



## **ADVERTISEMENT**

### **Proposal Solicitation – Ambulance and Hospital Discharges**

Worcester County is seeking proposals for non-emergency ambulance transportation services to and from medically necessary covered services to Medicaid providers, including hospital discharges and transfers, for eligible Worcester County Medical Assistance recipients (and when necessary, their escorts) who have no other means of transportation available in conformity with the requirements contained herein Proposal Documents.

Proposal Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us) or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's [website](#). Vendors are responsible for checking this website for addenda prior to submitting their bids. Worcester County is not responsible for the content of any Proposal Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Proposal Documents.

A pre-proposal conference will be conducted on Monday, May 6, 2024 at 1:30pm at the Worcester County Health Department (WCHD), 6040 Public Landing Rd., Snow Hill, Maryland 21863. The last day for questions will be seven days prior to the proposal opening. Sealed Proposal Documents are due no later than 2:30pm on May 24, 2024 and will be opened in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Proposal Documents will not be accepted.

Minority vendors are encouraged to compete for award of the solicitation.

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP  
Procurement Officer  
Worcester County, Maryland

**Worcester County Health Department  
Medical Transportation**

**Request for Proposals (RFP) #F738-25-2  
Ambulance and Hospital Discharges**



# Request for Proposal #F738-25-2

**Project:** Ambulance and Hospital Discharges

**Department:** Medical Assistance Transportation

**Submissions Due:** Friday, May 24, 2024 at 2:30pm

**Submit to:**  
**Worcester County Administration**  
**ATTN: Nicholas Rice, Procurement Officer**  
**Room 1103 Government Center**  
**One West Market Street, Snow Hill, MD 21863**  
**410-632-1194**

Vendor: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Exceptions: \_\_\_\_\_

\_\_\_\_\_

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## 1. ADMINISTRATIVE INFORMATION

- 1.1. Specification and instructions to bidders may be obtained in the office of the Worcester County Administration, Nicholas Rice, Procurement Officer, Room 1103 Government Center, One West Street, Snow Hill, Maryland, 21863, between 8:00 a.m. and 4:30 p.m. Monday through Friday.
- 1.2. A pre-proposal conference will be conducted on Monday, May 6, 2024 at 1:30pm at the Worcester County Health Department (WCHD), 6040 Public Landing Rd., Snow Hill, Maryland 21863, there will also be a virtual option for this meeting provided. Attendance to the pre-proposal conference is not mandatory but strongly encouraged. The purpose of the conference is to clarify any parts of the RFP and to answer questions that may be pertinent to the request.
- 1.3. The narrative portion of the proposal, together with appropriate attachments and RFP cover sheet, shall include the original and four (4) copies [TOTAL OF 5] and must be in a sealed envelope, clearly marked "*Worcester County Health Department - Transportation RFP #F738-25-2*". Rate Sheet Proposal and four (4) copies [TOTAL OF 5] shall be submitted in a separate sealed envelope, clearly marked "*Worcester County Health Department - Cost Proposal RFP #F738-25-2*". Proposals should be identified with all the information as requested on the RFP cover sheet.
- 1.4. Sealed proposals should be mailed, or hand carried to Worcester County Administration, Attention: Nicholas Rice, Procurement Officer, Room 1103 Government Center, One West Street, Snow Hill, Maryland 21863 and must be received by the time outlined in the advertisement. Proposals or unsolicited amendments to proposals received after the announced time shall not be considered and will be returned to the contractor unopened.
- 1.5. Proposals should completely address all items listed under the role of the transportation provider, funding, accountability, submission of price proposal, and contract provisions. Detailed monthly cost reports will be required for all transportation programs as outlined in the RFP so that we can better analyze and evaluate the actual cost of the program and the profit margin.
- 1.6. In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows: In writing or by email and will be distributed only to those bidders represented and properly registered for receipt of this RFP. Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.
- 1.7. Inquiries concerning proposal information, documents, or schedules should be directed to Nicholas Rice, Procurement Officer, 410-632-1194.
- 1.8. The WCHD reserves the right to reject any and/or all proposals or to waive any technicality it deems in the best interest of the Medicaid Transportation Program.
- 1.9. The agreement or contract between the WCHD and the successful bidder shall consist of this RFP, the Contractor's Proposal and Rate Sheet, addenda, the WCHD's acceptance, and the notice to proceed. Change orders or other

modifications subsequent to the award must be mutually agreeable and documented in writing. The successful bidder will be subjected to the provisions contained in this RFP, except changes that may be made to reflect the terms of the successful contractor's proposal.

**1.10. Request for Proposal (RFP) Timeline.**

- Publication Request April 26, 2024
- Pre-proposal Conference May 6, 2024 at 1:30pm
- Deadline for Submittal May, 24, 2024 at 2:30 pm
- Award Bid (tentative) June 4, 2024 or June 18, 2024
- Implementation of Bid July 1, 2024

**2. SPECIAL TERMS AND CONDITIONS**

**2.1. Maryland Law Prevails**

The laws of Maryland shall govern the provisions of this contract.

**2.2. Examination of Proposal Documents**

By submitting a proposal, the contractor represents that he/she has thoroughly examined and become familiar with the work required under this RFP and that he/she is capable of performing quality work to achieve outlined objectives.

**2.3. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the contractor in:

- a) Preparing its proposal in response to this RFP;
- b) Submitting that proposal to the WCHD;
- c) Negotiating with the WCHD any matter related to this proposal; and
- d) Any other expenses incurred by the bidder prior to the date of award, if any, of the Proposed Agreement.

