need only to make materials available as specified in this section. The initial mailing shall be at the vendors expense. At a minimum the information enumerated below must be included in this material:

- A. Explanation of non-emergency transportation services and how to obtain these services, including out-of-plan or emergency transportation services, and how to access them, the address and telephone number of the vendor's office or facility and the days that the office or facility is open and services are available;
- B. Any restrictions on the recipient's freedom of choice among network providers;
- C. Recipient rights and protections as specified in 42 CFR 438.100;
- D. The amount, duration and scope of services available under the contract in sufficient detail to ensure that recipients understand the services to which they are entitled;
- E. Procedures for obtaining services, including authorization requirements;
- F. The extent to which, and how, recipients may obtain services from out-of-network providers;
- G. The extent to which, and how, after hours and emergency coverage are provided including: what constitutes a need for emergency transportation services; the fact that prior authorization is not required for emergency services; the process and procedures for obtaining emergency services, including the 911-telephone system or its local equivalent; the fact that, subject to regulatory limitations, the recipient has a right to use any hospital or other setting for emergency care;
- H. Explanation of procedures for urgent medical situations, non-emergency transportation services and how to utilize services in other circumstances, including the vendor services telephone number; clearly define urgent care, emergency care, and emergency transportation, and clarify the appropriate use of each;
- I. Procedures for accessing emergency and non-emergency services when the recipient is in and out of the vendor service area;
- J. Information on grievance and fair hearing procedures and information as specified in 42 CFR 438.10 (h);
- K. Information on procedures for recommending changes in policies and services;

- L. Quality and performance indicators, including recipient satisfaction;
 - M. The vendor is also required to provide, to the recipient upon request, information on the structure and operation of the vendor; and
 - N. Notification of the recipient's responsibility to report any third-party payment service to the vendor and the importance of doing so.
- 3.1.2 The vendor must give each recipient written notice of any significant change, as defined by the State, in any of the enumerations noted above. Significant changes that apply to recipients include, but are not limited to, changes to operating hours, changes to telephone numbers and office locations, changes to the vendor's services, benefits or geographic service area, enrollment of a new population in the network, and additions and changes to the provider network. The vendor shall issue updates to the information provided to recipients and potential recipients on a monthly basis when there are material changes that will effect access to services; this includes additions and changes to the provider network. The vendor shall maintain documentation verifying these updates.
- 3.1.3 The vendor will be required to annually make available written materials approved by the Division to inform and educate the target population about the transportation delivery system. The vendor is encouraged to develop supplemental written materials as well. Any materials, including marketing materials, developed by the vendor for distribution to recipients, potential recipients, or providers require prior review and approval by the Division in order that the vendor may assure the Division that all materials, including marketing materials, are accurate and do not mislead, confuse, or defraud recipients of the Division's medical assistance programs.
- 3.1.4 Prior to project implementation, the vendor must notify all current recipients and providers of the changes in the transportation delivery system and the vendor's toll-free number for requesting non-emergency transportation services. The initial mailing is only done one time. This should be mailed 30 days in advance of the start of business that all Medicaid recipients will have received it with sufficient advance notice to plan for their transportation needs with the successful proposer. After the initial mailing, the vendor need only to make materials available as specified in Section 3.1.3. In both cases, the State does not expect or desire that the vendor will encourage individuals to use NET services in place of other available transportation such as their own car or family or friends driving them. The initial mailing shall be at the vendors expense.

It is the intention of the State that the vendor has informational material to distribute to the Medicaid District Offices, the Division of Welfare and Supportive Services offices, and the managed care organizations and the Health Care Guidance Program. Information on changes may be included in informational materials and posted on the State's website and the vendor website. All marketing and informational materials must be approved by the State.

3.2 **VERIFY RECIPIENT ELIGIBILITY**

- 3.2.1 The vendor shall be responsible for receiving and processing all requests for non-emergency transportation services for all eligible Title XIX Medicaid program recipients residing in the State. The vendor shall arrange transportation into and out of the State when appropriate for eligible recipients residing in the State. The vendor is also responsible for arranging transportation for recipients who are being treated outside of the State.
- 3.2.2 DHCFP will provide a HIPAA compliant eligibility file suitable for loading into the vendors system. The file will be refreshed twice a month. For each recipient requesting non-emergency transportation services, the vendor shall verify the recipient's Medicaid eligibility through the provided eligibility file or through the EVS (Electronic Verification of Eligibility) system. Once eligibility for non-emergency transportation services has been verified the vendor may determine which form of transportation service is appropriate. Eligibility status in EVS is not the sole determinant of eligibility for non-emergency transportation services; vendor is responsible to consult the Medicaid Services Manual Chapter 1900 to determine what subpopulations are excluded.

3.3 **ASSESS/AUTHORIZE TRANSPORTATION SERVICES**

- 3.3.1 The vendor and its network providers must have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of service. The vendor must have in effect mechanisms to ensure consistent application of review criteria for authorization decisions and consult with the requesting provider when appropriate.
- 3.3.2 The vendor must ensure that any compensation to individuals or entities that are contracted by the vendor to conduct utilization management activities under this contract is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any recipient.
- 3.3.3 Vendor shall make an assessment of the recipient's level of need for transportation, which shall be in accordance with the Division transportation policies and procedures as set forth in the Medicaid Services Manual (MSM) Chapter 1900 entitled "Transportation Services" and through any Division policy updates, revisions and State Plan Amendments.
- 3.3.4 Pertinent requirements in the transportation needs assessment include:
 - 3.3.4.1 The recipient's program eligibility for non-emergency transportation has been verified on the date of service;
 - 3.3.4.2 The transportation is to and/or from a Nevada Medicaid covered services that are determined medically necessary;
 - 3.3.4.3 The recipient has no other form of transportation available;

- 3.3.4.4 The least costly, but appropriate, mode of transportation is used; and
- 3.3.4.5 That the recipient is using the nearest appropriate provider.
- 3.3.5 The vendor shall authorize or deny non-emergency transportation services for Medicaid recipients based on the above screening criteria. The vendor shall issue a Notice of Decision with appeals rights included for any denial, reduction, or termination of a service. The vendor shall issue a Notice of Decision with appeals rights included for any denial or a reduction in the requested level of service. The vendor may need to contact the recipient's primary care physician to assess and confirm the medical necessity of transportation services.
- 3.3.6 Paratransit transportation may be provided based on assessed medical need. All adult day care riders, adult day Health Care riders, Renal Dialysis riders and behavioral health riders must be assessed by paratransit for eligibility. Recipients with regularly recurring rides to any provider must be assessed by paratransit for eligibility. Recipients who do not cooperate in obtaining a paratransit assessment shall only be issued bus passes. When paratransit transportation is indicated, such transportation services shall be "curb to curb" or "door-to-door", whichever service is necessary for the recipient. Paratransit providers are responsible for assisting riders into and out of the vehicle, but are not responsible for lifting wheelchair or gurney patients up or down stairs.
- 3.3.7 Recipients are responsible for providing car seats, wheelchairs, other devices or equipment, and any extra physical assistance, not required of providers, that they or their escorts need to make the trip. The Division will provide the vendor with instructions and ongoing training on Medicaid policy regarding specific Medicaid programs and covered services.
- 3.3.8 The vendor shall determine and authorize the most appropriate economical mode of transportation for each eligible recipient requesting transportation services. The vendor is encouraged to develop and propose innovative strategies to reduce trip costs such as providing gas vouchers for recipients and making greater use of public transportation.
- 3.3.9 After determining that "no cost" transportation is not available to the recipient, the vendor shall utilize the services of the public transportation, if available and appropriate. The vendor shall have procedures for timely distribution of public transportation tokens and passes to the recipient to make the authorized medical appointment and adequate monitoring procedures in place in order to validate that the tokens/passes were used for authorized medical transportation. The vendor shall obtain prior approval for these procedures from the Division.
- 3.3.10 If the vendor does not utilize the lowest cost transportation provider, the vendor shall document reasons for not utilizing such in the transportation database described in Section 3.6.1. If the vendor authorizes transportation to a provider under this exception, the vendor shall document in the transportation database the reasons the nearest provider is not being utilized. An example would be a paratransit eligible dialysis patient getting a taxi ride immediately following dialysis, while being required to use paratransit for all other NET. Other

examples of exceptions are a recipient who uses bus passes for transport but is expected to be unable to walk that far after a scheduled procedure or a recipient unable to get appointment with closest provider who is no longer accepting new Medicaid recipients.

- 3.3.11 Medicaid funds may not be used to pay for transportation services that are otherwise available without charge to both Medicaid and non-Medicaid recipients. In addition, Medicaid is generally the payor of last resort except for certain Federal programs such as Title V Maternal and Child Health Block Grant funded services or special education related health services funded under the Individuals with Disabilities Education Act (IDEA).

