



**modivcare**

**Mississippi Medicaid**

# Transportation Provider Manual

**Non-Emergency Medical Transportation Program**

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# Introduction

Modivcare's Non-Emergency Medical Transportation (NEMT) Program and Non-Medical Transportation (NMT) are Medicaid benefits available to Members who do not have any other means of transportation to and from appointments for covered health care services. Some Medicare Advantage and other Medicare managed care plans, which are Modivcare Clients, also offer limited NEMT and/or NMT benefits to Members in their plans. Throughout this Manual, the NEMT and NMT services that Medicaid and certain Medicare Advantage and other Medicaid and Medicare managed care organizations (MCOs) offer are referred to collectively as the "NEMT Program." Likewise, "Members" will refer to covered individuals who may be described by Clients as Beneficiaries, Participants, Recipients, or other similar terms.

Modivcare is a transportation broker that processes requests for, arranges, and coordinates the provision of NEMT and NMT for Members participating in the NEMT Program by contracting with independent Transportation Providers. Modivcare provides such brokerage services under contracts State Medicaid agencies and with private MCOs, referred to as "Clients" throughout this Manual.

The purpose of this Manual is to provide transportation companies that contract with Modivcare with a narrative of Modivcare's operating process, in accordance with Modivcare's Client contracts, procedures and requirements Transportation Providers must perform and meet in order to participate in the NEMT and NMT Program. In particular, this Manual contains:

- Modivcare's operating procedures
- Transportation Provider driver, attendant, and vehicle requirements
- NEMT and NMT scheduling procedures
- NEMT and NMT scheduling requirements
- NEMT and NMT performance standards
- NEMT and NMT delivery procedures
- Transportation Provider responsibilities

## **Modivcare's Operating Procedures**

As the NEMT and NMT broker, Modivcare coordinates all aspects of our Clients' NEMT and NMT Programs. However, Modivcare does not perform actual transportation services, employ drivers,

or own any vehicles used for NEMT Program services. Rather, Modivcare contracts with independent Transportation Providers to perform all trips using vehicles operated by such providers. Modivcare receives requests for NEMT and NMT and confirms Members are eligible to receive transportation benefits, coordinates reservations for trips, investigates any complaints, and performs other quality assurance activities such as reporting to Clients. Modivcare also pays Transportation Providers according to individual provider contracts for the full range of covered transportation services, including taxicabs and sedans, vans, mini-buses, wheelchair vans, stretcher vans, non-emergency ambulance, and fixed-route public transportation. Modivcare also provides mileage reimbursement to certain Members and volunteers. Under the terms of its Client contracts, Modivcare:

- Recruits and maintains an adequate network of NEMT and NMT Providers
- Operates a toll-free call center for trip requests and customer service
- Verifies Member eligibility to receive NEMT and NMT services
- Verifies Members' eligibility for NEMT and NMT levels of service in accordance with Clients.
- Verifies that trips are required for Members to receive medical services covered by Clients' programs and plans (which sometimes includes confirming appointments and attendance with medical providers)
- Assigns and schedules trips on a per-trip or recurring basis with the most appropriate and cost-effective Transportation Providers, consistent with the transportation needs of the Members (e.g., curb-to-curb delivery)
- Confirms that Transportation Providers are in compliance with Clients' driver and vehicle standards and requirements
- Pays Transportation Providers in accordance with their contracts for services rendered and properly invoiced
- Develops and implements a system that tracks complaints and complaint resolutions
- Develops and implements monitoring systems and quality assurance plans
- Provides general administrative oversight of the NEMT and NMT Program
- Submits required reports to Clients according to formats and deadlines established in Client contracts
- Subcontracts with a third party to conduct annual Member, facility, medical provider, and Transportation Provider satisfaction surveys, and reports results to those Clients requiring such surveys under their contracts
- Submits claims/encounter files as Clients require

- Protects the confidentiality of Members' health information in accordance with HIPAA and other applicable law
- Maintains adequate staff and facilities
- Participates in Member appeals as required by Client contracts

The basic steps Modivcare follows to authorize NEMT and NMT services, arrange transportation, and pay Transportation Providers for services are described below:

- A Modivcare customer service representative (CSR) receives a reservation telephone call from a Member, Member representative, or a medical facility requesting NEMT and/or NMT services. Modivcare can receive reservation requests by fax, email, smart device App, or through a secured website as permitted under particular Client contracts.
- Modivcare verifies the Member's NEMT and/or NMT Program eligibility for the requested date of service.
- Member eligibility for transportation services is evaluated in accordance with the Client's transportation policies, including verifying that a Medicaid Member has no other means of transportation available.
- As needed, Modivcare verifies that the trip is for a service covered by the Client's program or plan.
- Modivcare verifies the transportation level of service (i.e., sedan, wheelchair van, etc.) and informs the Member of the transportation arrangements.
- Modivcare assigns the trip to the most appropriate and cost-effective Transportation Provider available, consistent with the needs of the Member.
- Modivcare pays Transportation Providers within thirty (30) days, or within such other timeframe as mandated in the Client Contract, of a properly completed and verified trip invoice and in accordance with the payment terms of the Transportation Provider Agreement.

These procedures may vary when public transportation or other appropriate transportation services are used.

# Transportation Scheduling Procedures

## Gatekeeping

Modivcare confirms NEMT Program services are approved and provided according to the terms and limitations of Modivcare's Client Contract(s), and as required under applicable laws and regulations. By law, NEMT Program services are only available for eligible Members who have no other means of transportation to covered medical services. Routine reservations for NEMT and/or NMT services must be made one (3) business day or more in advance of the medical appointment (Advanced Notice Requirement varies by Client Contract). Requests for transportation services to urgent medical services (Urgent Trips) are not subject to this advance notice requirement.

## How Can Transportation Providers Help the NEMT and NMT Program Run Smoothly?

The trip details contained on trip reservations sent to Transportation Providers are based, in part, on the data contained in the Member eligibility files that Modivcare receives from its Client(s), as well as from the information provided by Members, Member representatives, or from medical providers and facilities during the trip reservation process. Because such information may not always be accurate or complete, the Transportation Provider plays an important role in identifying gaps and errors. Transportation Providers should contact Modivcare, via the Transportation Provider Line at **866-779-0568** if address information, scheduled pick-up or drop-off times, or any other information on trip reservations is inaccurate or incomplete in any way.

Any Transportation Provider who has reason to believe that a Member should not be transported should contact Modivcare immediately with the Member's name, the job number, and date for the trip, as well as the reason the Transportation Provider believes that the transport is inappropriate. Valid reasons to cancel and/or reschedule a reservation may include discovery that the Member has access to other means of transportation, that a closer medical facility is available, that transportation is not for a covered service, or that the Member is assigned to the wrong level of service (e.g., the Member is assigned to a wheelchair van but is able to walk).

## Member Registration and Reservations

Modivcare uses proprietary software, which captures all of the information required by our Clients and by sound business practices to arrange and coordinate efficient and cost-effective delivery of NEMT Program services. Information about the Member's trip request that is analyzed using software to determine the optimal reservation arrangement is divided into two general categories comprised of:

- the pick-up location and trip destination, which are obtained from the Member, representative or medical facility, and
- transportation details, such as the level of service, the pick-up time, the nature of the appointment, and the Member's special needs.

The software generates pick-up times, or "be ready" times, based on the total expected travel distance of the trips. The assigned Transportation Providers may not modify these times once they have received their daily trip manifests; however, Transportation Providers may offer Members alternative pick-up times to better coordinate vehicle routes and multi-load opportunities. The Transportation Provider must communicate to Modivcare any changes to pick-up times on which the Provider and the Member agree. Modivcare must also authorize changes in advance of the trip to accurately capture and report on-time performance. Reservation information is tracked in the software based on a unique trip number that is given to both the Member and the assigned Transportation Provider. Any reference to specific transportation reservations should include the scheduled date of service as well as the assigned trip number.

## Transportation Levels of Service

Modivcare's Clients determine the criteria for selecting the appropriate transportation levels of service. These criteria are incorporated into the standard operating policies and procedures and training materials used by Modivcare's CSRs. For example, when determining the appropriate vehicle to assign for a Member who uses a wheelchair, Modivcare's staff is trained to ask appropriate questions, such as:

- Does the Member have his or her own wheelchair?
- Is the Member transferable (i.e., the Member does not require a lift or ramp-equipped vehicle)?
- Will the treatment sought at the medical appointment affect the Member's ability to transfer?

The transportation level of service gatekeeping process is repeated at appropriate intervals to monitor acute conditions that may change over time. For example, a Member with a full leg cast may require wheelchair van service initially, but able to travel by ambulatory sedan after removal



of the cast.

Common levels of service for the NEMT Program can include transport of Members who are ambulatory, wheelchair dependent, stretcher dependent, or require non-emergency ambulance service. Modivcare contracts with a variety of Transportation Providers to meet the particular levels of service needed to fulfill the requirements of its Client contracts. This may include contracting with paratransit companies, ambulance companies, and taxicab companies, as well as utilizing public bus and rail systems, volunteers, and charitable organizations. Medical Necessity documentation is generally required from the Member's medical provider for all Wheelchair, stretcher, and ambulance transports. Modivcare's prior authorization staff will coordinate obtaining the medical necessity documentation.

Transportation Providers must immediately contact Modivcare if they believe that an inappropriate level of service has been ordered for a Member. If a situation concerning assignment of an improper level of service requires immediate attention, a Transportation Provider can call the dedicated Transportation Provider Line at their assigned business office twenty-four (24) hours a day for immediate assistance.

Wheelchair-dependent Members must provide their own wheelchairs. Wheelchair-dependent Members who do not provide their own equipment will not be upgraded to stretcher van or non-emergency ambulance transportation. Modivcare will certify with a member's medical provider that stretcher transportation is medically necessary prior to transporting the member at the higher level of service.

The NEMT Program does not include emergency transportation of any kind. Members contacting Modivcare with emergencies are immediately redirected to call 911 emergency services.

## **Urgent Trips**

Although most trips require one (3) business day or more advanced notice, Modivcare arranges NEMT Program services when a Member requests services for urgent care and has no other means of appropriate transportation. Urgent care situations typically include the following types:

- Cardiac, pulmonary, chemotherapy/radiation, diabetic complications, dialysis, hospital visitation by parent/guardian/caregiver to any inpatient critical care unit, high risk pregnancy, newborn check, prenatal appointment, transplant patient (service must be related to the transplant), life sustaining wound care, and a vision threatening eye injury.