The WCHD shall not, in any event, be liable for any pre-contractual expenses incurred by bidders in the preparation of their proposals. Bidders shall not include any such expenses as part of their proposals.

**2.4. Exceptions/Deviations**

Any exceptions to the requirements in the RFP must be included in the proposal submitted by the bidder. Such exceptions must be clearly labeled as such in the text of the proposal. The WCHD reserves the right to accept any exception if it is in the agency's best interest to do so.

**2.5. Acceptance/Cancellation/Award**

Issuance of this RFP and receipt of proposals does not commit the WCHD to award a contract. The WCHD reserves the right to postpone the opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP.

**2.6. Independent Contractor**

Bidder will be an independent contractor to the WCHD under this agreement. Bidder shall be free to contract to provide similar services for others while it is under contract to the WCHD and is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits WCHD

provides to its employees.

**2.7. Indemnification**

The Contractor agrees to protect, defend, indemnify and hold the WCHD, its officers, employees and agents free and harmless from and against any and all losses, penalties, injuries, liabilities, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respondent to provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false, or fraudulent.

**2.8. Disqualification of Bidders**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of its bid:

- 2.8.1. Evidence of collusion among bidders.
- 2.8.2. Lack of competency as revealed by financial statements, experience, or equipment statements as submitted or other factors.
- 2.8.3. Lack of responsibility as shown by past work.
- 2.8.4. Default on a previous similar contract for failure to perform.
- 2.8.5. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder.

**2.9. Payment Terms**

- 2.9.1. It is anticipated that the agreements resulting from this solicitation, if awarded, will be paid on a monthly basis for all services.
- 2.9.2. Invoice must be submitted by the 10th day of the month, and payment can be expected approximately thirty (30) days after submission of the invoice and reports are reconciled. (Invoices will not be forwarded to the State until all required reports are found correct and completed). Failure to submit invoices by the 10th day of each month will result in a 2% penalty. This 2% late charge will be deducted from the amount requested on invoice for that month's payment.

**2.10. Financial Responsibility**

Proposals shall include evidence of financial responsibility. The Contractor may be required to provide additional evidence of financial responsibility to perform under this contract throughout its terms as determined to be necessary by the WCHD.

**2.11. Resolving Disputes in Bidding**

If a vendor feels he/she has not been treated fairly, a notice of complaint should be directed to the WCHD Purchasing Agent outlining the nature of the complaint. If, however, the WCHD Purchasing Agent cannot resolve the matter in a satisfactory manner, the vendor may forward the complaint to the WCHD Administrator along with a memo of explanation. If the vendor is not satisfied with the Administrator's resolution, the vendor may appeal to the Health Officer.

**2.12. Proprietary Information**

Cost pricing information will not be considered proprietary.

**2.13. Inclement Weather Conditions**

**2.13.1.** In the event of weather concerns, the Contractor shall not be responsible for operating transportation service if Contractor's other operations are not in service based on perception of road conditions. (Return trips are to be made if the client had previously been transported by Contractor).

**2.13.2.** In the event of delays, cancellations may be expected. During a state of emergency or declared disaster, this agreement may cease without penalty to the contractor. Services would be expected to be resumed in a timely manner.

**2.14. Holiday Schedule**

The Contractor will not be required to operate **demand-response** services on the following holidays (with the exception of life sustaining transports):

**2.14.1.** New Year's Day

**2.14.2.** Martin Luther King's Birthday

**2.14.3.** President's Day

**2.14.4.** Memorial Day

**2.14.5.** Juneteenth

**2.14.6.** Independence Day

**2.14.7.** Labor Day

**2.14.8.** Columbus Day

**2.14.9.** Election Day

**2.14.10.** Veteran's Day

**2.14.11.** Thanksgiving Day

**2.14.12.** American Indian Heritage Day

**2.14.13.** Christmas Day

**3. CONTRACT REQUIREMENTS AND INFORMATION**

**3.1. Term of Contract**

The Contract shall commence on July 1, 2024, and shall extend until June 30, 2025. The contract may be extended for two (2) additional one-year terms at the

sole discretion of WCHD.

### **3.2. Payment**

**3.2.1.** The Contractor shall invoice the WCHD for services provided under this Contract on a monthly basis. All health department programs' invoices shall be submitted to the Medicaid Transportation Coordinator for payment and/or distribution. Prior to the payment of invoices, all required program and financial reports must be received by the 10th day of each month. The WCHD shall promptly review and remit payment. The invoices shall contain the following facts (when applicable):

- 3.2.1.1.** Trip origination
- 3.2.1.2.** Trip destination
- 3.2.1.3.** Date of trip
- 3.2.1.4.** Total cost of trip
- 3.2.1.5.** Mode of transportation
- 3.2.1.6.** Passenger name
- 3.2.1.7.** Whether or not passenger canceled or no showed

**3.2.2.** Invoices shall be hand carried, mailed, emailed, or faxed to Worcester County Health Department, Medical Assistance Transportation Program, P.O. Box 249, Snow Hill, MD 21863 (fax #410-632-9238). Preferred method of receipt is electronically to the email address [Wendy.McIntyre@maryland.gov](mailto:Wendy.McIntyre@maryland.gov), [Tiffany.Mathies@maryland.gov](mailto:Tiffany.Mathies@maryland.gov), and [Effie.Cox@maryland.gov](mailto:Effie.Cox@maryland.gov).

### **3.3. Termination of Contract**

- 3.3.1.** This contract is contingent upon funding. Any reduction or withdrawal of funds from this program shall be sufficient grounds for immediate cancellation of this agreement or reduction of services.
- 3.3.2.** In the event that the Contractor fails to meet any of the requirements of this contract, WCHD reserves the right to declare the Contractor in default and to terminate this contract at any time in whole or in part upon 30-days written notice to Contractor. WCHD may, by providing written notice to the Contractor, terminate the agreement at any time.
- 3.3.3.** In the event of termination for any reason, no allowance will be provided to the Contractor for anticipated profit on unperformed services.