3.4 SCHEDULE, ASSIGN AND DISPATCH TRIPS

- 3.4.1 The vendor shall utilize a method to schedule transportation services once the services are authorized and shall ensure that trip assignment activities are performed efficiently. The scheduling method shall be capable of accommodating advanced reservations, subscription service, and requests for urgent service.
- 3.4.2 Although recipients are urged to make requests for non-emergency transportation services no less than five (5) business days before the service is needed, scheduling problems will occur from time to time when providing urgent services. The vendor shall have a system in place to accommodate sudden, non-emergent facility admits or discharges. The vendor shall develop procedures to deal with last minute requests from recipients, scheduling changes, “no-shows”, and late-running vehicles. A transportation provider must wait at least fifteen (15) minutes after the scheduled pick-up time before “no-showing” the recipient at the pick-up location. The vendor or contracted transportation providers shall not charge recipients for transportation services or for no shows.
- 3.4.3 The vendor must allow one escort, who must be at least 18 years of age or any age if the escort is the parent of the minor child needing transport, to accompany a recipient or group of recipients when escort services are determined medically necessary or for those recipients who are minor children or adjudicated mentally incompetent. A person under the age of 18 must be accompanied by one escort unless that person is married, legally emancipated, or obtaining family planning services. Transportation services may not be authorized for minor children unless a parent or legally responsible adult or other willing adult caregiver accompanies the child. Two escorts are allowed for infants (children under one year of age). Multiple escorts may be allowed in certain situations with the approval of DHCFP. In addition, escort services are available to recipients who require approved Personal Care Aid (PCA) services (pursuant to MSM Chapter 1400) en route to, or at, a destination to obtain Nevada Medicaid covered, medically necessary services when a legally responsible adult or other willing and capable caregiver is unable to accompany them. An escort may be a parent or legal guardian, caretaker, relative, friend or PCA who accompanies the recipient. No charge shall be made for the escort. On a case by case basis, an additional escort may be allowed to accompany a recipient with approval of DHCFP.

3.4.4 Trips shall be scheduled and dispatched to ensure that the average waiting time for pickup or delivery does not exceed fifteen (15) minutes, and at least 90% of all pick-ups must be within fifteen (15) minutes of the scheduled pick-up time, measured on a monthly basis. The vendor shall ensure that recipients arrive at pre-arranged times for appointments and are picked up at pre-arranged times. This section applies to the Vendor. The other time frames apply to recipients.

3.4.5 Basic Steps

The basic steps the vendor is expected to follow in arranging transportation, authorizing the services and reimbursing providers for services are as follows:

- 3.4.5.1 The vendor receives the telephone call from the recipient requesting non-emergency transportation services. The vendor obtains and tracks the trip information including the date, time, name and address of the medical appointment.
- 3.4.5.2 The vendor reviews the trip request and verifies the recipient's Medicaid eligibility for the requested date of service.
- 3.4.5.3 The vendor assesses the recipient's eligibility for transportation services in accordance with current Medicaid transportation policy including that the recipient has no other transportation available and that the trip is to a Medicaid covered service. Any special needs are noted, as they may affect the type of transportation needed.
- 3.4.5.4 Upon completion of the screening of an eligible recipient, the vendor authorizes the transportation service and assigns the trip to the most appropriate and least costly subcontracted transportation provider available, consistent with the transportation needs of the recipient. If the vendor denies the service or reduces the transportation to a level that is less than requested, a Notice of Decision (NOD) is completed in compliance with Chapter 3100 of the Medicaid Services Manual. Notification of a denial includes a description of how to file an appeal and the reason for the denial must be documented and logged.
- 3.4.5.5 The vendor may verify the transportation need by confirming the appointment with the medical provider.
- 3.4.5.6 The vendor contacts the recipient to inform him/her of the transportation arrangements, if this information is not given during the call from the recipient.
- 3.4.5.7 The vendor or transportation provider re-confirms the pick-up with the recipient twenty-four (24) hours ahead of the scheduled medical appointment to reduce the possibility of a no-show.

- 3.4.5.8 The vendor picks up the recipient no later than fifteen (15) minutes past the scheduled time.
- 3.4.5.9 After the trip occurs, the vendor makes payment to the transportation provider promptly upon receipt of a properly completed and verified trip invoice. The vendor may verify that the recipient received the authorized transportation service to a covered medical service.
- 3.4.5.10 These procedures are applicable when subcontracted transportation providers are used. The procedures may vary when public transportation, mileage reimbursement or other appropriate transportation services are used.
- 3.4.6 Timeframes
 - 3.4.6.1 The vendor must provide standard authorization decisions as expeditiously as the recipient's health requires and within the State's established timelines that may not exceed fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days if the recipient requests the extension; or, the vendor justifies (to the DHCFP upon request) a need for additional information and how the extension is in the recipient's interests.
 - 3.4.6.2 The vendor must make an expedited authorization decision for already scheduled medical services that will occur prior to the fourteen (14) calendar days.
- 3.4.7 Frequent No Shows
 - 3.4.7.1 The vendor shall educate and manage recipients who are chronically late, or "no-shows", or abusive. No-shows and allegations of abusive behavior of recipients shall be documented in the transportation database.
 - 3.4.7.2 Recipients who are repeated no-shows or fail to cancel in a timely manner for rides provided by its commercial vendors may be subject to suspensions of services. Recipients who receive a suspension will have the right of a fair hearing.
- 3.4.8 Develop And Implement A Monitoring Plan
 - 3.4.8.1 The vendor is responsible for all services provided by subcontracted transportation providers. The vendor shall ensure adequate oversight of subcontracted transportation providers and ensure that providers comply with all applicable State and Federal laws, regulations and permit requirements.
 - 3.4.8.2 The vendor shall monitor the transportation providers to ensure compliance with the terms of their subcontracts and ensure

compliance with all transportation provider-related requirements of this RFP including driver requirements, vehicle requirements, complaint resolution and delivery of courteous, safe, timely and efficient transportation services.

3.4.8.3 The vendor shall have written procedures in place for taking appropriate corrective action whenever inappropriate or substandard services are furnished or services that should have been furnished were not. In addition, the vendor shall have written procedures for taking appropriate action if a subcontracted transportation provider is out of compliance with Federal, State, or local laws or regulations.

3.4.8.4 In addition to the strict quality assurance standards that the subcontracted providers shall meet, the vendor shall have contract liability insurance coverage in the amount specified in this RFP. The vendor shall promptly report in writing to the Division accidents that have occurred in conjunction with a scheduled trip if a recipient was present in the vehicle. The Division reserves the right to make quality assurance reviews on services under this contract. These reviews may be conducted in an anonymous manner and without advance notice.

3.4.9 Coordinate with the Division and Community Service Providers

Vendor shall coordinate with the Division and community service providers to evaluate opportunities to improve program performance and utilization. The vendor will produce a quarterly report to the Division on these efforts, including outcomes.

3.4.10 Provide Administration Oversight

3.4.10.1 The vendor shall be responsible for the management of overall day-to-day operations necessary for the delivery of non-emergency transportation services and the maintenance of appropriate records and systems of accountability to report to the Division and comply with this RFP. The vendor shall develop an operations procedures manual detailing all procedures to be used in scheduling and delivery of transportation services. Three copies of this manual shall be submitted to the Division for review and approval at least twenty (20) business days prior to the start of operations. The Division shall review and provide revisions or approval within twenty (20) business days of receipt of the manual. The vendor shall incorporate modifications required by the Division within ten (10) business days of notification. A vendor will not be allowed to begin operations without an approved operations procedures manual.

The operations procedures manual shall be given to all vendor staff and shall be incorporated into all training programs for new employees. The manual shall be provided to all transportation providers with whom the vendor has subcontracted. The manual shall

be reviewed in a mandatory orientation program to be provided by the vendor to all contracted transportation providers. The operations procedures manual shall be reviewed and updated annually and whenever changes in operation are made. Updates of the manual must be approved by the Division before distribution.

3.4.10.2 If a payment methodology other than risk based capitation is proposed, the vendor shall bill using billing formats and procedures established by the Division.

3.4.10.3 The vendor must have written policies and procedures and a description of its policies and procedures for the selection and retention of providers following the State's policy for insurance, licensure, and certifications. The vendor must be able to provide documentation that its providers have proper insurance, licensure, and certifications.

3.4.11 Protect Recipient Confidentiality

3.4.11.1 The vendor shall maintain the confidentiality of Medicaid program information. The vendor shall ensure that access to recipient health care information will be limited to the vendor and shall take measures to prudently safeguard and protect unauthorized disclosure of the Medicaid recipient information in its possession. The vendor shall establish internal policies to ensure compliance with Federal and State laws and regulations regarding confidentiality including, but not limited to, 45 CFR Parts 160 and 164. In no event may the vendor provide, grant, allow, or otherwise give, access to Medicaid recipient program information to anyone without the written permission of the Division. The vendor shall assume all liabilities under both State and Federal law in the event that the information is disclosed in any manner. Upon the vendor's receiving any requests for Medicaid information from any individual, entity, corporation, partnership or otherwise, the vendor shall notify the Division within twenty-four (24) hours. The vendor shall ensure that there will be no disclosure of the data except through the Division. The Division shall treat such requests in accordance with all applicable federal regulations and Division policies. In cases where the information requested by outside sources is releasable under the Freedom of Information Act (FOIA), as determined by the Division, the vendor shall provide support for copying and invoicing such documents at the vendor's expense.