The pick-up time for most urgent trips is determined by the availability of transportation resources within the NEMT and NMT network. However, Modivcare is required to arrange transportation for

hospital discharges for pickup within a one (1) hour window from the time that Modivcare receives the call from the hospital. Once the Transportation Provider accepts a scheduled urgent trip, it must adhere to standard, on-time pick-up requirements for the trip.

Modivcare will authorize one (1) transportation attendant/escort if needed for safety of Member(s), to maintain on-time trip performance, or if needed to reduce or prevent potential behavioral problems that could occur during transport. Situations that may give rise to prior authorization of transportation attendants include, but are not limited to, transportation of a Member or group of Members who are visually impaired, hearing impaired, mentally or behaviorally challenged, under eighteen (18) years of age, or who otherwise require assistance. For more information about attendants, see the section entitled “Other Riders” in this Manual.

## **The Complaint Process**

Modivcare is responsible for recording and responding to any Member expression of dissatisfaction (i.e. “complaint”) associated with the delivery of NEMT Program services from Members, medical providers or facilities, Transportation Providers, or any other stakeholder.

Complaints are recorded within the software and are investigated by a designated team of Member Experience staff. Complaints regarding trips are tracked based on their nature as well as the Transportation Provider involved. Excessive substantiated complaints concerning a specific Transportation Provider may result in Modivcare assigning fewer trips and/or assessing liquidated damages to that particular Transportation Provider or may result in termination of the contract between Modivcare and the Transportation Provider.

All Modivcare staff members are trained to recognize and record complaints. Therefore, Members or medical care providers and facilities may report complaints by contacting Modivcare through any phone line. Complaints may also be submitted electronically via designated Client-specific websites / portals, or by email. For Members who contact Modivcare’s Ride Assistance Department, a Ride Assist Agent will attempt to resolve the issue by contacting the assigned Transportation Provider while the Member is still on the line. Complaints that do not involve immediate service needs are assigned to a member of Modivcare’s designated Member Experience staff.

Transportation Providers may register complaints about Modivcare services or a particular Member by contacting Modivcare’s Transportation Department, or any other Modivcare operations staff member. Transportation Providers receive a daily detail report of complaints concerning particular trips and/or specific drivers that have been investigated and determined to be substantiated. These complaints are reviewed with Transportation Providers during routine meetings with Modivcare.

## **Trip Assignment and Notification Procedures**

Transportation Providers with appropriate technology platforms may download their trip manifests at their convenience from a secured internet website. For Transportation Providers not so equipped, Modivcare sends trip manifests by fax at least forty-eight (48) hours prior to the date of service. Trip manifests that are sent by fax are sent to the fax number the Transportation Provider designates in its response to the Modivcare Network Provider Questionnaire. Transportation Providers must submit any changes to the designated fax number for your local market.

The trip manifest will show all reservations that have been assigned to the Transportation Provider. The Transportation Provider must review the manifest to determine whether every reservation meets the service levels it provides and is in the geographic area it serves. If the Transportation Provider receives reservations outside of its service area or which it cannot perform for any other reason, the Transportation Provider must re-route the trip to Modivcare manually using a Re-route Form or electronically via the Transportation Provider web portal at <http://transportationco.Modivcare.com>.

Modivcare strongly encourages Transportation Providers to use the online method to re-route trips. Re-routed trips must be received by Modivcare no less than twenty-four (24) hours prior to the pick-up times of the trips to be rerouted.

Twenty-four (24) hours before the date of service, the Transportation Provider may receive a revised manifest, which includes any changes or additional trips. A Modivcare representative will confirm by phone call with the Transportation Provider any trips assigned, or changes made within twenty-four (24) hours of the scheduled pick-up time. The revised manifest will serve as an update reflecting such changes.

If the Transportation Provider does not provide the required twenty-four (24) hour notice for a rerouted trip, and Modivcare must therefore make alternative transportation arrangements, the Transportation Provider may be responsible for any additional charges incurred to secure this replacement transportation. Modivcare may deduct this extra cost from payments to the Transportation Provider. This provision does not apply to circumstances beyond control of the Transportation Provider, such as a sudden vehicle breakdown or a vehicle accident, but any circumstances must be communicated to Modivcare at the time they occur, and documentation will be required to bring the vehicle back into service.

Transportation Providers must complete all trips assigned to them on their manifests and not re-routed back to Modivcare unless extenuating circumstances occur. Transportation Providers must provide valid reasons for all trips they request to be re-routed. If a Transportation Provider continually receives an excessive number of trip assignments, either in total or by vehicle type (i.e., transportation level of service), it should contact a Modivcare Transportation Manager to confirm Modivcare has the correct information about its vehicle capacity and service area. Transportation Providers may receive fewer trip assignments if reservations are re-routed without valid reasoning, or in a timely manner.

Return trips, also known as “B-Leg” trips, are scheduled during the initial reservation process. However, Members are often unable to determine when their medical appointments will end, or otherwise know exact return times. In these instances, the B-Leg trip pick-up times appear as “will calls” on trip manifests. For will call return trips, Members call the Modivcare Ride Assist toll-free phone number. The Ride Assist Agent in turn contacts the Transportation Provider to advise that the Member is ready for a return trip pick up. The Ride Assist Agent will remind the Member, it may take up to forty five (45) minutes for the Transportation Provider to arrive for the return trip. Transportation Providers must document these times along with all actual pick-up and drop-off times on billing forms submitted to Modivcare. Transportation Providers must review trip manifests prior to the scheduled date of service. Modivcare recommends, and in some instances requires, that the Transportation Provider follow, at a minimum, the procedures listed below:

- Transportation Providers should contact Members no later than the night before the scheduled trips to confirm the trip and thereby reduce the risk of Member “no shows.”
- Transportation Providers should arrange pick-up times to maximize the ability to appropriately multi-load while still getting Members to their destinations on time.
- Transportation Providers must notify Modivcare of any schedule time changes before performing the trip to prevent disrupting the reservation process and to allow Modivcare to accurately track on-time performance. Transportation Providers are not authorized to change pick-up times without first contacting Modivcare.
- Transportation Providers must report all cancellations via an approved ATMS or by use of Modivcare’s online portal at [http:// transportationco.Modivcare.com](http://transportationco.Modivcare.com). If pre-approved by Modivcare, a Transportation Provider may submit a paper Cancellation Report Form to be faxed to Modivcare by 12:00 p.m. each day for the cancelled transports from the previous day. A Cancellation Report Form is found at Attachment 4 to this Manual.

Only those trips assigned by Modivcare with valid job numbers are eligible for payment to the Transportation Provider. Modivcare will not pay for trips it did not assign to the Transportation Provider or for trips without a valid job number. Claims denied and returned to the Transportation Provider because of missing information may be resubmitted with the previously missing information. Additional requirements for payment of claims after resubmission are found in Exhibit B to the Transportation Provider Agreement.

Modivcare’s Transportation Provider Agreements do not contain any guarantees of a minimum number and/or type of trip assignments; in addition, Modivcare does not permit Members to select Transportation Providers. However, Members and medical providers can and do influence Modivcare’s assignments by reporting both positive and negative service and quality issues, and Modivcare works to accommodate Member requests not to be transported by a particular Transportation Provider for valid reasons relating to negative service and quality experiences.

Prior to the scheduled date of service, Modivcare reviews all reservations and may make changes to Transportation Provider assignments. Changes to trip assignments are usually made to confirm that:

- The Transportation Provider assigned has been and remains approved to participate in the NEMT and NMT Program
- The Transportation Provider assigned is able to supply the appropriate level of service
- The Transportation Provider assigned is available in the geographic service area
- The number of reservations assigned to the Transportation Provider does not exceed the Transportation Provider's capacity
- The trips are assigned in the most cost-effective manner

# Transportation Provider Requirements

## Administrative and Operational Requirements

Please read your contract, this provider manual, and all documents contained in your application and contracting packet. Write down any questions or concerns you have after studying this material. Call our local office when you are ready to arrange a meeting to discuss your questions and concerns. Also, you must have filled out all the required forms and submitted all required documentation to be an active provider in the Modivcare transportation provider network. Once we receive approval from our corporate offices, you will receive a welcome letter indicating the date when Modivcare will start assigning your company trips.

The following operational procedures and administrative duties are found in Modivcare's Client contract(s), the Transportation Provider Agreement, and/or reflect Modivcare's internal policies and procedures:

- The Transportation Provider receives trip reservations by fax or on the Transportation Provider Web Portal from Modivcare each day. For urgent medical appointments (urgent trips), the Transportation Provider must accept telephone reservations from Modivcare (with a supplemental confirmation by fax, if requested).
- The Transportation Provider must transport Members and transportation escorts in accordance with the specifications of the reservations provided by Modivcare and the terms of the Transportation Provider's contract with Modivcare (the Transportation Provider Agreement). The Transportation Provider may refuse to transport a Member who, upon consultation with Modivcare, is determined to be a threat to the health, safety, and of either the Transportation Provider's employee, other Members, escorts, prevents and/or inhibits the vehicle from safe operation.
- When a "will call" return trip has been pre-authorized by Modivcare, the Transportation Provider accepts telephone orders from Modivcare to give notification of the appropriate pick-up time, which must be no more than forty-five (45) minutes after the call from the Member is received.
- The Transportation Provider must inform Modivcare of its inability or unwillingness to accept or complete a trip assignment at least twenty-four (24) hours before the scheduled pickup time to allow Modivcare to make alternative arrangements.

- The Transportation Provider must establish and maintain both a dedicated telephone line and dedicated fax line for use by Modivcare to contact the Transportation Provider. Fax lines must be equipped with a fax machine. Modivcare must be able reach a Transportation Provider supervisor at all times that Members are in the Transportation Provider's vehicles. Drivers must be equipped with a cell phone and/or a two-way radio. Pagers are not acceptable.
- To better assist the Member and Transportation Provider during transport, ModivCare Solutions, LLC offers interpreter services. The Transportation Provider must contact the Transportation Provider Line to initiate interpreter services.

The Transportation Provider must hold all information obtained regarding Members in the strictest of confidence. Providers shall only use such information as required in the performance of its obligations under the Transportation Provider Agreement and the Business Associate Agreement (BAA).