### **3.4. HIPAA Compliance**

As a State Agency, Maryland State regulations require documentation regarding all Contractor's "HIPAA Compliance" status by obtaining a Business Associate Agreement. This agreement involves the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy (IIHI) and/or Protected Health Information (PHI) requirements of the "HIPAA"-Health Insurance Portability and Accountability Act of 1996. All data, documentation and records shall be considered "confidential". HIPAA mandates privacy, security, and electronic transfer standards. The requirement is a precondition of entering into a valid and

binding contract.

### **3.5. Contract Award**

The contract will be awarded to the bidder/s whose proposal, conforming to the RFP, will be the most advantageous to the agency's program, price and other factors considered. Bidders are required to provide at least one of the services listed in section 4 Scope of Services, however, may also provide both services. Multiple bidders may be awarded for the same service. WCHD reserves the right to add/or eliminate any services in whole or in part during the contract term at the prices provided in this RFP.

## **4. SCOPE OF SERVICE-MEDICAID TRANSPORTATION PROGRAM**

### **4.1. Service Parameters**

**4.1.1.** The Medicaid Transportation Program is a transportation service funded by the State of Maryland and the federal government and is administered by the WCHD. Bidders are not required to provide all services, however, can provide one or more services. It allows customers with medical transportation needs, who cannot be served by other modes of transportation, to obtain transportation for non-emergency medical trips. It is a curb-to-curb or door-to-door demand response service and serves Worcester County residents and occasionally riders who reside in other counties but require transportation in Worcester County. Funds are to be used for "safety net" funding of transportation to recipients who have no other available sources of transportation. Since Medicaid is the payer of last resort, all other sources of transportation must be accessed prior to the expenditure of the grant funds for transportation services.

**4.1.2.** Contractor will provide non-emergency ambulance transportation services to and from medically necessary covered services to Medicaid providers, including hospital discharges and transfers, for eligible Worcester County Medical Assistance recipients (and when necessary, their escorts) who have no other means of transportation available.

#### **4.1.2.1. Wheelchair services shall be provided as described:**

**4.1.2.1.1.** Transporting a recipient to/from a nursing home

**4.1.2.1.2.** Transporting a recipient from hospital to home

**4.1.2.1.3.** Transporting to/from physicians' office, dentists, or other health-related providers

#### **4.1.2.2. Ambulance services shall be provided as described:**

**4.1.2.2.1.** All services (except #4.1.2.1.3) as described under Wheelchair Services and recipient is required to be transported in supine position.

**4.1.2.2.2.** Transporting a recipient to/from home to/from a physician's office and recipient is required to be transported in supine position.

**4.1.2.2.3.** Program does not cover copayment and deductible

payments for Medicare - approved services to Maryland Medical Assistance recipients which is handled through direct-billed Medicaid.

**4.1.2.2.4.** \*Out-of-county/state services designations such as Baltimore, Annapolis, and Washington DC

**4.1.2.2.5.** NOT ELIGIBLE: Transportation to/from Veterans hospitals, jail, or other correctional institutions, or for recipients committed by the courts to mental institutions.

\*Currently, qualifying hospitals in Wicomico County are Tidal Health and Encompass Health Rehabilitation Hospital and Atlantic General Hospital in Worcester County. May include Baltimore City area hospitals.

Non-emergency pre-scheduled transportation requests must be directed to the WCHD in-take office at 410-632-0092, Monday through Friday, between the hours of 8 a.m. and 4 p.m., excluding State holidays.

**4.1.3. Routine Transport Procedures:**

**4.1.3.1.** Rides called in during the normal business day, which have been screened for eligibility, approved, and entered into the computer system by WCHD Staff, will be submitted via fax, or submitted electronically via email and by telephone to the contractor for processing.

**4.1.3.2.** The contractor must refer all directly received requests for transportation on weekdays, excluding State holidays, between the hours of 8 a.m. to 4 p.m. to the WCHD for screening, approval, and scheduling of the transport (with the exception of hospital discharges and transfers). The contractor may not call WCHD in-take staff directly to place a ride on behalf of the patient or facility.

**4.1.3.3.** On occasion, and after screening, approval, and scheduling by the WCHD, the contractor shall provide "same day" transports. The contractor must complete these additional transports in a reasonable time period.

**4.1.3.4.** The contractor must agree, during special circumstances determined by WCHD, to screen for eligibility and schedule recipients' transports weekdays between the hours of 8 a.m. to 4 p.m. in accordance with procedures designated by the State's Medical Assistance program, which will include the submission of all routine medical certification forms that have been screened for completion and accuracy.

**4.1.3.5.** Prior notice will be given to the contractor as appropriate. These items of transport shall be reported to the WCHD by the close of business on the day they are screened and scheduled, or by 10:00

a.m. the next business day following reporting procedures designated by WCHD.

**4.1.3.6.** The contractor may not accept direct requests for transportation from nursing facilities on State holidays unless otherwise approved by WCHD. At-home patients present a different set of circumstances and direct requests for transportation may be accepted by the contractor based on criteria established by WCHD. Criteria includes those patients going to/from dialysis facilities with dialysis facilities' verification of the need for transport.

**4.1.3.7.** All directly received requests by the contractor taken between the hours of 4:30 p.m. and 8:00 a.m. for routine transportation must be referred to the WCHD the next business day for approval when the office opens at 8:00 a.m. The "Off-Hours & Discharges/Transfer Call Log" may be additionally used for this purpose.