3.4.11.2 The vendor shall comply with all federal and State laws and regulations with regards to handling, processing, and using protected health information. This includes, but is not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. These regulations are evolving and are therefore of a dynamic nature. The vendor must keep abreast of the regulations and be able to reach full compliance

within the specified timeframes. Since HIPAA is federal law and its enacting regulations apply to all health care information, the vendor must comply with the HIPAA regulations at no additional cost to the Division.

3.4.12 Maintain Adequate Staff And Facilities

- 3.4.12.1 The vendor shall maintain sufficient levels of staff including supervisory and support staff with appropriate training, work experience, and expertise to perform all contract requirements on an ongoing basis. Telephone and administrative personnel shall be familiar with covered services under Medicaid and other recipient eligibility prerequisites for covered transportation services.
- 3.4.12.2 The vendor shall designate and maintain a Business Manager for this contract who has day-to-day authority to manage the total project. The Business Manager shall be on-site in the business office location approved by the Division during regular working hours. The Business Manager shall also be available to the Division by telephone during regular business hours.
- 3.4.12.3 The Division shall be notified within seven business days of key staffing changes. All change in key staff shall be preapproved by the State. The vendor shall establish a non-residential business office within the State for which the vendor has contract responsibility. The vendor shall maintain office hours from 8:00 AM to 5:00 PM (local time) Monday-Friday except State holidays. The purpose of the business office is for the vendor to have a physical presence within the State for conducting business with Medicaid recipients and transportation providers. Call center staffing may be located at this business office but shall be located within the State unless an out-of-state location is agreed to by the Division.
- 3.4.12.4 The vendor must make available 24-hour, 7 days a week access by telephone to a live voice (an employee of the vendor or an answering service) or an answering machine that will immediately page an on-call employee of the vendor so information may be given to handle a transportation problem that may arise during non-office hours (such as after-hours emergency room discharges or after hours transport to PCPs or urgent care center). The vendor shall have the capacity to send and receive facsimiles and e-mail at the central business office at all times. The vendor shall provide an administrative telephone number that will enable the Division staff to reach the Business Manager and key staff directly, without going through the scheduling staff. The vendor shall have the capacity to reproduce documents as requested.
- 3.4.12.5 All records pertaining to the contract shall be stored at the designated central business office approved by the Division and

shall be readily available for review at the request of the Division or its authorized representatives. Records shall be stored in an orderly and secure manner. Record retention may be kept electronically, but must also be available in hard copy if needed. These records shall be maintained during the course of the contract and for a period of six (6) years thereafter unless an audit is in progress, in which case the records must be maintained for five (5) years after the conclusion of the audit. The vendor's Disaster Recovery Plan is to be explained in the proposal.

3.4.13 Implementation Work Plan

Vendor shall develop a thorough implementation work plan and implementation staffing plan sufficient to ensure service start-up within ninety (90) days of contract award. Vendor must pass a thorough readiness review by the Division or its designated agent 30 calendar days prior to service start date.

3.4.14 Medicaid Policy Manual

Vendors may obtain a copy of the Medicaid Services Manual Chapter 1900: Transportation Services and Chapter 100: Medicaid Program by logging onto the Division's internet website at, www.dhcfp.state.nv.us.

3.5 NETWORK

3.5.1 Recruit and Maintain An Adequate Transportation Provider Network

The vendor must maintain a network of appropriate providers that is supported by written agreements and is sufficient to provide adequate access to all non-emergency transportation services covered under the contract.

In establishing and maintaining the network, the vendor must:

3.5.1.1 Consider the following:

- The expected utilization of services, taking into consideration the characteristics and health care needs of specific Medicaid populations represented in the contract.
- The number and types of non-emergency transportation providers required to furnish the contracted services.
- The geographic location of providers and recipients and whether the non-emergency transportation provider can provide physical access for recipients with disabilities.

3.5.1.2 Meet and require its providers to meet State standards for timely access to care and services, taking into account the urgency of the need for services.

- 3.5.1.3 Establish mechanisms to ensure compliance by providers.
- 3.5.1.4 Monitor providers regularly to determine compliance.
- 3.5.1.5 Take corrective action if there is a failure to comply by network providers.
- 3.5.1.6 Participate in state and federal efforts to promote the delivery of services in a culturally competent manner to all recipients, including those with limited English proficiency and diverse cultural and ethnic backgrounds.
- 3.5.1.7 Recruit and maintain an adequate network of transportation providers. The vendor shall use this network of providers to deliver NET transportation services to Medicaid recipients in the State. The vendor shall have sufficient capacity available through subcontract agreements with transportation providers and other arrangements (i.e., such as public bus and train service, free services or reduced cost services, volunteers or gas reimbursement) to meet all of the non-emergency transportation needs of the Medicaid recipients in the State. Access to transportation services shall be at least comparable to transportation resources available in the general public. Capacity shall include private vehicles, non-emergency ambulance and air, wheelchair vans, public transportation including bus services, and taxicabs.
- 3.5.1.8 The vendor shall not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his/her license or certification under applicable State or local law, solely on the basis of that license or certification. If the vendor declines to include an individual or groups of providers in its network, it must give the effected network provider(s) written notice of the reason for its decision. 42 CFR 438.12 (a) may not be construed to require the vendor to contract with providers beyond the number necessary to meet the needs of its recipients; preclude the vendor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or preclude the vendor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to recipients.
- 3.5.1.9 Provide to the State supporting documentation, in a format specified by the State that demonstrates it has the capacity to serve the expected enrollment in its service area in accordance with the State's standards for access to care. Access to care is a recipient's ability to obtain transportation to medical care. The vendor must give assurances to the State and provide supporting documentation that demonstrates that it has the capacity to serve the expected enrollment and maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the

anticipated number of enrollees in the service area in a timely manner as defined in this RFP. Such documentation must demonstrate that the vendor offers an appropriate range of non-emergency transportation services and maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of recipients in the service area. The vendor must submit such documentation at the time it enters into a contract with the State and at anytime thereafter when there has been a significant change, as defined by the State, in the vendor's operations that would affect adequate capacity and services. A significant change includes but may not be limited to: changes in the vendor's services, benefits, geographic service area or payments, enrollment of a new population in the network, or a change in ownership of the vendor. Supporting documentation and formatting will be discussed upon acceptance of contract.

- 3.5.1.10 Ensure transportation to Medicaid covered services shall be available to eligible recipients throughout the State. The vendor shall ensure the provision of service delivery to meet the needs of recipients under the provisions of this contract and the Medicaid Services Manual Chapter 1900. Whenever possible, the vendor shall establish subcontracts with existing Medicaid enrolled non-emergency transportation providers in the State. The vendor shall provide services through subcontracts with public, not-for-profit, and for-profit organizations, and individual qualified operators.
- 3.5.1.11 The vendor shall develop resources for the transportation of recipients who do not meet the criteria for emergency or specialty care transportation. Scheduled Emergencies who need additional monitoring or medically necessary services are a covered NET service. Scheduled Emergencies who need additional monitoring or medically necessary services are defined as an emergency transport and are not a NET covered service.
- A. Vendor shall be responsible for all transportation that is not an emergency or specialty care transportation. These transports may require additional escorts.
 - B. The vendor and its network providers must have in place and follow written policies and procedures for processing requests for initial and continuing authorizations of service for transportation requiring additional escorts or services. The vendor must have in effect mechanisms to ensure consistent application of review criteria for authorization decisions and consult with the requesting provider when appropriate.
 - C. The vendor shall utilize a method to schedule transportation services requiring additional escorts or services, once the services are authorized and shall ensure that trip assignment

activities are performed efficiently. The scheduling method shall be capable of accommodating advanced reservations, subscription service, and requests for urgent service. Vendor shall also make an assessment of the recipient's need for transportation.