## **Other Riders**

A transportation escort may ride with a Member at no extra charge. The transportation escort is expected to assist the Member and the driver as requested to achieve the objectives outlined in this manual for safe and timely transport of the Member. Modivcare is responsible for obtaining any necessary prior authorization of transportation escorts. If the trip reservation assigned by Modivcare indicates that the Member will provide the car seat(s) for children accompanying them, but upon arrival for pick-up the Member does not have the car seats, the Transportation Provider may not transport the children until the appropriate car seat(s) are available. If the appropriate car seats are not available, the Transportation Provider must contact Modivcare and the Member must reschedule the trip reservation. A child's parent, guardian, or authorized escort must accompany any children below the age of eighteen (18) unless Modivcare has obtained a Minor Consent Form. Transportation attendants and children must be included on the original trip reservation to allow the Transportation Provider to confirm there is adequate space in the vehicle.

If a Member arranges with a Transportation Provider to make changes to a pick-up time, the Provider must inform Modivcare of such changes. Modivcare reports each Transportation Provider's timely pick-up compliance performance on a monthly basis to the Transportation Provider and Clients according to the terms of its contracts with Modivcare.

## **General Vehicle Requirements**

All vehicles use to perform services under the Agreement must meet the requirements listed in Attachment 3 to this Manual, found below.



## **Vehicle Inspections**

All Transportation Provider network vehicles used in the NEMT Program must be registered with Modivcare prior to performing services and must undergo an initial inspection, to be repeated on at least a semi-annual or annual basis thereafter based on Client requirements. Modivcare may perform interim inspections of vehicles as necessary, at Modivcare's sole discretion.

Modivcare uses an electronic vehicle inspection form to prepare a Vehicle Inspection Report. Vehicles that pass inspection are issued a green inspection sticker, which must be placed on the outside of the rear window of the vehicle.

Vehicles that do not pass inspection but do not have violations that may pose an immediate threat to the safety and comfort of Members are given a "provisional" yellow sticker indicating the vehicle's probationary status. The Transportation Provider must then arrange for re-inspection of the vehicle within 10 days. Failure to present the vehicle for re-inspection or failure to pass the re-inspection results in the vehicle being "redlined." A redlined vehicle may not be used to transport Members under any circumstances. Modivcare will not pay for any trips performed in a redlined vehicle. Using redlined vehicles in the NEMT Program is cause for the immediate termination of the Agreement with Modivcare. The vehicle inspection stickers may not display the words "Medicare" or "Medicaid."

## **Driver and Transportation Attendant Qualifications**

All drivers or transportation attendants used in the NEMT Program must, at a minimum, meet the qualifications as outlined in your Agreement. All driver and transportation attendant records and qualifications must be submitted to and approved by Modivcare prior to the driver or attendant providing services, and annually thereafter. Modivcare may perform interim inspections of driver and transportation attendant records as necessary, at Modivcare's sole discretion. Any driver or attendant who fails at any time to meet all qualifications will be precluded from providing NEMT services under the Transportation Provider Agreement with Modivcare. All records concerning driver and transportation attendant qualifications must be submitted to Modivcare's Compliance and Credentialing Department.

## **Driver Education**

All drivers who deliver services under the Transportation Provider Agreement must have successfully completed the following educational requirements:

- General NEMT Program orientation
- Customer service, courtesy, and sensitivity awareness
- Driver conduct



- Vehicle orientation and pre-trip inspection
- National Safety Council DDC-4 defensive driving course (or approved equivalent)
- Passenger assistance techniques course (or approved equivalent)
- Proper handling and securement of mobility aids
- Record keeping requirements
  - Emergency procedures
  - Use of a “spill kit” and the removal of biohazards
  - National Safety Council First Aid/AED/CPR Course (or approved equivalent)
  - Member information confidentiality and HIPAA compliance

All educational materials, including this Transportation Provider Manual, will be updated annually to reflect changes in policy and revised or new procedures. Modivcare offers a program that fulfills many of these educational requirements: Passenger Assistance, Safety & Sensitivity (PASS). Transportation Providers may obtain information regarding the PASS program from Modivcare. Use of alternative educational programs is allowed under some Client contracts but must be preapproved by Modivcare and the Client.

## **Insurance, Licensure and Certification**

A copy of all insurance, licensure, and certification records required by the Transportation Provider Agreement must be sent to Modivcare’s Compliance and Credentialing Department as they are renewed and updated. Insurance must meet the minimum requirements per the limits outline in the Agreement.

## **Wheelchair Safety**

Wheelchair-bound Members are often very fragile and easily injured; therefore, one of the driver’s most important jobs is to correctly secure a wheelchair and its occupant in the vehicle. Transportation Providers must immediately suspend drivers who fail to secure wheelchair-bound Members properly from providing NEMT Program services under the Transportation Provider Agreement with Modivcare. A driver who fails wheelchair safety requirements once may be reinstated after successfully completing a wheelchair securement class, providing proof to Modivcare, and receiving Modivcare’s re-authorization to perform services under the Transportation Provider Agreement, at Modivcare’s sole discretion. However, any driver who has a second occurrence of improper wheelchair securement may be permanently prohibited from providing services under the agreement with Modivcare.

## Transportation Provider Staff Orientation

Modivcare conducts a series of orientation sessions for new Transportation Provider's staff. These sessions are offered at Modivcare business offices, the Transportation Provider's base of operations or via Webinar as appropriate. The purpose of orientation sessions is to meet with the new Transportation Provider and its staff to outline basic information about how the NEMT Program operates. The Transportation Provider orientation program includes the following topics:

- Overview of the NEMT Program and the roles of Modivcare and the Transportation Providers
- Public Health Crisis Protocols
- Vehicle requirements
- Driver qualifications
- Driver conduct
- The use of transportation attendants
- Scheduling procedures during regular operating hours, including criteria for determining the most appropriate transportation level of service for the Member
- "After hours" scheduling procedures
- Urgent trip procedures
- Criteria for trip assignment
- Delivery of NEMT Program services
- Billing and payment procedures
- Driver customer service standards and requirements during pick-up, transport, and delivery
- Record keeping and documentation requirements for scheduling, dispatching, and transporting, including completion of required trip logs
- Complaint procedures

The orientation sessions encompass the requirements of the Transportation Provider Agreement, including those pertaining to vehicles and drivers, and how to handle and report various situations. Emphasis is placed on the customer service aspect of NEMT and NMT delivery; it is stressed that drivers are to treat all Members with care, dignity, and high regard for their safety. In addition, the orientation will address administrative issues such as record keeping, reporting, billing, and payment submission. Modivcare conducts regular Transportation Provider meetings throughout the state to address these and other topics.

## **Public Health Crisis Protocols**

In the case of a public health crisis, all Transportation Providers are expected to follow applicable Federal, State, and Local guidelines or regulations related to transportation for hire according to the municipalities in which they operate. This may include use of Personal Protective Equipment, social distancing, single-rider loading, etc.

## **Insurance, Licensure and Certification**

Salesforce.com is Modivcare's repository for submitting contracts. Providers must submit all documents to Modivcare, as they are renewed or updated, no less than annually.

# Payment and Recordkeeping

## Rates

Only services specifically pre-authorized by, and for which a job number has been assigned to the Transportation Provider by Modivcare will be compensated. Transportation Providers are paid pursuant to the terms of their Agreements with Modivcare.

To determine the payment amount Modivcare calculates mileage using proprietary and/or third party mapping software. Distances are measured as the shortest distance from the point of pick-up to the point of drop-off and rounded to the nearest whole number. If a Transportation Provider believes there to be a material mileage error, it should bring it to Modivcare's attention before running the trip. Modivcare may use automated vehicle location ("AVL") geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Transportation Providers must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) as defined on the trip reservation.

## Invoicing

Transportation Providers must report cancelled trips no later than the day after the cancelled trip using the designated online portal. Paper cancellation forms may be accepted on an exception basis with prior approval from Modivcare. Cancellations should not be reported on billing logs.

Modivcare does not accept paper claims. All trip claims must be submitted via the Transportation Providers' pre-approved digital transportation management software or using Modivcare's secure web-billing portal. Modivcare verifies trips submitted for payment against its electronic records of trips assigned and performed. Modivcare will deny payment for trip claims with incomplete trip log information. All corrected / re-submitted claims must be submitted by email for manual processing to [virginia.billingoperations@modivcare.com](mailto:virginia.billingoperations@modivcare.com).

Many Medicaid Members have other insurance coverage. State and federal regulations mandate that Medicaid is always the payer of last resort.

## **Payment Terms**

As a condition of payment, Transportation Providers must submit accurate invoices, including properly completed trip logs, to Modivcare within 60 days of date of service. Time is of the essence with respect to providing prompt and accurate invoices. No payments will be made for services performed by non-compliant drivers or vehicles, including drivers or vehicles that are not registered with and approved by Modivcare to provide services. Invoices not submitted within 60 days of service will be subject to a ten percent (10%) reduction in the amount that would otherwise be due under the invoice. Invoices submitted more than 120 days after the date of service will be disallowed in their entirety.

Claims that are denied and returned to the Transportation Provider because of missing information may be resubmitted with the previously missing information. These claims are subject to a 10% reduction in the amount that would otherwise be due under the invoice if not resubmitted within 30 days of the date the claim was returned to the Transportation Provider, and will be denied in their entirety if not resubmitted within 60 days of the date the claim was returned.

If a Transportation Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Transportation Provider's invoice.

Modivcare pays properly submitted uncontested invoices twice per month by check or electronic transfer within 30 days after receipt, or more frequently if required by applicable State regulations or by the Client. If a payment date falls on a holiday, payments will be made on the next business day.

## **Charges Against Invoices**

If requested by a Transportation Provider or otherwise required by a Client, Modivcare may provide or facilitate certain driver and/or attendant training and/or orientation services. In addition, Modivcare has entered into an agreement with an independent credentialing company for nationwide access to credentialing and screening services for drivers. This company offers the minimum level of credentialing required by Modivcare's Clients at a highly competitive rate. Transportation Providers may use the independent credentialing company and access the rates negotiated by Modivcare for such services or it may use an alternative vendor, pre-approved by Modivcare, to complete the necessary credentialing requirements. If a Transportation Provider uses the independent credentialing company, then the actual cost of such services shall be deducted from the Transportation Provider's invoice at cost without additional profit or surcharge applied by Modivcare.