**4.1.4. Facility Discharges and Transfers:**

**4.1.4.1.** The contractor must be able to provide mode-appropriate transportation for recipients twenty-four (24) hours a day seven (7) days a week for facility discharges and transfers.

**4.1.4.2.** The contractor must agree to accept discharges and transfers when contacted directly by WCHD, the hospital, or medical facility.

**4.1.4.3.** The contractor must screen all transport they schedule for eligibility in accordance with procedures designated by the State. All discharges and transfers shall be reported to WCHD by 10:00 a.m. the next business day unless prior approval is given by WCHD.

**4.1.4.4.** Unless otherwise specified and approved, the vendor will not schedule discharges or transfers until the patient's discharge forms are signed. This is to ensure that non-shows are kept to a minimum. If the contractor chooses to accept discharges or transfers in advance of the discharge forms being completed the contractor chooses to accept the risk that the discharge or transfer may not take place. The date, time, and name of the caller requesting the discharge or transfer shall be noted on the appropriate form in order to ensure that discharges and transfers scheduled in advance are clearly identified.

One of the following conditions must be present for the contractor to transport a hospital discharge or transfer patient. A copy of WCHD Medicaid Transportation OFF-HOURS & DISCHARGE/TRANSFER CALL LOG (ATTACHMENT A)

**4.1.4.5.**

**4.1.4.5.1.** Patient is being discharged from an in-patient hospital stay.

**4.1.4.5.2.** The patient received treatment in a hospital emergency department and is not being admitted.

**4.1.4.5.3.** Patients are being transported from one treatment facility to

another to receive a higher level of care or services not available at the current facility. (i.e., Transport from an emergency department in a hospital that does not provide psychiatric treatment to a psychiatric treatment facility).

- 4.1.4.6. For psychiatric transfers out of the area (further than 90 miles), the contractor must obtain from the sending facility a list of all local facilities where attempts were made to transfer the patient and the reason the patient was not accepted.
- 4.1.4.7. The contractor will only be compensated for mode-appropriate transport (i.e., ambulance payment will not be rendered for a patient that could be safely transported by wheelchair). WCHD will screen in detail each transport submitted for payment in concert with applicable regulations and protocols.
- 4.1.4.8. The contractor may provide discharge transportation for a resident who lives outside Worcester County in accordance with “courtesy transport” guidelines. WCHD’s policy is to transport any eligible recipient, regardless of county of residence-the point of origin being Worcester County. All documentation and paperwork remain the same.

## **4.2. Transportation Request Procedure**

- 4.2.1. The Contractor shall be responsible for providing service to/from requested locations only. Any exceptions requested from passengers(s) must be approved by WCHD program staff.
- 4.2.2. In the event a passenger does not show for a scheduled trip three times in a row, the contractor shall notify the Medicaid Transportation Coordinator or staff member.

## **4.3. Days and Times of Operation**

- 4.3.1. The contractor shall provide local 24-hour discharge services with the advance approval of the Medicaid Transportation staff between the hours of 7:30 a.m. through 5 p.m. Out-of-county appointments are scheduled before 2 p.m. only to allow the contractor a reasonable return time. The start of out-of-town appointments may be as early as 4:00 a.m. Saturday services are for transport to life sustaining appointments.

## **4.4. Fares/Charges**

- 4.4.1. The clients will not be charged, and the charge to the program shall be no more than the standard and ordinary fare charged to local residents. The charge may also be no more than what is on the accepted rate sheet.
- 4.4.2. An extensive fare schedule or rate sheet must be provided with the proposal, i.e., the charge for services such as long-distance trips, i.e., to/from Baltimore or Wilmington. Charges for wait times are not permitted and cannot be reimbursed for payment per State of Maryland regulations. Contractors may conduct other non-medical transport during wait times. The rate sheet may specify point-to-point, mileage, or hourly rates but

must be clear and concise.

- 4.4.3. "No Shows" - recipient reserves a ride but neither uses nor cancels the reservation - cannot be reimbursed for payment per State of Maryland regulations. A copy of WCHD Medicaid Transportation "No-Show Policy" (ATTACHMENT B) is in place to limit the number of occurrences.

**4.5. Compensation**

- 4.5.1. The contractor shall invoice WCHD by the 15th and 30th of each month for total usage on a twice-a-month basis. Invoices shall contain information as stated in Subsection 3.2.1.

**4.6. Estimated Trips**

The annual number of one-way trips for Fiscal Year 2023 are shown below for each market segment to provide the bidder with a benchmark of estimated volume of work to be performed (wait time is not included). NOTE: Some wheelchair trips require using the lift only-not actually strapping down.

<b>Program</b>	<b>One-Way Trips</b>
Local Service	184
Out of County	194
Wheelchair Services	224

**5. ADMINISTRATIVE REQUIREMENTS**

- 5.1. The contractor shall provide a liaison to serve as the program manager or designate a program manager who will be responsible for supervising operations.
- 5.2. The contractor or program manager, and if necessary, drivers and other personnel shall arrange to meet with the Medicaid Transportation Coordinator to discuss any service issues or concerns that need to be addressed. Meetings shall take place bi-annually or more frequently if needed.
- 5.3. The contractor shall be responsible for ensuring that all drivers and other personnel working under the contract fully understand the requirements of the program and their individual responsibilities and adhere to all program policies and procedures.
- 5.4. The contractor shall promptly inform the Medicaid Transportation Coordinator of any changes in drivers, key personnel, or vehicles assigned to this contract.
- 5.5. The contractor shall be responsible for notifying the Medicaid Transportation Coordinator within 24 hours in the event of any accident or incident involving this contract or any concerns, problems, complaints, or incidents involving vehicles, vehicle equipment, passengers, program staff. Or third parties, or any operating policies or procedures that adversely affect the functioning of the program. In the event of any injury, notification shall occur immediately. In addition, any operational problems or passenger complaints shall be documented noting any action taken and reported in writing to WCHD within 24 hours.