- 3.5.1.12 Ensure that non-English speaking recipients can access transportation services. Where language barriers exist, the vendor must assure communication for the recipient by providing oral interpretation services. The vendor must also develop appropriate alternative methods for communicating with visually and hearing-impaired recipients, and accommodating physically disabled recipients in accordance with the requirements of the Americans with Disabilities Act of 1990.
- 3.5.1.13 The vendor is prohibited from contracting with providers who have been determined to have committed fraud or abuse by the Medicaid program. The Division will provide the vendor with a list of currently enrolled ambulance companies and those transportation providers terminated by the State.
- 3.5.1.14 The vendor is prohibited from contracting with providers who presently are on the list of debarred individuals by the Office of the Inspector General (OIG), or could be, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any federal department or agency.
- 3.5.1.15 The vendor is prohibited from (1) being an owner, in full or in part, of any organization participating as a transportation provider in the Medicaid program, or (2) having an equity interest in or being involved in the management of the organization or entity. This prohibition applies as well to family members of vendor owners and managers, as well as to any administrative or management services subcontractors of vendor on this project.
- A. The broker shall advise DHCFP in writing of all financial relationship and transactions between itself and a NET provider (for instance, loans, grants, etc.), specifying the nature of the relationship and the terms and conditions governing it. Such relationships and transactions are not permitted without written approval of the DHCFP administrator.
- 3.5.1.16 All subcontracts for the provision of transportation services shall specify the following minimum requirements:

- A. Responsibilities of the vendor and subcontracted transportation provider;
- B. Scope of services required from the transportation provider;
- C. Insurance requirements;
- D. How the services, activities, and tasks to be performed by the transportation provider will be carried out;
- E. Pickup and delivery requirements;
- F. Driver and vehicle requirements;
- G. Training and orientation requirements for transportation providers and drivers;
- H. Procedures the vendor will employ to monitor the transportation provider and how non-compliance will be addressed by the vendor;
- I. Contract effective date and duration, termination, and renewal options;
- J. Reporting requirements of the transportation providers and expectations regarding driver logs;
- K. Financial terms of the agreement including billing schedules and terms of payment for the various modes;
- L. Provider dispute procedures;
- M. Staff, vehicle, and equipment requirements and service standards necessary to carry out the range of services covered;
- N. Confidentiality relating to recipient data; and
- O. Agreement by the transportation provider to be bound by the mandatory terms and conditions of the vendor contract.

3.5.1.17 The vendor shall require the transportation provider drivers to maintain a daily paper or electronic log, containing, at a minimum, the following information:

- A. Date;
- B. Driver's name;
- C. Driver's signature (or authenticated log-in ID);

- D. Vehicle ID number(s);
- E. Transportation provider name and number;
- F. Actual start time (from base station) in military time;
- G. Each authorized recipient with actual pick up time (in military time);
- H. Actual pick-up location;
- I. No-show indicator;
- J. Each actual drop off time (military time) for authorized recipient;
- K. Actual drop-off location;
- L. Authenticating recipient signature or ID card swipe;
- M. Actual number of companions, per trip;
- N. Actual return time (to base station) in military time;
- O. Odometer mileage at each pickup and drop-off;
- P. Authorized stamp and signature of transportation provider; and
- Q. Other pertinent information regarding completion of the trips.

3.5.1.18 Subcontracts

The vendor must maintain oversight and is responsible for any functions and responsibilities it delegates to any subcontracted provider, (This applies to companies subcontracted as dedicated transportation providers. It does not apply to volunteer drivers, public transportation, persons receiving gas reimbursement or taxi cabs.) including:

- A. All subcontracts must fulfill the requirements of 42 CFR Part 438 that are appropriate to the services or activity delegated under the subcontract;
- B. The vendor must evaluate each prospective subcontractor's ability to perform any activities to be delegated;
- C. The vendor must have a written agreement between the vendor and the subcontractor which specifies the activities and responsibilities delegated to the subcontractor and provides for

revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate; and

- D. The vendor must monitor the subcontractor's performance on an ongoing basis and subject to formal review according to a periodic schedule established by the Division, consistent with industry standards or state laws and regulations.

The vendor must identify deficiencies or areas for improvement and must take, and require its subcontractor to take, corrective action. **All subcontract forms must be approved by DHCFP.**

3.5.1.19 Non-Discrimination

Pursuant to 42 CFR 438.214(c), the Contractor must develop policies and procedures which strictly prohibit discrimination against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.

3.5.2 Ensure Compliance With Driver And Vehicle Requirements

These requirements shall be included in all subcontractor agreements with transportation providers. The vendor may establish additional requirements on vehicles including wheel chair vans and ambulances and drivers that are subject to prior approval from the Division. The vendor shall ensure that the providers of wheelchair vans and ambulance providers adhere to these requirements as well any other applicable Federal and State requirements.

3.5.2.1 Requirements for Drivers

The vendor shall ensure that all drivers of vehicles transporting Medicaid program recipients meet the following requirements:

- A. All drivers, at all times during their employment, shall be at least 18 years of age and have a current valid driver's license from the State of Nevada to operate the transportation vehicle to which they are assigned and shall be competent in their driver habits.

- B. Drivers shall have no more than one chargeable accident and/or two moving violations in the last three years. Drivers shall not have had their driver's license, commercial or other, suspended or revoked in the previous five years. Drivers shall not have any prior convictions for sexual abuse, crime of violence, or Medicaid fraud. Approval of any driver who has been convicted of a felony shall be obtained from the Division before employment by the vendor.
- C. All drivers shall be courteous, patient and helpful to all passengers and drivers shall be neat and clean in appearance.
- D. No driver or attendant shall use alcohol, narcotics, medical marijuana, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time. The transportation provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of recipients, whether those drugs are legally prescribed or not.
- E. All drivers and attendants shall wear or have visible, easily readable proper organization identification.
- F. At no time shall drivers or attendants smoke while in the vehicle, while involved in recipient assistance, or in the presence of any recipient.
- G. Drivers shall not wear any type of headphones or use cell phones, except for dispatch purposes, at any time while on duty.
- H. Drivers shall not use cell phones while operating vehicles.
- I. Drivers shall assist passengers in the process of being seated and confirm that all seat belts are fastened properly and wheelchairs and wheelchair passengers are properly secured.
- J. Drivers shall provide necessary assistance, support, and oral directions to passengers. Such assistance shall include assistance with recipients of limited mobility, and movement and storage of mobility aids and wheelchairs.
- K. Vendor shall provide, or ensure that its subcontractors provide, classroom and behind-the-wheel training for all drivers within thirty (30) days of beginning service under this agreement. Driver training shall, at a minimum, include defensive driving techniques, wheelchair securement and lift operation when applicable, cultural and disability sensitivity training, passenger assistance techniques, first aid, and general customer service.

3.5.2.2 Requirements for Provider Vehicles

The vendor shall ensure that all transportation providers maintain all vehicles adequately to meet the requirements of this RFP and resultant contract. Vehicles and all components shall comply with or exceed State, Federal, and manufacturer's safety and mechanical operating and maintenance standards for the vehicles. Vehicles shall comply with the Americans with Disabilities Act (ADA) regulations.

3.5.2.3 All vehicles shall meet the following requirements:

- A. The transportation provider shall provide and use a two-way communication system linking all vehicles used in delivering the services under this contract with the transportation provider's major place of business. Pagers are not an acceptable substitute.
- B. All vehicles shall be equipped with adequate heating and air-conditioning.
- C. All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position pursuant to NRS 484.641. Each vehicle shall utilize child safety seats when transporting children under age six (6) and weighing 60 pounds or less. Child safety seats shall meet standards and be used in a manner prescribed in NRS 484.474.
- D. All vehicles shall have a functioning speedometer and odometer.
- E. All vehicles shall have two exterior side view mirrors, one on each side of the vehicle.
- F. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
- G. The interior and exterior of the vehicle shall be clean and the exterior free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicles.
- H. The vehicle shall have passenger compartments that are clean, free from torn upholstery or floor or ceiling covering, damaged or broken seats, protruding sharp edges and shall also be free of dirt, oil, grease or litter.
- I. All vehicles shall have the transportation provider's name, vehicle number, and the vendor's toll free and local phone number prominently placed within the interior of each vehicle.

This information and the complaint procedures shall be available in written form in each vehicle for distribution to recipients on request.

- J. Smoking is prohibited in all vehicles while transporting Medicaid program recipients. All vehicles shall have the following signs posted in all vehicle interiors, easily visible to the passengers:
 - 1. "NO SMOKING"
 - 2. "ALL PASSENGERS MUST USE SEAT BELTS"
- K. All vehicles shall include a vehicle information packet containing vehicle registration, insurance card and accident procedures and forms.
- L. All vehicles shall be provided with a fully equipped first aid kit.
- M. Each vehicle shall contain a current map of the applicable State(s) with sufficient detail to locate recipients and medical providers.
- N. In compliance with NAC 706.191, all vehicles shall have a minimum of combined single limit insurance coverage for vehicles at all times during the contract period.
- O. Any vehicle or driver found out of compliance with this RFP, resultant contract Requirements, or any State or Federal regulations shall be removed from service immediately until the vendor verifies correction of deficiencies. Any deficiencies and actions taken shall be documented and become a part of the vehicle's and the driver's permanent records.
- P. The vendor shall develop and implement an annual inspection process in addition to the applicable State vehicle inspection requirements to verify that vehicles used by transportation subcontracted providers meet the above requirements and that safety and passenger comfort features are in good working order (e.g., brakes, tire, tread, signals, horn, seat belts, air conditioning/heating, etc.). Prior to execution of this Contract and the service agreement between the vendor and each transportation provider, the vendor shall complete an initial inspection of all the transportation provider's vehicles. Records of all inspections shall be maintained.
- Q. All vehicles must carry at all times a copy of the Letter of Exemption issued by DHCFP to the vendor certifying that the vehicle is exempt from the need to obtain a Certificate of Public Convenience and Necessity pursuant to NRS 706.158 and NRS 706.745.