## **Maintenance of Records**

Transportation Providers must establish, maintain, and provide to Modivcare within three (3) days of a request (or as otherwise required under the Transportation Provider Agreement), the following records and related information:

Vehicle records, including at a minimum the following documentation for each vehicle:

- Manufacturer, model and model year
- Vehicle identification number (VIN)
- Odometer reading at the time the vehicle begins to provide NEMT Program services to Members
- Type of vehicle (sedan, minibus, wheelchair van, stretcher van, non-emergency ambulance)
- Capacity (maximum number of passengers)
- State license plate number
- Insurance certifications
- Special equipment (wheelchair lift, etc.) Dates, odometer readings, and descriptions of all inspection activities (e.g., verification that the vehicle meets Transportation Provider Agreement requirements, inspections of equipment, etc.)
- Records for each driver and transportation attendant, including at a minimum, name, date of birth and social security number
- Copy of a current, valid driver's license to operate the vehicle(s) to which the driver is assigned, to be updated as the license is renewed (drivers only)
- Driving records for the previous five (5) years obtained from the applicable DMV, to be updated annually or more frequently upon Modivcare's or a Client's request
- Copy of national criminal background check including a check of the national sex offender registry
- Copy of results from a nine- panel drug screen
- Copy of certificates and documentation of current basic first aid, child passenger safety, defensive driving, and lift operation and wheelchair securement training, as applicable
- Passenger Assistance Safety and Sensitivity (PASS) certificate, or documentation of completion of applicable substitute educational requirements
- Passenger Assistance Safety and Sensitivity (PASS) Wheelchair certificate or documentation of completion of applicable substitute educational requirements for all drivers of a company that provide wheelchair level of service.
- Documentation of any complaints received about the driver and any accidents or moving violations involving the driver

## Trip Logs

Transportation Providers must capture or complete a trip log that includes data for every Member scheduled for transportation by Modivcare. Modivcare provides a master trip log that may be downloaded from the Transportation Provider portal in the event the provider's ATMS does not capture all required data. All documentation of time must be stated in military time (i.e. 24-hour intervals). The trip log must include the following information for each trip:

- Date of service
- Driver's name (as it appears on his or her driver's license);
- Driver's signature (written or digital)
- Transportation attendant's full name (if applicable)
- Member's name
- Member's or transportation escort's signature (if applicable)
- Last six numbers of the Vehicle Identification Number (VIN) on file with Modivcare
- Mode of transportation authorized (i.e., the transportation level of service)
- A unique Transportation Provider number assigned by Modivcare (trip number)
- Each Member transported with their actual pick-up time (in military time)
- Each actual drop off time (military time) for each Member
- Transportation Provider invoice amount per trip leg
- Any other pertinent information regarding completion of the trip
- Request Tracking Number
- Destination and/or Medicaid Provider Information
- Notes, if applicable. At a minimum, the log must show notes in the case of cancellations, incomplete requests, "no-shows", accident and incident.

Every Member transported by the Transportation Provider must sign the trip log. If the Member is not physically or mentally capable of signing the trip log, the driver should attempt to obtain a signature from a representative at the pick-up or drop-off address (the medical facility). Under extenuating circumstances, such as a global pandemic, Modivcare may temporarily change signature requirements for a period of time. Your Provider Relations Manager will notify you of any such changes and the duration of the temporary policy change. The facility's representative should sign his or her own name, not the Member's name. If no facility representative is able or

willing to sign the trip log, the driver must write “unable to sign” and the driver’s initials on the Member signature line and give specific reason(s) the Member signature is unavailable in the “driver’s comments” section of the trip log. Transportation providers are responsible for notifying Modivcare of members who are unable to sign. Under no circumstances should anyone other than the Member sign the Member’s name.

The Contractor will make these trip logs available to DOM upon request, within two (2) business days. The Contractor may propose alternative electronic methods to capture the required trip log data for DOM approval.



## **Accidents, Incidents, and Moving Violations**

The Transportation Provider must immediately notify Modivcare of any accident or incident whether or not anyone is injured. A Modivcare “Transportation Provider Accident/Incident Report” form must be submitted to your local business office within the following periods after the accident or incident:

- Accident or Incident (with or without injury) – Immediate verbal notification followed up by Accident/ Incident form within twenty-four (24) hours
- Additional documentation, such as police reports, must be submitted within three (3) business days or as soon as the documents are available. Providers must use a Modivcare Transportation Provider Accident/Incident Report form to report all accidents or incidents which occur while delivering NEMT Program services Agreement. The Transportation Provider must cooperate fully with Modivcare and the relevant authorities during any ensuing investigation. The Transportation Provider Accident/Incident Report form must be included in the vehicle information packet stored in the driver compartment or securely stored on or in the driver’s side visor.

## **Provider Appeals**

If a Transportation Provider’s agreement is suspended or terminated by Modivcare and the Transportation Provider disputes the action, then the Transportation Provider and Modivcare shall each designate a senior manager to meet in an attempt to resolve the dispute.

## **List of Attachments**

- 1. NEMT and NMT Program Definitions
- 2. Pickup and Delivery Standards
- 3. Vehicle Requirements
- 4. Driver and Transportation Attendant Requirements
- 5. Fraud, Waste and Abuse Prevention Policy
- 6. Medicare Advantage Program Requirements
- 7. ADA Addendum –Attachments 1 and 2
- 8. Appeals Process

## **ATTACHMENT 1: NEMT and NMT Program Definitions**

For purposes of the Transportation Provider Agreement, the Transportation Provider Manual, and all Exhibits and Attachments, the following terms have the meanings as defined below:

“Agreement” shall mean the Transportation Provider Agreement, including all exhibits, and incorporates by reference Modivcare’s Transportation Provider Manual for your local operations. Provisions of the Transportation Provider Agreement shall prevail in the event of any conflict with any provision of the Transportation Provider Manual.

“Attendant” shall mean an individual provided by the Transportation Provider as requested by Modivcare. Modivcare will arrange with the transportation provider for the provision of one (1) attendant during transport when, in the judgment of the Modivcare, in consideration of all known factors or as required by the licensed health care provider, it is necessary to have an adult helper on a trip to assure the safety of all Member passengers. The attendant remains with the vehicle after the Member(s) has left the vehicle at its destination.

“Client” shall mean the party or entity with which Modivcare has a Client Contract. Although the singular form is used “Client” shall be understood as plural in the event that Modivcare is under agreement with more than one party or entity in the state in which Provider operates.

“Client Contract” shall mean the agreement between Modivcare and any other party or entity pursuant to which Modivcare provides non-emergency transportation management services for covered Members. Although the singular form is used Client Contract shall be understood as plural in the event that Modivcare is under agreement with more than one party or entity in the state in which Provider operates.

“Criminal background check” shall mean shall mean a fingerprint based National criminal background check with state and county detail, as well as a National and State Sex Offender Registry check, at a minimum, for all available time periods prior to the hire date and annually thereafter.

“Curb-to-curb” shall mean transportation service whereby the Member meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.

“Door-to-door” shall mean transportation service whereby the driver parks the vehicle and meets the Member at the threshold of the primary entrance of the pick-up address; assists the Member to and into the vehicle, and delivers the Member to the threshold of the primary entrance of the drop-off address. Door-to-door service may apply to ambulatory or wheelchair Members.

“Escort” shall mean an individual (but may include a service animal) whose presence is medically necessary and required in order to assist a Member during transport and while at the place of treatment. The Escort leaves the vehicle and remains with the Member. An Escort (that is not a

service animal) must be of legal age.

“Group Trip” shall mean any trip that has the same pick-up address and time and same drop-off address and time as a trip for another Member.

“Hand-to-hand” shall mean transportation service whereby the driver parks the vehicle and meets and accepts the Member from a Member or facility representative at the threshold of the primary entrance of the pick-up address; assists the Member to and into the vehicle, and delivers the Member to a Member or facility representative at the threshold of the primary entrance of the drop-off address. Hand-to-hand service may apply to ambulatory or wheelchair Members.

“Shared Ride Trip” shall mean any trip that has the same pick-up address and time as a trip for another Member and whose drop-off address and time are near enough that the two trips could reasonably share the same vehicle. “Shared Ride Trip” shall also mean any trip that has the same drop-off address and time as a trip for another Member and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.

“Trip number” or “Job number” shall mean a unique confirmation number generated by Modivcare for each trip reservation for each date of service.

“Multi-load” shall mean a situation in which more than one Member is transported in a vehicle at the same time to the same or different drop-off addresses.

“Member” shall mean any individual covered under the terms of a Client Contract and on whose behalf Modivcare arranges transportation services. Member is synonymous with Beneficiaries, Participants, and Recipients as those terms may be used in a Client Contract.

“Reroute” shall mean a trip reservation that is refused by Provider and that is sent back to Modivcare 24 hours or more before the scheduled pick-up time in order to be re-directed to a different transportation provider.

“Nine-panel drug screen” shall mean a urine-based drug test that screens for the use of:

- 1) Amphetamines
- 2) Barbiturates
- 3) Benzodiazepines (including Valium, Restoril, Xanax and Librium)
- 4) Cocaine
- 5) Methadone
- 6) Opiates
- 7) Expanded/Synthetic Opiates (including Oxycodone)

- 8) Phencyclidine (PCP), and
- 9) Propoxyphene (Darvon).

“Will call” shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Member to the Provider (or Modivcare) when he or she is ready to be picked-up after a medical appointment.

## ATTACHMENT 2: Pickup and Delivery Standards

Pick Up and Delivery Standards. Provider shall provide transportation services that comply with the following minimum service standards. Modivcare's or Client's staff, or their official agent, may ride on trips with the Member to monitor service.

1. On time performance of 98% for all assigned trip legs shall be the expectation. This includes all standing orders, demand trips, will calls, and discharges. Modivcare measures Transportation Provider On-Time Performance ("OTP") as follows:
  - A Leg Pick-up: +/- 15 minutes of Scheduled Pick-up Time
  - A Leg Drop-off: No later than Scheduled Drop-off Time
  - B Leg Pick-up: No later than 15 minutes after Scheduled Pick-up Time
  - Will Call: No later than 45 minutes from Will Call Activation by Modivcare to Transportation Provider
  - Discharge: By agreed-upon commitment from Transportation Provider to Modivcare
  - In addition, early arrival of the vehicle is permissible so long as no Member is required to board the vehicle before the scheduled pick-up time.
2. The driver shall make his presence known to the Member upon arrival at the pick-up address and must wait at least ten (10) minutes after the scheduled pick-up time before the Member may be considered a "no show." If the Member is not present for pick up, the driver shall immediately contact ModivCare's Transportation Provider Line for authorization before leaving the pick-up location and document the attempted pick-up on the daily trip log. The Provider shall provide prior day cancellations no later than noon the following day via Transportation Provider Web Portal.
3. Provider shall deliver the Member to scheduled medical appointments no later than the scheduled drop-off time, but no earlier than 1 hour before the scheduled drop-off time. Provider shall pick-up Members for the return trip after a covered service appointment no more than 15 minutes after the scheduled pick-up time. The prearranged times may not be changed by Provider or the driver without prior consent from Modivcare.
4. If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled Members, Provider must contact waiting Member at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.
5. If a delay occurs that will result in a Member being dropped off later than the scheduled drop off time, Provider must contact Modivcare's Transportation Provider Line, who will notify the medical provider of the late arrival.
6. For hospital discharges, Provider shall pick-up within the time period as mutually agreed to by the Parties. If the Provider cannot meet the agreed pick up time, they must

immediately contact ModivCare's Transportation Provider Line for reassignment of the discharge or the trip will be considered late.