- 5.6. The contractor shall ensure the safety of passengers by any or all means necessary, including but not limited to, driver training, retraining, and monitoring, use of seat belts at all times, use of approved child restraining devices as appropriate, vehicle maintenance, maintaining order in and around the vehicles, providing safety and emergency procedures, etc.
- 5.7. The contractor shall supply all vehicles, fuel, lubricants, parts, tools, and other materials required for the performance of this contract. The vendor may request a surcharge after the price of unleaded gas goes above \$4.00 a gallon, a written request must be submitted and approved by the WCHD.
- 5.8. **Rights to Audit and Monitor**
  - 5.8.1. The Vendor shall attend periodic status meetings with WCHD, and cooperate fully with any other contractors, program monitors which may be engaged by WCHD.
  - 5.8.2. The Vendor shall grant to the WCHD, Maryland Department of Health (MDH), Federal and State agents the right to audit all Vendors accounts, records, and books specific to this contract for a period of three years following the final payment.
  - 5.8.3. WCHD shall have the right to free and uninhibited access to the Vendor's premises to inspect, monitor, or evaluate the work being performed within 24-hour notice during normal business hours.
  - 5.8.4. On a monthly basis, vendors shall also complete an Excluded Parties Attestation form, which will be due by the last day of each month. Federal regulations (42 CFR SS 1001-1002) prohibit payment for items or services furnished by excluded individuals and entities. It is imperative that this first line of defense in combating fraud be conducted accurately, thoroughly, and routinely. Screening for excluded individuals must take place prior to employing or contracting and thereafter, monthly.
  - 5.8.5. On a yearly basis, vendor shall be responsible for completion of the Ownership and Control Disclosure form to ensure that Medicaid services are not furnished by excluded individuals or entities that have ownership or control interests in provider entities and who have been convicted of a criminal offense whom have civil monetary penalties imposed or have been excluded from participation in Medicare of any of the State healthcare programs. MDH requires that all NEMT providers, on a yearly basis or within 20 days after there is a change in ownership, submit a Non-Emergency Medical Transportation Provider Ownership and Disclosure Form.

## 6. **INSURANCE REQUIREMENTS**

- 6.1. The contractor shall not commence work under this contract until he/she obtains all insurance required and has supplied WCHD with certificates of insurance that designate limits of coverage on all vehicles used during the term of the contract.
- 6.2. The Contractor shall be required to purchase and maintain, during the life of the

contract, Worker's Compensation, Comprehensive General Liability, Automobile Liability, Uninsured/Underinsured Motorist, Collision and Comprehensive and Medical Payments Insurance with limits of not less than those set forth below:

**6.2.1. Liability Insurance**

**6.2.1.1.** If the owner of a taxicab or taxicabs elects to take out liability insurance as provided in the law, the minimum insurance required to be taken out for each taxicab shall be \$25,000 for injury to any one person, \$50,000 for injuries or two or more persons, and \$15,000 for property damage. The required insurance shall have a term coverage of six (6) months or more.

**6.2.2. Bond in Lieu of Insurance**

**6.2.2.1.** If the owner of the vehicles elects to enter into a bond as provided by the law, the amount of the bond shall be determined by the number of taxicabs covered by and described in the bond.

**6.2.3. Personal Injury Protection (PIP)**

**6.2.3.1.** Contractor shall provide coverage for damages suffered by certain third parties regardless of legal liability. Provide coverage for insureds and pedestrians for medical expenses, income continuation, and certain essential services (i.e., nursing and housekeeping) regardless of fault or liability.

**6.2.4. Uninsured Motorist**

**6.2.4.1.** The contractor shall provide coverage that protects the insured and the clientele of the insured for sums that cannot be received from the operator of an uninsured or underinsured vehicle.

**7. DRIVER REQUIREMENTS AND RESPONSIBILITIES**

**7.1. Contractor Responsibilities**

- 7.1.1.** The contractor shall notify the WCHD in writing of all drivers assigned to this service and shall submit their driving records, updating when necessary. Given the condition of reasonable cause, the WCHD shall have the right to demand removal or reassignment of any driver or other personnel furnished by the contractor based on the Excluded Parties Attestation list.
- 7.1.2.** The contractor shall be responsible for providing as many regularly scheduled drivers and back-up drivers as required as a minimum to operate according to the current schedule.
- 7.1.3.** If a regularly scheduled driver is unable to perform his or her duties as assigned, whether as a result of resignation, termination, participation in a labor strike, illness, annual leave or some unforeseen emergency, the contractor shall be responsible for activating a backup driver to replace the absent driver. The replacement driver shall resume the regular driver's assignment within a reasonable timeframe in accordance with the regular driver's location.