- 3.5.3 The NET broker shall ensure adequate oversight of subcontracted transportation providers and ensure that providers comply with all applicable Local, State and Federal laws, regulations and permit requirements. This duty includes, but is not limited to verification that each provider maintains at all times:
- 3.5.3.1 Insurance which complies with the standards at 49 C.F.R. 387 subpart B, N.A.C. §706.191(1-3), and which provide for notice of the status of the policy to the Administrator of Nevada Medicaid upon expiration, termination, or at any time requested by the Administrator;
 - 3.5.3.2 An alcohol and substance abuse testing program which complies with standards at 49 C.F.R. Part 382;
 - 3.5.3.3 Criminal background checks conducted periodically that assure criteria in MSM Chapter §100 are met;
 - 3.5.3.4 Signage on all vehicles identifying those operating under any exemption from Nevada Transportation Authority (NTA) regulation;
 - 3.5.3.5 Documentation in each vehicle of any exemption from NTA regulation; and
 - 3.5.3.6 Current provider agreements with Nevada Medicaid.

As a contracted agent of the Director of the Department of Health and Human Services (DHHS), subject to the requirements of NRS § 422.2705 and NRS § 706.745. The NET broker may utilize the services of motor carriers that are exempt from certain certification requirements of the NTA of the Department of Business and Industry. Prior to exercising this option, the NET broker shall, with the assistance of the NTA, establish and utilize an inspection program designed to ensure that vehicles used by these motor carriers, and their operations, are safe. The NET broker shall also require these same motor carriers to submit proof of a liability insurance policy, certificate of insurance or surety which is substantially equivalent in form and is in the same amount or in a greater amount than the policy, certificate or surety required by the Department of Motor Vehicles (DMV) pursuant to NRS 706.291 for a similar situated motor carrier. The NET broker shall certify the transportation providers meet insurance requirements, vehicle safety standards, and driver background and drug tests cited in chapter 706 before a letter of exemption will be issued by DHC FP for that transportation provider.

3.5.4 Volunteer Drivers

The vendor is encouraged to use recipient vouchers and/or volunteer programs to provide the most cost efficient transportation service to the recipient if such

transportation is appropriate to meet the needs of the recipient. The vendor shall have procedures in place to verify and document vehicles and drivers used in reimbursement and volunteer programs that comply with appropriate State operating requirements, driver's licensure, vehicle registration and insurance coverage. The vendor shall obtain prior Division approval for the reimbursement method and schedule for recipient vouchers and/or mileage reimbursement.

3.6 FISCAL REQUIREMENTS

3.6.1 Provide Reimbursement For Transportation Services

3.6.1.1 The vendor may negotiate individual service delivery rates through competitive bidding or utilize other strategies to ensure the least costly and most appropriate transportation services are provided. The vendor shall provide reasonable reimbursement of subcontracted transportation providers to ensure adequate transportation service capacity and accessibility to meet the transportation needs of Medicaid program recipients within the timeframes and standards specified in this RFP.

3.6.1.2 Vendor shall provide timely payment to each contracted transportation provider based on the authorized services rendered. Full payment of all authorized trips shall be made to the transportation provider within forty-five (45) calendar days of receipt of a valid invoice. The vendor's payment procedures shall ensure that transportation provider claims for reimbursement match verification of authorized trips. These procedures shall include one hundred percent (100%) verification of appointments with medical providers on recipient mileage reimbursement and when otherwise appropriate. The vendor shall validate that all transportation services paid for under this RFP are properly authorized and actually rendered. The vendor shall also have adequate safeguards in place against fraudulent activity by transportation providers and recipients.

In the event a network provider bills a liable third party or other health care (OHC) coverage for non-emergency transportation services prior to submitting a claim to the vendor, the provider shall submit a claim to the vendor for reimbursement of any remaining co-payments. The provider shall be required to attach the Explanation of Benefits (EOB) to the claim submitted to the vendor and the vendor shall reimburse the claim up to the Medicaid maximum allowable, if any. No prior authorization is required under these circumstances. This claims submission policy must be included in the vendor's network provider policies and procedures.

3.6.1.3 Balance billing by providers is prohibited.

3.6.1.4 Vendor Liability:

The vendor must ensure that its recipients are not held liable for any of the following:

- A. The vendor's debts, in the event of the vendor's insolvency;
- B. For services provided to the recipient in the event of the provider failing to receive payment from the vendor for such services;
- C. For services provided to a recipient in the event a transportation provider with a contractual, referral, or other arrangement with the vendor (such as an out of network provider) fails to receive payment from the State or the vendor for such services;
- D. For services provided to the recipient in the event of the vendor failing to receive payment from the State for such services; and
- E. In the event of the vendor's insolvency, the vendor must cover continuation of services to recipients for duration of period for which payment has been made.
- F. The requirements set forth in A through E above shall be included in all subcontracts.

3.6.1.5 When a service is provided by a Medicaid provider, which is not a Medicaid covered service, the recipient is only responsible for payment if a signed written agreement is in place prior to the service being rendered.

3.6.1.6 Performance Security Deposit

The vendor is required to provide a performance security deposit in the form of a bond furnished by a surety company authorized to do business in the State of Nevada - to DHCFP in order to guarantee payment of the vendor's obligations under this contract. Other types of security may be considered with the approval of the State's Risk Management Division. The performance security deposit may be utilized by DHCFP to remedy any breach of contract or sanctions imposed on the vendor and shall meet the following criteria:

- A. The amount of the performance security deposit shall be equal to one hundred and ten percent (110%) of highest month's total capitation amount in the first quarter or five hundred thousand dollars (\$500,000.00), whichever is greater. This must be deposited with the State Treasurer within fifteen (15) calendar days after the end of the first quarter of the contract. The total capitation amount is the sum of all capitation payments for all enrollees for the month; and
- B. After the initial year of the contract DHCFP will require the vendor to increase the performance security deposit amount to

reflect an amount equal to one hundred and ten percent (110%) of the preceding year's highest month's total capitation payment or five hundred thousand dollars (\$500,000.00), whichever is greater.

C. Vendors submitting performance security to the State of Nevada in the form a surety bond must utilize a company that meets the below listed requirements:

- A.M. Best A-VII rated insurance company.
- Certified by the Department of Treasury, Financial Management Services for Nevada.
- Licensed by the Nevada Department of Business and Industry, Insurance Division.

The vendor must maintain the performance security deposit after the contract term for a length of time to be determined by DHCFP in order to cover all outstanding liabilities.

3.6.2 Third-Party Liability and Subrogation

3.6.2.1 Third-party liability (TPL) refers to any individual, entity (e.g., insurance company) or program (e.g., Medicare), including group health plans, as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974 (29 USC and 1167 (1)) service benefits plans, and vendors that are or may be liable for all or part of a recipient's health coverage. Under Section 1902(a)(25) of the Social Security Act, DHCFP and its contractors are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid. The possibility exists that a recipient has another insurance plan that covers air ambulance or other transportation. The State can provide a list of recipients known to have third party coverage.

3.6.2.2 The vendor shall act as the State's authorized agent for the limited purpose of TPL collection, within the limitation of the Fair Debt Collection Practices Act, 15 USC § 1692, of all third-party liability (TPL) pursuant to 42 CFR § 433.135 et seq and 42 CFR 433.147. If a capitated payment model is used, the contracted vendor's capitated payments shall include an offset in the rates for these collections. The contracted vendor shall vigorously pursue and bill prior TPL resources as these amounts are considered part of their risk based capitation payment. The contracted vendor is prohibited from delegating this responsibility to its providers and/or members of its provider network. The vendor shall reimburse provider claims regardless of any TPL or subrogation resource and shall not pend, deny, or hold in abeyance any provider claim for the sole purpose of awaiting or pursuing a TPL or subrogation collection or payment. The vendor must utilize the EVS eligibility system to determine if casualty claims are filed and recover costs through subrogation on

behalf of Medicaid recipients. The vendor must determine the third party and seek payment; the vendor is prohibited from delegating this responsibility to its providers and/or members of its provider network. All information on the third party, including collections and collection attempts are to be reported to DHCFP in a format prescribed by the State.

3.7 **REPORTING**

3.7.1 Submit Management Reports

The vendor shall submit accurate and complete management reports to the Division at requested intervals or on demand. The vendor shall provide the following management reports, at a minimum, to the Division on the frequency and in the specified format indicated below:

- 3.7.1.1 Transportation Summary Report summarizing all adverse actions and authorizations for transportation services by type of transportation. This information is to be provided in electronic media to the Division within ten (10) business days after the close of the month in format prescribed by the Division. Report must show utilization by Medicaid.
- 3.7.1.2 Call Center Report summarizing call volume, nature of calls, number of calls abandoned, and information listed in Section 3.6 of this RFP within ten (10) business days after the close of each month in format prescribed by the Division.
- 3.7.1.3 Recipient Satisfaction Survey Report summarizing the results of the surveys described in Section 3.7.2.3 to be submitted to the Division timely, pursuant to Section 3.7.2.3 of this RFP.
- 3.7.1.4 Grievance Log summarizing complaints received and their resolution including any corrective action taken, along with any pending or unresolved grievances. The Grievance Log shall be delivered to the Division within twenty (20) business days of the close of each month.
- 3.7.1.5 Annual Transportation Report describing the project and contracted services, major problems and issues and how they were addressed, and future plans. Also, a statistical summary of services provided and other pertinent information. A draft of the report shall be submitted to the Division within sixty (60) business days after the close of each year of operation and the final report shall be submitted to the Division within thirty (30) business days of receipt of the Division comments.