7. Provider may multi-load up to four (4) adults or nine (9) child Members at a time, but no shared ride (multi-load) trip must take more than forty-five (45) minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, on a non-shared basis. (Attach Temporary Policy

### **ATTACHMENT 3: Vehicle Requirements**

General Vehicle Requirements. All vehicles utilized by Provider in the performance of services under this Agreement must meet the minimum requirements listed below. Each vehicle is subject to initial and bi-annual inspections by MODIVCARE, as well as interim inspections as required by MODIVCARE in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by MODIVCARE do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as MODIVCARE and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with applicable local or state inspection standards, including, but not limited to, licensing requirements, operating authorities, safety standards, state highway and/or transportation department requirements, ADA regulations, or other State or Federal laws or regulations shall be immediately removed from service and shall pass a re-inspection before it may be used to provide transportation services for Members under this Agreement. Provider must maintain, and make available for review by MODIVCARE or Client upon request, all vehicle maintenance and related records.

Provider shall maintain and implement written policies for preventative and remedial maintenance in accordance with the manufacturers' recommendations and good business practice for all vehicles used in service of this Agreement. Provider shall furnish to MODIVCARE a copy of all current (and revised) policies and procedures for vehicle preventative maintenance, including statements indicating the frequency of routine maintenance and service and procedures for completing daily vehicle checks for operational soundness. All required equipment to be provided and maintained at Provider's sole cost and expense.

1. Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
2. The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
3. All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Member.
4. All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS MUST WEAR SEAT BELTS". Seat belts must be stored off the floor when not in use.
5. Provider shall have at least two seat belt extensions available in each vehicle.
6. All vehicles shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.
7. All vehicles shall have an accurate, operating speedometer and odometer.

8. All vehicles shall have two exterior rear-view mirrors, one on each side of the vehicle.
9. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
10. All vehicles shall be equipped with inward and outward facing camera(s) to include A.I. enhanced real-time coaching of drivers and scoring of driver behavior.
11. The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
12. The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.
13. 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 have functional horn, windshield wipers, brakes, operational windows and doors, headlights, hazard lights, back up lights, turn signals, parking brake, front tire tread at least 4/32", rear tire tread at least 2/32", exhaust system does not leak and extends beyond rear of the vehicle.
14. All vehicles shall have Provider's business name and telephone number displayed on at least both exterior sides in a minimum of three (3) inch high lettering in a color that contrasts with the surrounding background. In compliance with HIPAA regulations, nowhere on any vehicle, including in Provider's business name, shall be the words Medicaid or Medicare or any other verbiage which indicates that Medicaid or Medicare members are riding in the vehicle. In addition, vehicles shall display a placard on the exterior of each door and exterior rear of the vehicle a visible placard, visible from other vehicles, which states, specifically: The Provider name and vehicle fleet number, Provider's telephone number and MODIVCARE's toll-free numbers shall be displayed in the interior of each vehicle. This information, together with complaint procedures provided by MODIVCARE shall be available in writing and stored in a clearly visible location in each vehicle for distribution to Members upon request.
15. Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING."
16. All vehicles shall carry a vehicle information packet containing vehicle registration, proof of insurance card, and accident procedures and forms.
17. All vehicles shall be equipped with pocket mask device for CPR, as well as a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash, and a bio-hazard spill kit that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
18. All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.
19. All vehicles shall be equipped with three (3) portable triangular reflectors mounted on stands. Use



of flares is prohibited and may not be carried on board. All vehicles shall carry extra electrical fuses.

20. All vehicles shall carry a functioning flashlight and an ice scraper.
21. All vehicles shall either have a functional GPS system or a current map of the applicable geographic area with sufficient detail to locate Member and medical provider addresses.
22. Provider shall utilize only its own leased or owned vehicles and shall not sublet, subcontract, or arrange for transportation under this Agreement from any third party.
23. All vehicles must be equipped with a 2-way communications system linking each vehicle with the Provider's primary place of business. Cell phones and 2-way radios are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative 2-way communication system shall be placed out of service until the system is repaired or replaced.
24. All vehicles must properly utilize approved child safety seats when transporting children in accordance with local laws and regulations. Members are responsible for providing child safety seats when transporting children under the age of six (6) years old or sixty (60) pounds. Upon arrival for transportation, if the Member does not provide safety seat(s) for any child under age of six (6) years old or sixty (60) pounds, the Provider shall not transport the child and shall advise the Member to reschedule their appointment. All vehicles shall have a functioning interior light within the passenger compartment.
25. All vehicles shall have adequate sidewall padding and the vehicle's floor must be covered with commercial anti-skid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.
26. All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by MODIVCARE to aid Member boarding. This step shall be capable of safely supporting 300 lbs. and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.

## Wheelchair Vehicle Requirements

Wheelchair Vehicle Requirements. All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

1. Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.
2. Each lift equipped Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
3. All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs.) load.
4. Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift

must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:

- a. capable of elevating and lowering a 600-pound load without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;
- b. the lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;
- c. the lift platform shall not have a gap between the platform surface and the roll-off barrier greater than  $\frac{5}{8}$  of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed  $\frac{1}{2}$  inch horizontally and  $\frac{5}{8}$  inch vertically;
- d. the lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;
- e. the lift shall be powered from the vehicle's electrical system. The lift platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;
- f. the lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;
- g. the lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;

- h. all sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;
  - i. the lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on the outbound end to prevent ride over;
  - j. it is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;
  - k. the lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform; and
  - l. the lift platform must be equipped with a hand rail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
    - maximum height of thirty-eight inches;
    - minimum knuckle clearance of 1.5 inch;
    - able to withstand a force of 100 pounds; and
    - shall not reduce the lift platform width of at least thirty (30) inches.
5. Each wheelchair position in all vehicles shall have a wheelchair securement device (or “tie down”) which shall:
- a. be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches (this provisions is not applicable to rear loading ramp equipped vehicles). Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
  - b. be tested to meet a 30 mph/20gm standard;
  - c. securely restrain the wheelchair during transport from moving forward, backward, lateral and
  - d. tilting movements in excess of (2) inches;

- e. be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;
  - f. have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A track mounting lock system on the floor shall be flush with the floor and shall not be an obstruction or a tripping hazard. In all cases the straps shall be stored properly when not in use; and
  - g. provide wheelchair lap seat belts (if not provided by the Member) that shall be capable of securing the passenger to the wheelchair and provide a shoulder harness that is attached to the floor or to the side wall of the vehicle that shall be capable of securing the wheelchair to the vehicle.
6. Each wheelchair entrance door shall:
- a. maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
  - b. have no lip or protrusion at the door threshold of more than 1/2 inch, and
  - c. be equipped with straps or locking devices to hold the door open when the lift or ramp is in use.

## **Stretcher Vehicle Requirements**

Stretcher van service is an alternative mode of NEMT provided to Members who cannot be transported in sedans or

Wheelchair Vans and who do not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

A driver and a transportation attendant must staff the vehicle, which must be specifically designed and equipped to provide NEMT of individuals on an approved stretcher. A stretcher vehicle must be used for a Member who:

1. Needs routine transportation to or from a non-emergency medical appointment or service
2. Is convalescent or otherwise non-ambulatory and cannot use a wheelchair
3. Does not require medical monitoring, medical aid, medical care or medical treatment during transport (but self-administered oxygen is permitted so long as the oxygen tank is secured safely).

The following restrictions apply:

1. The stretcher should always be loaded “Head First” to enable securement to the stretcher anchorages and center mount.
2. The driver and transportation attendant must confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners, and anchorages are properly secured.
3. The attendant must be seated in the passenger compartment while the vehicle is in motion and must notify the driver of any sudden change in the passenger’s condition.
4. A stretcher vehicle passenger must not be left unattended at any time.
5. The stretcher vehicle must not be used:
  - a. for emergency medical transportation;
  - b. to transport a passenger who requires basic or advanced life support (BLS or ALS);
  - c. to transport a passenger who has in place any temporary invasive device (including a saline lock), equipment such as an intravenous administration device, or an airway maintenance device. However, the Member is eligible for transportation if he/she has a battery-operated ventilator and a transportation attendant trained to provide ventilator care will travel with the Member, and if no other medical equipment or care is required;
  - d. to transport a passenger who requires close observation or medical monitoring;
  - e. to transport more than one (1) stretcher passenger at a time.

## **Non-Emergency Ambulance Vehicle and Air Transport Requirements.**

All vehicles used to transport Members that require covered non-emergency BLS, ALS, or SCT service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Ambulances shall supersede the following provisions.

1. Provider shall possess and provide to MODIVCARE copies of all licenses, permits and certificates required to enable each of its ambulances to be used for BLS or ALS service in all jurisdictions in which Provider performs services.
2. Provider shall possess and provide to MODIVCARE copies of current EMS Agency certificates for each service area, CA Highway Patrol license, a copy of all requirements necessary for each level of professional (e.g., EMT, Paramedic, RN, etc.), written procedures for the daily checking and replacing vehicle inventories and the monthly

checking of expiration dates and replacement supplies that are beyond their expiration date.

If Provider performs air transportation services under this Agreement, Provider shall possess and provide to MODIVCARE copies of:

1. Current FAA part 135 certificate issued in its name
2. Current aircraft worthiness certificates for each aircraft that may be assigned to perform services.

Provider must maintain a written policy on flight tracking and handling of inflight medical and aircraft emergencies. Primary medical flight personnel who may be assigned to perform services shall be at least RN and ACLS certified, have a least 1 year critical care flight or emergency department nursing experience within the last 5 years, and have successfully completed a course of training that includes the physiology of flight.