- 7.1.4. WCHD reserves the right to require the contractor to have its drivers attend any training sessions the Health Department deems necessary or appropriate including, but not limited to, behind the wheel (evasive maneuvers and defensive driving techniques), passenger assistance techniques, non-emergency medical procedures, passenger evacuation, child safety seat installation, Red Cross first aid and CPR certification.
- 7.1.5. Appropriate breaks should be scheduled for drivers, especially involving long-distance travel.
- 7.1.6. The following policies/compliances must be in place or be in the process of implementation by July 1, 2024:
  - 7.1.6.1. A Program testing drivers and key personnel for the use of drugs and alcohol on a pre-employment basis. In addition, random testing will be performed as required. Contractor will comply with Worcester County Substance Abuse Policy, as well as all federal, state, and local related policies.
  - 7.1.6.2. All drivers shall be licensed and shall include a criminal background investigation program for screening drivers for felony convictions on a pre-employment basis.
  - 7.1.6.3. A program for photo identification with a photo I.D. of the driver of the vehicle must be conspicuously displayed in the interior compartment of the vehicle for observation by passengers.
- 7.1.7. Contractors shall have a policy in place that states that drivers are not allowed to smoke in the vehicles whether empty or occupied. Copy of policy shall be included with the proposal.
- 7.1.8. Contractor's personnel will be in uniform, clearly indicating the name of the firm and identifying their affiliation with the firm. In addition, personnel shall always bear identification cards with their name as well as the firm name listed on the card.

## **7.2. Driver Responsibilities**

- 7.2.1. All drivers shall have a valid Maryland license with an appropriate class rating for the vehicle being driven. Drivers are expected to obey all laws directed towards the safe operation of motor vehicles. The contractor shall be held accountable for assigning responsible and courteous drivers for service in this program.
- 7.2.2. A driver shall reserve the right to call 911 for any passenger who appears to exhibit irrational, disruptive, uncontrollable, offensive behavior or poses a danger to him/herself or others. Under no circumstances shall a driver discipline a passenger, the driver shall place a call in to the program manager who will instruct the driver in regard to appropriate action. The program manager will in turn notify the Medicaid Transportation Coordinator.
- 7.2.3. While performing duties for the WCHD, drivers must maintain a clean and neat appearance.

- 7.2.4. Drivers must be able to read, write, and speak English. It is recommended for drivers also to be able to communicate in Spanish (where applicable).
- 7.2.5. Drivers shall not be allowed to smoke in any of the vehicles whether empty or occupied.

## **8. VEHICLE, MAINTENANCE, AND FACILITIES REQUIREMENTS**

- 8.1. The contractor shall provide an adequate number of vehicles to handle the demand service for residents residing in Worcester County. It is estimated that these clients will account for approximately the number of one-way trips annually identified in section 4.6 of this RFP. The proposal shall contain the number of vehicles designated only to this project. Please list the following information for each vehicle.
  - 8.1.1. Number of seats
  - 8.1.2. If wheelchair lift-equipped
  - 8.1.3. Year, Make, and Model
  - 8.1.4. Current odometer reading at bid submission.
- 8.2. The contractor shall keep all vehicles utilized in this service fully registered.
- 8.3. The contractor shall maintain all vehicles utilized in this service in good operating condition. Prior to beginning the day's service, the driver shall perform a daily safety inspection of the vehicle. Each vehicle that is operated in WCHD services shall at a minimum meet the following maintenance requirements:
  - 8.3.1. Have operable air conditioning and heating.
  - 8.3.2. Have windows that open.
  - 8.3.3. Have no broken or cracked glass.
  - 8.3.4. Have no significant body damage such as dents or missing parts.
  - 8.3.5. Be maintained with markings that clearly identify the vehicle as being operated by the company.
  - 8.3.6. Have an operable two-way communication system of some form (Cell phone service is acceptable with Bluetooth).
- 8.4. In order to ensure that vehicles are being maintained properly and are in safe operating condition, WCHD shall have the right to inspect vehicles at any time and may take a vehicle out of service until all malfunctions are corrected.
- 8.5. The contractor shall provide suitable facilities with which to operate the service, specifically a dispatch center with a fax machine and telephones. All furnishings, equipment, and supplies are the full responsibility of the contractor.

## **9. REGULATORY REQUIREMENTS**

- 9.1. The contractor shall register and comply with all motor vehicle safety standards established by the United States Department of Transportation, the Maryland Department of Transportation, and the Motor Vehicle Administration.
- 9.2. The Contractor shall comply with all Federal, State, and local government statutes, regulations, executive orders, and administrative requirements

contained in Title VI of the Civil Rights Acts of 1964 which relate to grants received from the Department of Health and Human Services and FTA.

- 9.3. The Contractor with regard to the work performed by them during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in these Regulations, including employment practices under this Contract.
- 9.4. The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and in this regard the following shall be strictly adhered to: "In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin."
- 9.5. Contractor shall comply with all applicable American Disabilities Act (ADA) regulations for services provided under this Contract.
- 9.6. In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, the WCHD shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - 9.6.1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - 9.6.2. Cancellation, termination, or suspension of the contract, in whole or in part
- 9.7. The contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the WCHD.
- 9.8. The contractor shall comply with the FTA Alcohol and Substance Abuse Regulations and will submit forms as required. The successful bidder must submit an Alcohol and Substance Abuse Plan to the WCHD that incorporates standards at least as stringent as Worcester County's Substance Abuse Policy.
- 9.9. The contractor will have all vehicles inspected.

## **10. PROPOSAL FORMAT/EVALUATION PROCESS**

### **10.1. Proposal Preparation**

- 10.1.1. Proposal submissions shall consist of two (2) separate sealed envelopes/attachments:
  - 10.1.1.1. The first sealed envelope shall include one (1) original and four (4) copies [TOTAL of 5] of your signed and completed cover sheet, your narrative responses, and the signed Contractor's Affidavit. This envelope shall be clearly marked on the outside "*Worcester County Health Department - Transportation RFP #F738-25-2*".
  - 10.1.1.2. The second sealed envelope shall include one (1) original and four (4) copies [TOTAL of 5] of your signed Rate Sheet and any substantiation, if needed. This envelope shall be clearly marked on the outside "*Worcester County Health Department - Cost Proposal*".