- 3.7.1.6 High Cost Users Report: summarizing the monthly miles, level of service, cost, cost per mile, recipient ID number, location, and the name of the transportation provider. The report is due 45 days from the end of each fiscal quarter.
- 3.7.1.7 Monthly Cost Report: shows costs associated with providing NET by the type of transportation and by the amount spent per recipient.
- 3.7.1.8 Other operational, management and/or ad hoc reports as required by the Division, with reasonable notice or upon demand.
- 3.7.1.9 Any other reports the vendor produces, which may be of value to the Division.
- 3.7.1.10 Fraud and Abuse Reporting: Pursuant to 42 CFR 455.1(a)(1), the vendor must report fraud and abuse information to the state. Minimum reporting requirements include the number of complaints of fraud and abuse made that warrant preliminary investigation by the State. For each report which warrants investigation, the vendor must provide to the State:
 - A. The provider name/recipient name and ID number;
 - B. The source of the complaint;
 - C. The type of provider;
 - D. The nature of the complaint;
 - E. Approximate dollars involved; and
 - F. Legal and administrative disposition of the case.
- 3.7.1.11 Upon project implementation, monthly reports must be delivered via e-mail to the current transportation program manager no later than the fifteenth (15th) business day of each month. The e-mail address may be obtained by contacting the contract monitor.
- 3.7.1.12 Timely receipt of reports shall be a prerequisite for authorization of monthly payment to the vendor. Therefore, failure to provide accurate and complete management reports by reporting deadlines may result in delay or suspension of payment to the vendor until the reports are received and approved by the Division. Failure to provide accurate and complete reports by reporting deadlines may also result in contract suspension or termination.
- 3.7.1.13 Vendor shall provide utilization data as requested to the State's contracted actuary. Utilization data must be separated by Medicaid and Nevada Check-up.

3.7.2 Report Encounter Data On A Monthly Basis

- 3.7.2.1 Electronically transmit monthly Encounter Data on all completed transportation services authorized by the vendor. The data elements shall be based on the CMS 1500 format and include recipient's

name, Medicaid ID number, date of service, transportation service provider, service type, pick-up point, destination, and miles. CMS' specifications are subject to change, and other data elements may be specified by the Division. The submission format to the Division shall be in ANSI X12 837 format for transportation services, or what format may supplant that specification at a future date.

3.7.2.2 The vendor shall upgrade to subsequent versions of this Format as specified by the Division. The Division will provide the vendor with a minimum sixty (60) calendar day advance notice prior to the date of implementation of the revision. The data are to be provided to the Division within ten (10) business days after the close of the month using a mode of transmission and format specified by the Division. In the event the data submission contains erroneous data as determined by the Division, the vendor has thirty (30) days to correct the errors and resubmit to the Division.

3.7.2.3 Independent Customer Satisfaction Survey

As part of the QA Monitoring Plan, the vendor will perform and submit an annual customer service survey regarding Medicaid transportation. The initial period shall be the first twelve (12) months the vendor delivers services under this RFP. The survey shall be in a format and use sampling strategies that are provided or approved by the Division. Periodic sampling issues may include, but are not be limited to:

- A. Convenience of scheduling trip;
- B. Call answered promptly;
- C. Operator courteous and respectful;
- D. Satisfaction with NET provider's staff;
- E. Confirmation of scheduled trip;
- F. Driver arrive within 15 minutes of scheduled trip;
- G. Driver and vendor staff courtesy;
- H. Driver assistance when required;
- I. Overall driver behavior;
- J. Driver safety and operation of the vehicle;
- K. Condition, comfort and convenience of the vehicle; and
- L. Punctuality of arrival time.

The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which the vendor's and transportation provider's staff interacted with recipients. The vendor shall allow recipients to respond to surveys within sixty (60) days of mailing. Upon receipt of the survey sample response, surveys shall be collected and compiled by the vendor into a reporting format with the original surveys attached. These reports are to be submitted to the Division no later than ninety (90) days following the mailing of the survey.

3.8 GRIEVANCES, APPEALS, AND FAIR HEARINGS

3.8.1 Notice of Decision

The vendor may take action on a recipient's transportation service authorization request based on Medicaid guidelines set forth in Chapter 1900 of the Medicaid Services Manual (MSM). The service authorization request may be denied or limited (i.e. denied in part, or reduced) based on MSM policies. The vendor shall notify each recipient in writing of the reason for the adverse action on their transportation service authorization request within ten (10) business days of the adverse action. Pursuant to 42 CFR 438.10 (h), the Notice of Decision (NOD) shall include information regarding the recipient's right to a State Fair Hearing, the method for obtaining a State Fair Hearing, and the rules that govern the recipient's right to representation. The vendor must provide a written Notice of Decision (NOD) to the recipient of any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested.

The notice of Decision must include the following information:

- 3.8.1.1 The action the Contractor or its network provider has taken or intends to take;
- 3.8.1.2 The reasons for the action (including the MSM section that calls for the action);
- 3.8.1.3 The recipient's right to request a State Fair Hearing;
- 3.8.1.4 The method of obtaining a State Fair Hearing;
- 3.8.1.5 The rules that govern representation at a State Fair Hearing;
- 3.8.1.6 The right of the recipient to request a State Fair Hearing and how to do so;
- 3.8.1.7 The right to request to receive benefits while the hearing is pending and how to make this request;
- 3.8.1.8 That the recipient may be held liable for the cost of transportation services if the hearing decision upholds the vendor's action; and
- 3.8.1.9 The Contractor is required to maintain records of grievances and NODs, which the State will review as part of the State's contract monitoring and management oversight.

3.8.2 Grievances

The vendor is responsible for receiving and responding to all written or verbal grievances from recipients, providers, Division, or other sources with regard to the delivery of non-emergency transportation services under this contract. A complaint is defined as a verbal or written expression of dissatisfaction with some

aspect of NET services. The vendor should encourage those with verbal complaints to submit them as written complaints.

3.8.2.1 The vendor shall attempt to respond verbally to the recipients, authorized representative, the Division or provider grievances within twenty-four (24) hours of receipt of the grievance. The vendor shall respond to written grievances in writing within seventy-two (72) hours.

3.8.2.2 The vendor must have a process with which to address recipient authorized representative, the Division or provider grievances. The vendor's grievance process must be in writing and submitted to DHCFP for review and approval at the time of contract implementation. DHCFP will refer all recipient grievances to the vendor for resolution. The vendor must provide information about its grievance process to all providers and subcontractors, at the time they enter into a contract.

3.8.2.3 The vendor is required to dispose of each grievance and provide notice as expeditiously as the recipient's health condition requires within the State's established time frames which allows the vendor no more than ninety (90) days from the date the grievance is received by the vendor or a network provider. In addition, the vendor must:

- A. Provide recipients any reasonable assistance in completing forms and taking other procedural steps. This includes but is not limited to providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability;
- B. Acknowledge receipt of each grievance;
- C. Ensure that the individuals who make decisions on grievances were not involved in any previous level of review or decision-making; and
- D. The vendor shall notify the recipient of the disposition of grievances in written format. The written notice must include the results of the resolution process and the date it was completed.

3.8.2.4 The vendor must establish a process to resolve any provider grievances that are separate from, and not a party to, grievances submitted by providers on behalf of recipients. Written grievance procedures must be included, for review and approval, at the time the vendor policies and procedures are submitted to the DHCFP and at any time thereafter when the vendor's provider grievance policies and procedures have been revised or updated.

3.8.2.5 The vendor must accept written or oral grievances that are submitted directly by the provider as well as those that are submitted from other sources, including the DHCFP. The vendor must keep a written or electronic record of each provider grievance to include a description of the issue, the date filed, the dates and nature of actions taken, and the final resolution. The vendor must issue a final decision, in writing, no later than ***Ninety (90) days after a grievance is filed.***

3.8.2.6 The vendor shall establish and maintain standardized written procedures for handling all grievances, including documentation requirements. Investigation shall entail obtaining as much factual information about the grievance as is made available during the course of the investigation. The vendor shall attempt to resolve the grievance, if possible. The vendor shall maintain a log of all grievances, verbal and written, with documentation of the grievance and action taken to resolve the grievance. The vendor shall compile a summary report and analyze grievances received on a monthly basis to determine quality of services to recipients and noting patterns or trends of grievances received. This summary report shall be submitted to the Division by the 20th working day following the close of the reporting month. The vendor shall analyze the grievance data for quality improvement as an integral part of its QA Monitoring Plan.