## **ATTACHMENT 4: Driver and Transportation Attendant Requirements**

Ambulance personnel shall be licensed and trained in accordance with local laws or regulations. All non-ambulance drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. Unless otherwise noted below, each drivers and attendant's records and qualifications are subject to an initial and annual inspection by MODIVCARE as well as interim inspections as required by MODIVCARE in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. MODIVCARE and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement. All records and monitoring services are obtained and submitted at Provider's sole cost and expense.

1. All drivers shall be at least eighteen (18) years of age and have a current valid state driver's license to operate the transportation vehicle to which they are assigned.
2. All drivers must be enrolled in MVR Monitoring with Samba Safety. An initial motor vehicle report (MVR) must be submitted through Modivcare's credentialing platform. Thereafter, MVR Monitoring will continuously track and report any changes to a driver's MVR. Negative Impacts such as moving violations, suspensions, and convictions (DUI) will trigger an alert to Provider and Provider will pull a new MVR for that driver. Annual MVRs are not required for drivers enrolled in MVR Monitoring. All such new MVRs must be submitted upon receipt to Modivcare through Modivcare's credentialing platform. Drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault during the previous thirty-six (36) months shall be removed from service.
3. Drivers shall not have had their driver's license suspended or revoked in the previous five (5) years. This provision includes individuals whose licenses are suspended or revoked for non-payment of child support. However, such individuals may provide driving services once the court releases the individual and such release can be verified and the individual remains in compliance with child support obligations for a minimum of ninety (90) days after the release. Drivers with two or more suspensions or revocation of licenses associated with failure to pay child support shall be permanently prohibited from providing services under this Agreement.
4. Provider shall comply with local laws and regulation regarding criminal background checks for all drivers, including fingerprinting as conducted by any law enforcement entity. Provider shall verify that drivers or attendants are not listed on the State or National Sex Offender Registry. The following will preclude a driver or attendant from providing services under this agreement: (1) conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement; (2) plea of guilty or nolo contendere or conviction for any barrier crime or felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years.
5. All drivers must meet current state and federal motor carrier safety regulations and

guidelines.

6. Each driver must have competent driving habits.
7. Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Members. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Members, Provider shall immediately remove the driver from providing service under this Agreement. Each driver and attendant shall successfully pass a pre-employment nine -panel drug screen for traces of illicit drugs prior to providing service under this Agreement. Provider shall ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants and shall conduct separate and independent drug testing as may be required by the DOT.
8. Provider shall ensure that all drivers and attendants have been trained in Passenger Assistance, Safety and Sensitivity, “spill kit” use and biohazard removal. Drivers must also be trained in Defensive Driving and first aid, and wheelchair loading and lockdown (if applicable). Provider shall submit to MODIVCARE proof that drivers and attendants have completed all required training prior to them providing services under this Agreement.

### **Driver and Transportation Attendant Customer Service Standards**

1. No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at any time. A driver or attendant can use prescribed medication as long as his/her duties can still be performed in a safe manner and Provider has written documentation from a physician or pharmacist that the medication will not impact the ability of the driver.
2. No drivers or attendants shall allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
3. No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Members.
4. No drivers or attendants shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.
5. No drivers or attendants shall solicit or accept money from Members except for the collection of applicable co-payments as authorized by the Client.
6. All drivers and/or attendants shall provide an appropriate level of assistance to a Member when requested or when required by the Member’s physical condition.
7. All drivers and attendants shall wear high visibility safety apparel at all times. All garments must meet the requirements of the American National Standard for High Visibility Apparel ANSI/ISEA 107-2004 Performance Class 2 or Performance Class 3, or the ANSI/ISEA



207-2006 Standard. All garments must have labels, affixed by the manufacturer in accordance with the standard, that indicate compliance with the Performance Class 2, Performance Class 3, or 207-2006 standard. Drivers and attendants shall wear and have visible a nametag that is easily readable and includes their name and the name of the Provider.

8. No drivers or attendants shall smoke while in the vehicle, while assisting a Member, or in the presence of any Member. Members shall not be allowed to smoke in the vehicle.
9. No drivers or attendants shall wear any type of headphones while on duty with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used in performance of services under this Agreement, and driver shall at all times comply with applicable laws regarding the use of cell phones by the driver of a moving vehicle.
10. All drivers shall park the vehicle so that the Member does not have to cross streets to reach the entrance of the destination.
11. No drivers or attendant shall leave a Member unattended at any time.
12. All drivers and/or attendants must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.
13. All drivers and attendants must assist the Members in the process of being seated, including the fastening of seat belts. Drivers shall confirm prior to moving the vehicle that wheelchairs and wheelchair passengers are properly secured and that all Members are properly belted in their seat belts.
14. All drivers and/or attendants must assist Members to exit the vehicle and to move to the access area of the Member's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.
15. All drivers and/or attendants must provide physical support or assistance and oral directions to Members. Such assistance shall also apply to wheelchairs and mobility-limited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs.
16. All drivers and/or attendants shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are not responsible for Member's personal items.
17. All drivers and attendants shall be courteous, patient and helpful to all Members and be neat and clean in appearance.
18. If a Member or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.
19. All drivers shall maintain a daily trip log that includes the following information:

- a. Provider name;
- b. Provider ID number
- c. vehicle number;
- d. driver's name;
- e. driver's signature
- f. names of Members transported
- g. Member signature for each drop off
- h. no show indicator, if applicable;
- i. actual arrival time at pick-up point;
- j. actual arrival time at drop-off point;
- k. date of service;
- l. name of attendant (if any) and attendant's signature;
- m. authorization stamp or signature of Provider, and
- n. any other pertinent information regarding completion of trips.

## **ATTACHMENT 5: Fraud, Waste and Abuse Prevention Policy**

Federal law requires that entities that receive at least \$5 million in annual payments under a state Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the entity's procedures for detecting fraud, waste and abuse.

Modivcare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts, as well as information about Modivcare's policies and procedures to detect and prevent fraud, waste and abuse. As Modivcare's subcontractors, Transportation Providers are required to adhere to these policies and disseminate the information in this Attachment 10 to all of their employees and contractors. The information in this policy forms part of Modivcare's Transportation Provider Manual, and is distributed to all of Modivcare's contractors and agents as required by federal law – specifically, the Deficit Reduction Act of 2005.

### **Federal False Claims Act**

The federal False Claims Act prohibits the submission of false claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act provides the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

#### **The False Claims Act prohibits:**

- knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- knowingly making or using, or causing to be made or used, a false record or statement to have a false or fraudulent claim paid or approved by the government;
- conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information

#### **Enforcement**

The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False Claims Act allows private individuals to bring “qui tam” actions on behalf of government for violations of the False Claims Act.

### **Reporting Suspected Fraud, Waste or Abuse**

Any Transportation Provider employee or contractor with knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste or abuse should notify his or her supervisor or other management official, who will in turn report the matter to Modivcare. Transportation Providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

### **No Retaliation**

Federal and state law as well as Modivcare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to Modivcare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer’s policy covering such matters.

### **Program Fraud Civil Remedies Act of 1986**

The Program Fraud Civil Remedies Act of 1986 (“PFCRA”) authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- is false, fictitious, or fraudulent;
- includes or is supported by any written statement that omits a material fact, is false, fictitious, or fraudulent because of such omission and includes such material fact; or is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official’s report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following

the detailed due process procedures in the regulations implementing the PFCRA would be held.

### **State and Municipal False Claims Acts**

In addition to the requirements of federal law, Transportation Providers must comply with applicable state laws. At this time, over half of the states have enacted False Claims Acts similar in substance and procedure to the federal laws described above. In addition, several municipalities, such as Chicago and New York City have their own False Claims Acts similar in substance and procedure to the federal laws described above. Modivcare will provide more information regarding state and municipal False Claims Acts upon request.

### **Fraud, Waste and Abuse / Company Detection**

Modivcare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below. Transportation Providers may apply some of these policies and procedures in their own businesses to ensure their operations are in compliance Modivcare's policy.

- A specific gatekeeping protocol during the reservation process is used to verify that the Member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by Transportation Providers checks whether the trip was performed by an eligible driver in a certified vehicle, that the price is correct, and that the Member signed for the trip.
- Standing orders are regularly re-certified with the health care facility.
- Member attendance records at health care facilities are compared to Transportation Provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements to be paid.
- All network Transportation Provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a Modivcare contract.

In addition to furnishing their employees and contractors with Modivcare's policies and procedures, Transportation Providers should obtain and review fraud, waste and abuse training materials such as those developed by the Centers for Medicare & Medicaid Services ("CMS"). The CMS materials cover similar subject matters as Modivcare's policy but address Medicare requirements in more detail. Because the CMS materials

are meant to assist in training programs for all providers in the healthcare arena, some of the materials may not seem fully applicable to Transportation Providers' businesses. Nonetheless,

these materials have been specifically approved by CMS and these or similar materials should be furnished to all Transportation Provider employees and contractors for review and consideration of how these policies and procedures apply in the transportation environment. The CMS materials are available from Modivcare or may be accessed online at [www.cms.gov/MLNProducts](http://www.cms.gov/MLNProducts), as well as on Modivcare's Transportation Provider website, <http://transportationco.Modivcare.com>.

Modivcare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Transportation Providers must report suspected cases of fraud, waste, abuse or other impropriety. Transportation Providers must also cooperate in any investigations initiated by Modivcare or any government agency, as required by law.

## **ATTACHMENT 6: Medicare Advantage Program Requirements Medicare Advantage Program Provider Agreement Requirements**

To the extent that any MODIVCARE CLIENT offers non-emergency transportation (NET) services to Medicare Beneficiaries, the Centers for Medicare and Medicaid Services (CMS) and associated laws, rules and regulations regarding the Medicare Advantage (MA) Program require that CLIENT remain responsible for compliance of MODIVCARE and contracted NET providers and their respective employees with certain MA Program requirements including, without limitation, inclusion of certain mandatory provisions in MA provider participation agreements and/or associated documents including agreements between MODIVCARE and NET providers, as applicable. Some of these requirements are listed in the CMS Managed Care Manual, Chapter 11, Section 100.4 available on the CMS website. Additionally, revisions to certain applicable regulations are found in 74 Fed. Reg. 1494 (January 12, 2009) (amending 42 C.F.R. Parts 422 and 423).