*RFP #F738-25-2*".

- 10.1.2.** WCHD requests that proposers offer their response to the Request for Proposals with the following essential submissions:
- 10.1.2.1.** A cover letter that includes the titles, address, telephone, and fax number of the person authorized to represent the proposal. This letter must be signed by a company officer authorized to bind the company.
  - 10.1.2.2.** The address from which the service will be provided (dispatched).
  - 10.1.2.3.** A concise narrative of the history of your organization detailing its experience in providing transportation services of the type required in this RFP.
  - 10.1.2.4.** Resumes of those management personnel who will be responsible for the provision of services. Also include the number of drivers employed.
  - 10.1.2.5.** A service plan that details how your organization will provide the service.
  - 10.1.2.6.** Assurance that your company will carry the minimum levels of insurance as required by the State of Maryland. Evidence of insurability is required.
  - 10.1.2.7.** Assurance that your company will carry Workers' Compensation Insurance in amounts with sufficient coverage to comply with Maryland Law.
  - 10.1.2.8.** Number of vehicles designated to this program. Include year, make, model, and current odometer readings and last inspection reports at time of bid submission.
  - 10.1.2.9.** A narrative explaining the current hiring policy of drivers. Detail any required pre-hiring procedures, training, and required qualifications.
  - 10.1.2.10.** Suggestions on how to improve the delivery of services or to make them more effective and efficient.
  - 10.1.2.11.** Proposed rates to be charged to provide service.

**10.2. Evaluation Process**

- 10.2.1.** Each proposal will be evaluated by the WCHD staff utilizing the evaluation criteria in Section 11. The Purchasing Agent will forward the recommendations of this committee to the health Officer for approval.
- 10.2.2.** The contract(s) will be awarded to the bidder's whose proposal, conforming to the RFP, will be the most advantageous to the WCHD, price and other factors considered. Multiple bidders may be awarded for the same service.
- 10.2.3.** Failure of the offeror to provide any information requested in the RFP, will be the most advantageous to the WCHD, price and other factors considered.
- 10.2.4.** The sole objective of the evaluation committee will be to recommend the offer or whose proposal is most responsive to the Medical Assistance

Transportation Program's needs within the available resources. The specifications within the RFP represent the minimum performance necessary for response.

**10.2.5.** The proposal(s) with the highest score will be recommended for award.

## **11. EVALUATION CRITERIA**

### **11.1. Agency Qualifications and Experience (10 Points)**

**11.1.1.** Prior experience with transportation and/or managing a system for transporting similar clientele (5 points)

**11.1.2.** Prior experience in Worcester County and familiarity with county resources (5 points)

### **11.2. Implementation of Program (25 Points)**

**11.2.1.** The concept for implementing an effective transportation system including, but not limited to, reasonableness, allocation of resources, and concept for scheduling, invoice preparation, etc. (5 points)

**11.2.2.** The ability to quickly implement the program to serve all parts of Worcester County, as well as other pertinent locations throughout the region, if necessary (5 points)

**11.2.3.** To furnish evidence of sufficient financial responsibility to enable the offeror to fulfill this contract and to obtain the necessary equipment and manpower to ensure delivery within the parameters of the contract (5 points)

**11.2.4.** The adequacy of the plans for meeting all objectives and responsibilities as described in this RFP (5 points)

**11.2.5.** The adequacy of documentation, reporting, and evaluation methods (5 points)

### **11.3. Personnel Structure (10 Points)**

**11.3.1.** The degree to which the assigned staff have the training and experience to provide the services specified in the proposal (5 points)

**11.3.2.** The degree to which the organizational structure will facilitate good management of the program (5 points)

### **11.4. Vehicle Inventory (20 Points)**

**11.4.1.** The ability to furnish an adequate number of vehicles to handle the demand response service of an estimated 16497 trips expected per contract year (10 points)

**11.4.2.** The ability to ensure that vehicles are maintained properly and are in a safe operating condition while complying with all registrations and inspections (10 points)

### **11.5. Maintenance and Facilities (10 Points)**

**11.5.1.** The ability to ensure that vehicles are maintained properly and are in a safe operational condition while complying with all registrations and inspections (10 points)

### **11.6. Driver Screening, Selection, and Training (20 Points)**

**11.6.1.** To demonstrate pre-employment experience of driver applicants and an ongoing program of training orientation consisting of classroom, actual driving instruction, evaluation of equipment operation, and customer service relations (10 points)

**11.6.2.** To furnish evidence of the following to meet safety and regulatory requirements of drivers and key personnel: wheelchair restraint training, substance abuse policy for maintaining a drug-free workplace, and a photo ID of driver of vehicle conspicuously displayed in the interior compartment of vehicle (10 points)

**11.7. Price Proposal (5 Points)**

**11.7.1.** The appropriateness of the contractor's cost proposal (5 points)

**12. COST PROPOSAL (RATE SHEET)**

**12.1.** The bidder shall furnish a cost proposal in the form of a rate sheet. A rate sheet lists the fees you will charge for the transport and may specify point to point, mileage, meter rates, and/or hourly rates. However, the bidder shall ensure that at least two (2) pricing methods are noted in order for WCHD to determine the cost comparatively to other proposals.

**12.1.1.** Fares shall be based on the most direct route.

**12.1.2.** Charges for wait times are not permitted and cannot be reimbursed for payment per State of Maryland regulations. Contractors may conduct other non-medical transport during wait times.