3.8.3 Appeals

3.8.3.1 The vendor must establish an appeals process to review any decision denying, terminating or reducing services and any decisions resulting from a grievance from a provider or a recipient. The review shall be performed by parties other than those making the original decision and who possess the authority to uphold, modify, or reverse the original decision. The Written Appeals procedures must be included, for review and approval, at the time the vendor policies and procedures are submitted to the DHCFP and at anytime thereafter when the vendor's provider appeals policies and procedures have been revised or updated.

The vendor must accept written or oral appeals that are submitted directly by the provider as well as those that are submitted from other sources, including the DHCFP. An oral appeal must be followed by a written, signed appeal; however, the oral appeal must count as the initial date of appeal. The vendor must keep a written or electronic record of each provider appeal to include a description of the issue, the date filed, the dates and nature of actions taken, and the final resolution. The vendor must issue a final decision, in writing, no later than ***Thirty (30) days after an appeal is filed.***

3.8.3.2 The State Fair Hearing process is described in Chapter 3100 and Chapter 1900 of the Medicaid Services Manual. The NET vendor is

required to provide access to State Fair Hearing in the event an action is taken by the vendor on a recipient's service authorization request. A recipient, recipient's representative or the representative of a deceased recipient's estate has the right to request a State Fair Hearing. The vendor will participate in the State Fair Hearing process, at the vendor's expense, in each circumstance in which a recipient for whom the vendor has made an adverse determination requests a State Fair Hearing. The vendor is bound by the decision of the Fair Hearing Officer. Recipient grievances eligible for the State Fair Hearing process include:

- A. Denial or limited authorization of a requested service;
- B. Reduction, suspension or termination of a previously authorized service; and
- C. Failure of the vendor to meet specified timeframes (e.g., authorization, claims processing, appeal resolution).

3.8.3.3 Pursuant to Nevada Revised Statute 422.306, when a provider has exhausted the vendor's internal appeals process, the provider has the right to submit a written request to the DHCFP for a State Fair Hearing. It is the vendor's responsibility to notify the provider of this right at the time the provider enters into a contract with the vendor and when the outcome of an appeal is not wholly in favor of the provider pursuant to 42 CFR 431.200(b); 42 CFR 431.220(5); 42 CFR 438.414; and 42 CFR 438.10(g)(1). Provider grievances eligible for the State Fair Hearing process include:

- A. Denial or limited authorization of a requested service;
- B. Reduction, suspension or termination of a previously authorized service;
- C. Denial, in whole or in part, of payment for a service;
- D. Demand for recoupment; or

Failure of the vendor to meet specified timeframes (e.g., authorization, claims processing, appeal resolution).

The DHCFP will not accept requests for State Fair Hearings that address provider enrollment, termination or other contract disputes between the vendor and its providers and/or subcontractors.

3.8.4 Recipient Rights

Pursuant to 42 CFR 438.100(c), the vendor shall ensure that each recipient is free to exercise his or her rights and that by the exercise of those rights, no adverse effect will result in the way the vendor treats the recipient.

3.9 INFORMATION SYSTEMS AND TECHNICAL REQUIREMENTS

3.9.1 Establish And Maintain A Transportation Database

3.9.1.1 The vendor shall establish and maintain a HIPAA compliant computer database sufficient to meet the needs of the transportation program. The vendor shall maintain person level computerized data on recipients that contain the following data elements, at a minimum:

- A. Recipient's name;
- B. Date of birth/age;
- C. Sex;
- D. Medicaid ID number;
- E. Address;
- F. Telephone/e-mail;
- G. Directions to home;
- H. Program eligibility;
- I. Managed care program status;
- J. Name of primary care provider (PCP);
- K. Telephone of PCP;
- L. Third party liability status;
- M. Special needs (medical condition, language, dependents, escorts);
- N. Required mode of transportation (wheel chair);
- O. Verification of medical appointment, if applicable;
- P. Notes (abusive behavior, complaint history, etc);
- Q. Existence of a legally responsible individual; and
- R. Authorized assessed level of needs.

3.9.1.2 The vendor shall also maintain a daily-computerized Trip Log (excludes public bus transportation) that documents the following data elements, at a minimum:

- A. Recipient name;
- B. Medicaid ID number;
- C. Requester name (if different);
- D. Date/time of request;
- E. Date/time of medical appointment;
- F. Mode of transportation requested/mode authorized;
- G. Justification of mode authorized;
- H. Scheduled time of pickup/drop off;
- I. Actual time of pickup/drop off;
- J. Scheduled companions or escorts;
- K. Pickup location;
- L. Drop off location;

- M. Referral, approval, or denial (include reason) of transportation;
- N. Ancillary expenses authorized (parking, tolls, etc);
- O. Transportation provider number, assigned by vendor;
- P. Date/time of notification to transportation provider;
- Q. Trip Mileage;
- R. Staff member referring/authorizing/denying request;
- S. Notes (cancellation, incomplete request, no-show, abusive behavior occurrence);
- T. Driver name or ID#; and
- U. Drivers' insurance policy name and number.

The drivers' insurance policy name and number on a trip log is required for immediate access for various liability reasons. NET Transportation is provided during various times of the day; before and after office hours including weekends, thus requiring quick access to the driver's insurance policy name and number.

3.9.1.3 The vendor shall utilize a computer software package for trip planning, which includes the accurate determination of the mileage from the recipient's residence to the medical service site and the return trip. The vendor shall maintain electronic and hard copy files on completed transportation trips, by transportation provider.

3.9.1.4 The vendor's computer system shall accommodate the following functions for daily operations, service authorization, trip scheduling, provider reimbursement, recipient monitoring and reporting:

- A. Record recipient and trip log data and store it in a designated database format;
- B. Back up the database on a daily basis; and
- C. Be able to pull data by recipient ID number, name, date or other identifier to create a history of approvals and denials for at least a 24-month period. This file shall be available to the Division within 24 hours of the request.

3.9.1.5 The vendor shall be responsible for all programming functions and costs associated with the maintenance of this database.

3.9.1.6 The vendor shall be responsible for developing the necessary interfaces with the Medicaid Management Information System (MMIS), including but not limited to the delivery of encounter data.

3.9.2 Establish And Maintain A Telephone Call Center

3.9.2.1 Professional, prompt, and courteous customer service shall be a high priority. The vendor shall establish and maintain an adequately staffed telephone call center and shall ensure that the telephone staff treat all callers with dignity and respect the caller's right to privacy

and confidentiality. The vendor shall process all incoming telephone inquiries for non-emergency transportation services in a timely, responsive, and courteous manner. Telephone staff shall greet the caller and identify themselves by name when answering. The vendor shall have capabilities to ensure that the communication and language needs of recipients in the State are addressed. The vendor shall also ensure that recipients with emergency requests are referred or transferred to 911 or an appropriate local emergency (ambulance) service.

3.9.2.2 The call center shall be staffed to receive telephone calls from recipients during the hours of 8:00 AM to 5:00 PM (Pacific time) Monday-Friday except national holidays. A voice mailbox shall be available after hours with a call back the next day. The vendor must make available 24-hour, 7 days per week access by telephone to a live voice (an employee of the vendor or an answering service) or an answering machine that will immediately page an on-call employee of the vendor so information may be given to handle a transportation problem that may arise during non-office hours (such as after-hours emergency room discharges or after hours transport to PCPs or urgent care centers). The vendor may need to educate recipients who habitually call after regular working hours and leave messages requesting transportation.

3.9.2.3 The vendor shall have a properly functioning toll free telephone number for recipients and other individuals or organizations to call to request transportation services, obtain information about transportation services, and register complaints. Recipients shall not incur a charge for placing a call, other than those applicable for local calls. The vendor shall have sufficient and appropriate staff to handle all calls and act as troubleshooters and problem solvers for transportation related questions and problems that may rise.

3.9.2.4 The telephone staffing shall be adequate to fulfill the following standards of promptness and quality:

- A. Ninety percent (90%) of telephone calls shall be answered within five (5) rings during live voice answering times;
- B. A call pick-up system that places the calls in queue shall be used;
- C. Blocked call rate (busy signal received) of five percent (5%) or less on an average daily basis; and
- D. Ninety percent (90%) of calls in the queue shall be answered by a live operator in less than two (2) minutes, measured on a daily basis.

3.9.2.5 The vendor shall install and maintain a functioning automatic call distribution system (ACD) and call reporting system that records and aggregates the following information, at a minimum, on an hourly, daily, weekly, and monthly basis, for the call center as a whole and for individual operators:

- A. Total number of incoming calls;
- B. Number of answered calls by vendor staff;
- C. Average call wait time;
- D. Maximum call wait time;
- E. Percentage of calls answered by a live operator in under two (2) minutes;
- F. Average talk time;
- G. Number of calls placed on hold and length of time on hold;
- H. Number of abandoned calls and length of time until call is abandoned;
- I. Number of outbound calls; and
- J. Number of available operators by time.

This system should have the capability of automatically routing calls to back-up, part-time operators when target wait times are exceeded.

3.9.2.6 The vendor shall develop operational procedures, manuals, forms, and reports necessary for the smooth operation of the Telephone Call Center. A demonstration of the vendor's telephone system and staffing capability will be required as part of the readiness review prior to the effective date of implementation.