As such, and in addition to the terms and conditions in the Agreement between MODIVCARE and PROVIDER, the Parties agree to the following terms and conditions to the extent applicable to NET Services rendered to Medicare Beneficiaries enrolled in MA health benefit plans. In the event of a conflict between the Agreement between MODIVCARE and Provider related to NET Services rendered to Medicare Beneficiaries and applicable provisions of this Addendum, this Addendum shall control.

### **Definitions**

For purposes of this Addendum, the terms below shall have the following meanings:

“Books and Records” means information including books, contracts, (including any agreements between MODIVCARE and its employees, contractors, and/or subcontractors that provide services related to Covered Services provided to Medicare Beneficiaries), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require.

“Covered Services” means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Medicare Beneficiary’s MA Plan.

“Dual Eligible Member” means a Medicare Beneficiary who is also entitled to medical assistance under a state plan under Title XIX (“Medicaid”) of the Social Security Act (the Act).

“Health Plan” means an entity that offers the MA health benefit plans in which Medicare Beneficiaries participate. For purposes of the Agreement and this Addendum, CLIENT is a Health Plan.

“MA Plan” means the one or more MA health benefit plans offered or administered by Health Plan for Medicare Beneficiaries and under which MODIVCARE arranges for the provision of NET Services to Medicare Beneficiaries.

“Medicare Advantage Program” or “MA Program” means the federal Medicare managed care program for Medicare Advantage (formerly known as “Medicare + Choice”) products run and administered by CMS, or CMS’ successor.

“Medicare Beneficiary” means a person who is eligible for traditional Medicare under Title XVIII of the Act and CMS rules and regulations and enrolled with Health Plan.

“Medicare Contract” means Health Plan’s contract(s) with CMS to arrange for the provision of Covered Services to Medicare Beneficiaries enrolled in an MA Plan. “State” means the state in which MODIVCARE arranges for the provision of NET Services to Covered Services.

“State Medicaid Plan” means the State’s plan for medical assistance developed in accordance with Section 1902 of the Act and approved by CMS.

### **MA Program Requirements**

PROVIDER agrees to the following terms and conditions to the extent applicable to its delivery of NET Services to Medicare Beneficiaries under the Agreement.

Audits, Access and Retention of Books and Records. PROVIDER shall permit audit, evaluation and inspection directly by Health Plan, the Department of Health and Human Services (HHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the HHS may deem necessary to enforce the Medicare Contract, of its physical facilities and equipment and any pertinent Books and Records.

All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the agreement under which PROVIDER renders services to Medicare Beneficiaries occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency’s designee, determines there is a special need to retain records for a longer period of time, which may include but not be



limited to:

1. up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault;
2. completion of any audit should that date be later than the time frame(s) indicated above;
3. if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or
4. such greater period of time as provided for by law.

PROVIDER shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Medicare beneficiaries to their medical, health and enrollment information and records. PROVIDER agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of PROVIDER and/or any of the above referenced individuals or entities: (1) to provide Health Plan and/or CMS with timely access to records, information and data necessary for Health Plan to meet its obligations under its Medicare Contract(s), and/or CMS to administer and evaluate the MA Program; and (2) to submit all reports and clinical information required by Health Plan under the Medicare Contract. [42 C.F.R. §§ 422.504(e)(4), 422.504 (h), 422.504(i)(2)(i), 422.504(i)(2)(ii) and 422.504(i)(4)(v)]

Privacy and Accuracy of Books and Records. In accordance with the CMS Managed Care Manual and the regulations cited below, PROVIDER agrees to comply with all state and federal laws, rules and regulations, Medicare Program requirements, and/or Medicare Contract requirements regarding privacy, security, confidentiality, accuracy and/or disclosure of Books and Records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation:

1. HIPAA and the rules and regulations promulgated thereunder;
2. 42 C.F.R. § 422.504(a)(13); and
3. 42 C.F.R. §§ 422.118(d), 422.516 and 422.310 regarding reporting obligations to CMS.

PROVIDER also agrees to release such information only in accordance with applicable state and/or federal law, including pursuant to valid court orders or subpoenas.

Hold Harmless of Medicare Beneficiaries. PROVIDER agrees that in no event including, but not limited to, non-payment by Health Plan, Health Plan's determination that services were not Medically Necessary, Health Plan's or MODIVCARE's insolvency, or breach of the Agreement or any agreements between MODIVCARE and PROVIDER, shall PROVIDER bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Beneficiary for amounts that are the legal obligation of Health Plan,

MODIVCARE and/or PROVIDER. PROVIDER further agrees that Medicare Beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. This provision (1) shall be construed for the benefit of Medicare Beneficiaries; (2) shall survive the termination of the Agreement and any agreements between any MODIVCARE and PROVIDER, regardless of the cause giving rise to such termination; and (3) supersedes any oral or written contrary agreement now existing or hereafter entered into between PROVIDER and Medicare Beneficiaries, or persons acting on behalf of Medicare Beneficiaries. [42 C.F.R. §§ 422.504(g)(1)(i) and (i)(3)(i)]

Hold Harmless of Dual Eligible Members. With respect to Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, PROVIDER acknowledges and agrees that it shall not bill Dual Eligible Members the balance of ("balance-bill"), and that such Dual Eligible Members are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount PROVIDER receives is less than the allowed Medicare amount or PROVIDER charges due to limitations on additional reimbursement provided in the State Medicaid Plan. PROVIDER agrees that it will accept MODIVCARE's payment as payment in full or will bill the appropriate Health Plan or State source if MODIVCARE has not assumed the Health Plan's or State's financial responsibility under an agreement between MODIVCARE and Health Plan and/or the State. [42 C.F.R. § 422.504(g)(1)(iii)]

Compliance with Health Plan's Contractual Obligations. PROVIDER agrees that any services it provides to Medicare Beneficiaries and Dual Eligible Members shall be consistent with and comply with the requirements of the Medicare Contract. To facilitate such compliance, Health Plan will provide to MODIVCARE a copy of the Medicare Contract and any amendments thereto. [42 C.F.R. § 422.504(i)(3)(iii)]

Prompt Payment of Claims. MODIVCARE agrees to process and pay or deny PROVIDER's claims procurement and management of NET Services within the time frame set forth in the Agreement. [42 C.F.R. § 422.520(b)]

Delegation of Provider Selection. As applicable, PROVIDER acknowledges that if Health Plan either expressly or impliedly delegates to MODIVCARE the selection of providers that render services to Medicare Beneficiaries, Health Plan retains the right to approve, suspend or terminate such downstream or subcontracted arrangements to the extent applicable to Medicare Beneficiaries enrolled with Health Plan. [42 C.F.R. § 422.504(i)(5)]

Compliance with Health Plan's Policies and Procedures. PROVIDER agrees to comply with Health Plan's policies and procedures to the extent applicable to the services rendered by PROVIDER. Such policies may include written standards for the following: (1) timeliness of access to care and Member services; (2) policies and procedures that allow for individual Medical Necessity determinations (e.g., coverage rules, practice guidelines, payment policies); and (3) Health Plan's compliance program, which encourages effective communication between PROVIDER,

MODIVCARE and Health Plan's Compliance Officer, and PROVIDER's participation in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. [42 C.F.R. §§ 422.11, 2 422.504(i)(4)(v), 422.202(b), 422.504(a)(5), and 422.503(b)(4)(vi)(C), & (D), and (G)(3)]

Delegation Accountability Provisions. PROVIDER agrees that, to the extent Health Plan in its sole discretion elects to delegate any administrative activities or functions to MODIVCARE, the following shall apply:

1. **Reporting Responsibilities.** Health Plan and MODIVCARE will agree in writing to a clear statement of such delegated activities and reporting responsibilities relative thereto. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(i)]
2. **Revocation.** In the event CMS or Health Plan determines that MODIVCARE does not satisfactorily perform the delegated activities and any plan of correction, any and all of the delegated activities may be revoked upon notice by the Health Plan to MODIVCARE. Revocation of any of the delegated activities will also terminate the entire Agreement (or market specific addendum if applicable).. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(ii)]
3. **Monitoring.** Any delegated activities will be monitored by the Health Plan on an ongoing basis and formally reviewed by the Health Plan at least annually. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(iii)]
4. **Credentialing.** The credentials of medical professionals, if any, affiliated with NET Services providers will either be reviewed by Health Plan or, in the event Health Plan has delegated credentialing to MODIVCARE, the credentialing process will be reviewed and approved by Health Plan, monitored on an ongoing basis, and audited at least annually. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(iv)]
5. **No Assignment of Responsibility.** MODIVCARE may not delegate, transfer or assign any of MODIVCARE's responsibilities with respect to Medicare Beneficiaries, Dual Eligible Members or any delegation agreement between Health Plan and MODIVCARE without Health Plan's prior written consent.

Compliance with Laws and Regulations. PROVIDER agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and with all other applicable state and federal laws, rules and regulations, as may be amended from time to time including, without limitation: (a) laws, rules and regulations designed to prevent or ameliorate fraud, waste and abuse including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), and/or the anti-kickback statute (section 1128B(b) of the Act); (b) applicable state laws regarding patients' advance directives as defined in the Patient Self Determination Act (P.L. 101-58); (c) the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification rules found at 45 C.F.R. parts 160, 162, and 164; and (d) laws, rules and regulations and CMS instructions and guidelines regarding marketing. Additionally, and to the extent applicable, PROVIDER agrees to maintain full participation status

in the federal Medicare program and shall ensure that none of its employees, contractors, or subcontractors is excluded from providing services to Medicare Beneficiaries under the Medicare program. [42 C.F.R. §§ 422.204(b)(4) and 422.752(a)(8)]

Accountability. PROVIDER acknowledges that Health Plan oversees the provision of services by MODIVCARE and PROVIDER to Medicare Beneficiaries and that Health Plan is accountable under the Medicare Contract for such services regardless of any delegation of administrative activities or functions to MODIVCARE. [42 C.F.R. §§ 422.504(i)(1), (i)(4)(iii), and (i)(3)(ii)]

Benefit Continuation. Upon termination of the Agreement and unless such termination was related to safety concerns, PROVIDER will continue to provide health care benefits/services to Medicare Beneficiaries in a manner that ensures medically appropriate continuity of care for the time period required by applicable law. Specifically, for Medicare Beneficiaries who are hospitalized on the date of such termination, services will be provided through the applicable Medicare Beneficiary's date of discharge. [42 C.F.R. § 422.504(g)(2)] The Parties acknowledge the provisions set forth in this paragraph do not apply to the procurement and management of NET Services.