**12.1.3.** When feasible, contractors may be requested to transport two or more trips scheduled in approximately the same location and same appointment times at the same time; therefore, multiple passenger rates shall be listed as well, if any additional charges apply.

**12.1.4.** Any applicable additional charges, i.e., passenger assistance, shall be specified.

**12.1.5.** "No Shows" - recipient reserves a ride but neither uses nor cancels the reservation - cannot be submitted for payment per State of Maryland regulations.

The Proposal must be signed and dated by the Principal Officer. Cost Proposal should be submitted with one (1) original and four (4) copies [TOTAL of 5] in a separate sealed envelope marked "Worcester County Health Department - Cost Proposal RFP #F738-25-2".

NOTE: If point-to-point rate is provided, please provide a diverse and comprehensive list of local locations, keeping in mind medical facilities in Worcester County, as well as the tri-county area.

A rate sheet (ATTACHMENT C) is provided for the bidder to utilize. Bidders may also submit, along with Attachment C, any other pricing/rates that they may apply.

**13. BID PROPOSAL AFFIDAVITS**

**13.1.** All affidavits must be signed and submitted with a proposal. Note: Due to various funding sources of the programs, some sections may be redundant to initial terms and conditions; in such cases, contractors shall adhere to the more stringent of the two conditions.

**14. CONTRACTOR'S AFFIDAVIT FORM**

BID OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

**15. THE ABOVE-NAMED BIDDER AFFIRMS AND DECLARES:**

- A.** That said bidder is of lawful age and the only one interested in this bid; and that no person, firm, or corporation other than herein above-named has any interest in this bid or the contract proposed to be entered into.
- B.** The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor.
- C.** That said bidder has carefully examined the area to be served, and from said bidder's own investigations has satisfied themselves as to the nature and character of the location, the equipment and manpower requirements to perform the specified work, and all other items which may, in any way, affect the work or its performance.
- D.** That said bidder is not in arrears upon debt or contract to the WCHD or any other government jurisdiction and is not a defaulter, as surety or otherwise, upon obligation to any government jurisdiction.
- E.** On acceptance of this bid for the specified work the undersigned does bind the person or person to provide services to the WCHD as specified in RFP #F738-25-2.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

The agreement between WCHD and the successful bidder shall consist of this RFP, addenda, the bidder's proposal, rate sheet, WCHD's acceptance and notice to proceed. Change orders or other modifications subsequent to award must be mutually agreeable, documented in writing, and signed by both parties.



**Worcester County Health Department**

**Medicaid Transportation**

**No Show Policy**

A no-show occurs when a recipient either is not at the arranged pickup point at the appointed time or refuses the ride at that time and has not canceled the trip in advance.

The driver will wait five (5) minutes beyond the stated pick-up time.

Cancellation calls can be placed 24 hours a day, but it is recommended to call between 8 a.m. and 4 p.m. prior to the day of the scheduled ride (Cancellations MAY be left on voicemail).

Return trips must also be canceled. Failing to cancel is considered the same as a “no show”. Example: You get a ride home from a doctor’s office or shopping center with a friend when a return trip has been scheduled with the vendor and the vendor provides services to the appointment. If a passenger is a “no show” for their arrival trip to the appointment, it will be assumed that the rider did not go; and therefore, the return trip will be automatically canceled unless otherwise notified.

If the recipient no-shows three (3) or more consecutive times, the client must call the office, the day before the transport, for the pickup time. The recipient will be mailed a copy of the “No Show Policy” and a written warning that contains the following information:

Date of no-show

Pick-up address

Statement that future no-shows without appropriate notification may result in the recipient having to call the transportation provider the day before any future scheduled trips to confirm the trip. If the client fails to do so, the ride will be automatically canceled. No show letters will be sent out at the end of each month.

**Must Call to Confirm Rides**

After the third (3rd) no show in a 6-month period the client shall be placed on a must-call-to-confirm ride basis. A written notice will be sent to passengers stating that for future trips the passenger will be required to call the Medicaid Transportation the day before to confirm all trips. If the client fails to call, the trip will be canceled, and the driver will not attempt to pick

them up. **Must-call status will be maintained for a minimum of 3 months until the behavior has been modified.**

An effective date for imposing this requirement, not earlier than five calendar days from the date of the letter, shall be given.

Assigned staff will be responsible for tracking no-shows, mailing letters once a month, and entering the date that letter is sent, name, address, and no-show dates into an Excel spreadsheet.

Passengers may provide a written statement or call the Medicaid Transportation Coordinator, Wendy McIntyre, at 410-632-0092 explaining the reason for “no show”.

**RFP #F738-25-2****Medicaid Transportation Rate Sheet**

<b>SEDAN RATES</b>	<b>VAN/BUS RATES</b>	<b>WHEELCHAIR RATES</b>
<b>LOCAL Fares-Per Mile Rate</b> _____	<b>LOCAL Fares-Per Mile Rate</b> _____	<b>LOCAL Fares-Per Mile Rate</b> _____
<b>LONG DISTANCE Fares-Per Mile Rate</b> _____	<b>LONG DISTANCE Fares-Per Mile Rate</b> _____	<b>LONG DISTANCE Fares-Per Mile Rate</b> _____
<b>Multiple Ride Fare</b> _____	<b>Multiple Ride Fare</b> _____	<b>Multiple Ride Fare</b> _____
<p>*Multiple Ride Fare is the rate that is charged per rider when two or more passengers ride in the same vehicle. Note: Attendants and guardian of children with the medical appointment shall not be charged.</p>		

OTHER RATES

May include per zone rates, per hour rates, or per passenger rate. If other rates are given, indicate all of the above factors.