3.9.2.7 The vendor shall develop a complete monitoring, supervision, and enforcement plan to ensure that call center performance and customer service standards are maintained. The Division should have the ability to monitor calls on a random basis to ensure quality service is being offered. Callers will be notified that calls may be monitored.

3.9.2.8 The vendor must ensure that recipients receive the appropriate form of transportation in every instance. While the least expensive mode of transportation is preferred, the vendor must ensure the recipients medical needs are met through the most appropriate form of transportation for each individual.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
-----	--	----	--

If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
-----	--	----	--

If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFP 3207*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes		No	
-----	--	----	--

Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP3207*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor’s response in accordance with Section 9.5, Part III – Confidential Financial Information.
- 4.1.11.1 Dun and Bradstreet Number

4.1.11.2 Federal Tax Identification Number

4.1.11.3 The last two (2) years:

- A. Profit and Loss Statement
- B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
-----	--	----	--

If “Yes”, vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

- A. Describe the relevant contractual arrangements;
- B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- C. Describe your previous experience with subcontractor(s).

4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

- A. Selecting and qualifying appropriate subcontractors for the project/contract;
- B. Ensuring subcontractor compliance with the overall performance objectives for the project;
- C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.

4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.

- 4.2.1.5 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in *Section 4.2, Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	VENDOR		SUBCONTRACTOR
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of			

services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2**.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor’s responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per **Attachment G, Proposed Staff Resume**.

5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to **Attachment H, Cost Schedule**).

6. FINANCIAL

6.1 PAYMENT

- 6.1.1 Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the using agency’s approval.

- 6.1.1.1 Currently, pursuant to the Medicaid Services Manual Chapter 1900, the payment methodology may differ for specific Medicaid (Title XIX) subpopulations in terms of whether payment for services is a per-member, per-month (capitated) or fee-for-service model basis. All capitation payments will be paid monthly. In the event the Vendor does not receive a monthly capitation payment for an eligible recipient, the Vendor shall have one hundred eighty (180) days to submit a request for a retroactive capitation payment to the DHCFP. Payments will be sent to the Vendor by the fiscal agent, by electronic funds transfer.
- 6.1.1.2 Special payment arrangements may be made with the NET broker for circumstances where it is in the best interest of the DHCFP to provide NET transportation to certain Medicaid recipients. These decisions will be made exclusively by the DHCFP and the NET broker. Examples may be the allowance of extra escorts or the transport of a non-Medicaid kidney donor to an out of state hospital. Similarly, if the DHCFP decides to 'carve out' an eligibility group from non-emergency transportation they may contract to provide service on an individual basis under a fee-for-service payment model.
- 6.1.1.3 DHCFP will review rates at its discretion and revise the rates periodically by negotiation with the Vendor. Rates will be negotiated and determined prior to any subsequent contract renewal period.
- 6.1.1.4 Retroactive enrollments do not apply to transportation.
- 6.1.1.5 The aforementioned payments are the total payments to the Vendor.
- 6.1.2 Alternative payment methodologies may be submitted for consideration by the DHCFP. Refer to Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP.
- 6.1.3 The Vendor assumes risk for the cost of services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the contract. The entity must accept as payment in full the amount paid by the state.
- 6.1.4 The Vendor is responsible for providing all covered medically necessary transportation services for all eligible recipients.
- 6.1.5 The Vendor must not accept compensation for work performed under the contract from any other department of the State of Nevada, from Medicaid recipients, or from any other source including the federal government.
- 6.1.6 The contract does not contain any incentive arrangement; however, the DHCFP is willing to entertain pay for performance incentives that offer cost savings to the State

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.

7.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in *Section 8, RFP Timeline*.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	9/2/15 @ 2:00 PM
Answers posted to website	On or about 9/8/15
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 9/23/15
Deadline for submission and opening of proposals	No later than 2:00 PM on 9/24/15
Evaluation period (approximate time frame)	9/24/2015 – 10/7/15
Vendor Presentations (approximate time frame)	10/28/15
Selection of vendor	On or about 10/28/15
Anticipated BOE approval	1/12/16
Contract start date (contingent upon BOE approval)	upon BOE approval

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors’ proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 9.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the

RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 The technical proposal must include:

- 9.2.1.1 One (1) original marked “MASTER”; and
- 9.2.1.2 Six (6) identical copies.

9.2.2 The technical proposal **must not include** confidential technical information (refer to **Section 9.3, Part I B, Confidential Technical**) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Non-Emergency Transportation
RFP:	3207
Vendor Name:	
Address:	
Opening Date:	September 24, 2015
Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

- D. Attachment J – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B***.
- C. Only technical exceptions and/or assumptions should be identified on ***Attachment B***.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

- A. Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 **PART I B – CONFIDENTIAL TECHNICAL PROPOSAL**

9.3.1 Vendors only need to submit Part I B if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.3.2 The confidential technical proposal must include:

- 9.3.2.1 One (1) original marked “MASTER”; and
- 9.3.2.2 Six (6) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Non-Emergency Transportation
RFP:	3207
Vendor Name:	
Address:	
Opening Date:	September 24, 2015
Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 **PART II – COST PROPOSAL**

9.4.1 The cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 Six (6) identical copies.

9.4.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Non-Emergency Transportation
RFP:	3207
Vendor Name:	
Address:	
Opening Date:	September 24, 2015
Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment I** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment I**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment I**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 **PART III – CONFIDENTIAL FINANCIAL INFORMATION**

9.5.1 The confidential financial information part must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 Two (2) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Non-Emergency Transportation
RFP:	3207
Vendor Name:	
Address:	
Opening Date:	September 24, 2015
Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 4.1.11* in this tab.

9.6 **CONFIDENTIALITY OF PROPOSALS**

9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.6.4 The required CDs must contain the following:

9.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	3207
Vendor Name:	

Master CD	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files **must** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.
- D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3207
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

9.6.6 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

9.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.7 PROPOSAL PACKAGING

9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked.

9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3207
OPENING DATE:	September 24, 2015
OPENING TIME:	2:00 PM
FOR:	Non-Emergency Transportation
VENDOR'S NAME:	

- 9.7.3 Proposals must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3207
COMPONENT:	PART I A – TECHNICAL PROPOSAL
OPENING DATE:	September 24, 2015
OPENING TIME:	2:00 PM
FOR:	Non-Emergency Transportation
VENDOR'S NAME:	

- 9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3207
COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	September 24, 2015

OPENING TIME:	2:00 PM
FOR:	Non-Emergency Transportation
VENDOR'S NAME:	

- 9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3207
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	September 24, 2015
OPENING TIME:	2:00 PM
FOR:	Non-Emergency Transportation
VENDOR'S NAME:	

- 9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3207
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	September 24, 2015
OPENING TIME:	2:00 PM
FOR:	Non-Emergency Transportation
VENDOR'S NAME:	

- 9.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3207
COMPONENT:	CDs
OPENING DATE:	September 24, 2015
OPENING TIME:	2:00 PM
FOR:	Non-Emergency Transportation
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:
 - 10.1.1 Demonstrated competence
 - 10.1.2 Experience in performance of comparable engagements
 - 10.1.3 Conformance with the terms of this RFP
 - 10.1.4 Expertise and availability of key personnel
 - 10.1.5 Cost
 - 10.1.6 Presentations
 - 10.1.6.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
 - 10.1.6.2 The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors.
 - 10.1.6.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).
- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.
- 10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors

shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

- 10.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license

agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 **Attachment B and Attachment J** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors *must* be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the

request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

- 11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Travel

If travel is required, the following processes must be followed:

11.3.4.1 The State does not pay for vendors travel. Any travel expense incurred in the execution of the contract are considered operational and covered in the awarded vendor's administrative rate.

11.3.5 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.6 Right to Publish

11.3.6.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to DHHS DHCFP Administrator or designee.

11.3.6.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the DHHS DHCFP Administrator or designee.

- 11.3.6.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.6.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the DHHS DHCFP Administrator or designee.
- 11.3.6.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.6.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.3.7 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.7.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.7.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.7.3 Sensitive Data will be encrypted in all newly developed applications.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment I - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
<i>Note: By marking “NO” for Public Record CD included, you are authorizing the State to use the “Master CD” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment E, Insurance Schedule for RFP 3207*.



Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at svrpurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3207

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



RFP ATTACHMENT E
Insurance.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> State of Nevada, Purchasing Division Subject: <i>RFP 3207</i> Attention: <i>Purchasing Division</i> Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 </div> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT September 23, 2015.</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference
Questionnaire - 03-03

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff
Resume - 09-25-13.dc

To open the document, double click on the icon.

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ATTACHMENT H – COST SCHEDULE



Cost matrix
Transportation.doc

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**ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor’s cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT K – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

ATTACHMENT L – BUSINESS ASSOCIATE ADDENDUM



Attachment L
Business Associate Ad

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ATTACHMENT M – CERTIFICATION OF COMPLIANCE WITH RFP 3207



ATTACHMENT M
Certification of Compli

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