## **ATTACHMENT 7: ADA ADDENDUM 1 & 2**

### **ADDENDUM I**

#### TRANSPORTATION PROVIDER MANUAL

#### ADA ADDENDUM

MODIVCARE does not discriminate against any persons with disabilities, including those accompanied by service animals. Provider agrees that it will also not discriminate against any persons with disabilities, including those accompanied by service animals. Service animals are welcome onboard any transportation vehicle performing trips referred by Modivcare. A service animal is any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals perform some of the functions and tasks that the individual with a disability cannot perform for him or herself: No additional fee or deposit may be charged to transport service animals.

Neither Modivcare nor Provider shall require Members with service animals to provide proof that the service animal is licensed or certified as a service animal. If Modivcare or Provider is uncertain whether an animal is a service animal, the Member may be asked whether the animal is required because of a disability; if the animal has been trained to perform services; and the nature of the services performed by the animal. No other inquiry into the service animal or the Member's disability is permitted. Neither Modivcare nor the Provider is responsible for the care or supervision of any service animal.

Modivcare and Provider may exclude any service animal that displays vicious or aggressive behavior towards drivers or other Members, or otherwise poses a direct threat to the health and safety of others. However, Modivcare and Provider shall not make assumptions about how a particular animal is likely to behave; each situation must be considered individually.

Provider agrees to train its employees, including but not limited to drivers who drive Modivcare-referred trips, on the requirements of the ADA, particularly as they pertain to Members with service animals. Provider will provide proof of such training to Modivcare upon request. Provider agrees to distribute the attached material relating to service animals to its employees and drivers who handle Modivcare-referred trips.

### **ADDENDUM 2**

#### ADA MATERIALS RELATING TO SERVICE ANIMALS

##### What is a Service Animal?

Service animals include any dog that is individually trained to do work or perform tasks for

individuals with disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals do not always have a harness, a sign, or a symbol indicating that they are service animals. A service animal is not a pet. Service animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them;
- Alerting people who are deaf or hard of hearing to sounds and the presence of others;
- Carrying and picking up items, opening doors, or flipping switches for people with disabilities who have limited use of hands or arms, limited use of their legs, or limited ability to bend or stoop;
- Pulling wheelchairs;
- Alerting people with disabilities to the onset of medical conditions such as seizures, protecting them and cushioning them if they fall, reviving them, and performing other tasks that reduce the risk of disability-related injury;
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication or waking him up, alerting a person with anxiety to the onset of panic attacks, orienting people with schizophrenia to reality.

## **ATTACHMENT 8: Appeals Process**

### Appeals Process

#### Commercial Business Line

#### Verbal Inquiry

Providers may contact Modivcare via phone to inquire about a claims payments or decisions. To verbally inquiry about a claim, the Provider should call 866-245-6974.

#### Written Provider Disputes:

A provider dispute is defined as a written notice from a contracted or non-contracted provider that challenges, appeals or requests reconsideration of a claim previously submitted. This may include a request for reconsideration of a claim due to what the provider believes to be:

- Incorrect reimbursement of paid claim
- Incorrect adjustment of contested claim
- Incorrect denial of a claim
- Incorrect request for a take-back of refund of an overpaid claim
- Incorrect resolution of a billing determination or other contractual dispute which has been denied, adjusted or contested

All written provider disputes must be submitted in writing, preferably on a Modivcare Provider Dispute Form. This form can be obtained by contacting Modivcare by phone at 866-245-6974 or by fax at 866-420-6297.

Timely filing of disputes should be within 365 days of the last action on the claim by Modivcare for a Commercial Plan claim and 120 days of the last action on the claim by Modivcare for a Medicare Plan claim.

Providers may submit written disputes regarding medical necessity issues directly to the health plan.

Upon receipt of a Provider Dispute Form, the information will be entered into the Provider Dispute Database and an investigation will begin.

For each written dispute received, a Provider Dispute Acknowledgement will be sent to the provider, within 15 business days of receipt of the written dispute.

Should additional information be necessary to determine an outcome of the dispute, Modivcare will send the provider a Provider Dispute Information Request Form.



For Commercial Plan Claims: Modivcare will respond to provider disputes and or inquiries, with a determination of the dispute within 45 days from the time the initial dispute was received, or within 45 days of receipt of additional information requested from the provider.

For Medicare Plan Claims - Contracted Providers: Modivcare will respond to provider disputes or inquiries with a determination of the dispute within 30 calendar days from the time the initial dispute was received.

For Medicare Plan Claims – Non-Contracted Providers: You have a right to request 2nd level determination from an independent decision from CMS' Payment Dispute Resolution Contractor, First Coast Service Options, INC. (FCSO) if your dispute relates to payment less than the amount that would have been paid under Original Medicare or about a decision to make payment on a more appropriate code (down coding). FCSO must receive the written request within 180 days from the date of the notification. Refer to FCSO website ([www.fcso.com](http://www.fcso.com)) for forms, timeframes and instructions.

If the dispute is favorable to the provider and initial or additional payment is made, Modivcare will pay any outstanding money due, including any required interest penalties, within 5 working days of the decision. Accrual of interest and penalties will commence on the day following the date by which the claims should have been processed.

If the provider does not agree with the disputed determination by Modivcare, a 2nd level written dispute will have to be filed by the provider in the same manner and will be forwarded to the Billing Manager for final determination by Modivcare.

#### DISPUTE FILING PROCESS:

Provider Disputes should be sent to Modivcare one of the following methods :

Mail:

Modivcare Attn: Provider Disputes/Inquiries  
2552 West Erie Drive, Suite 101  
Tempe, Arizona 85282

Fax:

866-420-6297



## **ATTACHMENT 9: Operations Forms**

1. Reroute Form
2. Cancellation Form
3. Mileage Adjustment Log
4. TP Invoice Sheet
5. Vehicle Inspection Sheet
6. Compliance Attestation Letter
7. Securement Waiver
8. Incident/Accident & Injury Report
9. Trip Log



## Re-Route Form

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

Date of Service: \_\_\_\_\_

Provider: \_\_\_\_\_

Phone: \_\_\_\_\_

Time Faxed: \_\_\_\_\_

Address: \_

Fax # \_\_\_\_\_

**RE-ROUTE FORM ONLY – DO NOT USE FOR CANCELLATIONS. USE FOR ONLY 1 DAY’S RE-ROUTES.**

**PLEASE CHECK BOX IF DO NOT HAVE ANY RE-ROUTES FOR THIS DAY**

☐

Job #	Medicaid #	Client Name	Code	Pick Up Time	Pick Up County

**This form must be completed and faxed daily to the office in \_\_\_\_\_, \_\_\_\_\_ so it is received 24 hours or more before the scheduled pickup time. Fax to:**



## Cancellation Report

Date: \_\_\_\_\_ Date of Service: \_\_\_\_\_ Provider: \_\_\_\_\_

Phone: \_\_\_\_\_ Time Faxed: \_\_\_\_\_ Address: \_\_\_\_\_

Fax # \_\_\_\_\_

**PLEASE DO NOT PUT MORE THAN ONE DAY OF SERVICE ON THE FORM  
USE A DIFFERENT FORM EACH DAY**

**Directions : Complete daily and then fax to the \_\_\_\_\_ Office by 12:00 noon following the day of service**

**Fax Number**

Job #	A/B /RT	Medicaid #	Client Name	Code	Pick Up Address

**This form must be completed and faxed daily to the office in \_\_\_\_\_, \_\_\_\_\_. Fax to :**



## MILEAGE ADJUSTMENT FORM

TRANSPORTATION PROVIDER NAME:	FAX #:
-------------------------------	--------

Completed by  
ModivCare

DATE OF TRANSPORT	TRIP	Member	CORRECT PICK-UP ADDRESS. <i>(For roundtrip, enter each leg on separate line)</i>	Leg: A or B	Trip Leg Mileage Requested	Miles Approved by ModivCare

To Be Completed by **ModivCare**:

\*Please make sure that the information is correct

Date Received:
Completed By:
Faxed to Provider:

\*Please make sure to include ALL legs that are in question

\*Do not fill in the sections used by **ModivCare**

\* Make sure that you include the correct fax number so we can return the completed form



## Invoice Cover Sheet

Mail to: ModivCare Solutions,  
LLC  
ModivCare Solutions

TRANSPORTATION PROVIDER NAME:  
CONTACT PERSON:  
PHONE NUMBER:  
WEEK ENDING DATE:

### TOTALS FOR TRANSPORTATION

AMBULATORY TRIPS	No. of	\$
WHEELCHAIR TRIPS	No. of	\$
STRETCHER VAN TRIPS	No. of	\$
AMBULANCE TRIPS	No. of Trips:	\$
<b>GRAND TOTAL</b>	<b>No. of Trips:</b>	<b>\$</b>

### FOR OFFICE USE ONLY

CHECK RUN	
WEEK BEGINNING	
WEEK ENDING	
TOTAL TRIPS PAID	
TOTAL TRIPS DENIED	
CLERK'S INITIALS	
TOTAL AMOUNT PAID	
DATE INVOICE RECEIVED	
ModivCare Invoice No.	
ModivCare Batch	



modivcare

Transportation Provider: \_\_\_\_\_ # \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Year: \_\_\_\_\_ Capacity: \_\_\_\_\_

VIN #: \_\_\_\_\_ New Add Delete (circle one)

Insp. Date: \_\_\_\_\_ Insp. Time: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_

Check Items	Pass	Inservice for 10 more days until re-inspec	Fail	Check Items	Pass	Inservice for 10 more days until re-inspec	Fail
<b>Exterior Safety</b>				<b>Signs</b>			
Horn**				Exterior Signage			
2 Exterior Mirrors**				"NO SMOKING/EATING/DRINKING"			
Brakes**				"All passengers wear seat belts"			
Brake Lights**				Placard Signs (Interior)			
Headlights**				<b>Structural</b>			
Turn Signals**				Wall Padded/Headliner			
Parking Brakes**				Rubber/Carpet Floor			
Tires -3/32**				Internal Fish-eye Mirror			
<b>Communication</b>				Vehicle Body Integrity			
2-way Radio**				Doors Operational**			
Cellular Phones**				Step/Running Board			
<b>Interior Safety Equipment</b>				<b>W/Chair Lift Vehicle Hydraulic Drop Fl. (circle one)</b>			
Seat Belts**				56" Headroom**			
2 Seat Belt Extensions				Hydraulic/Electric Lift			
Seat Belt Cutter**				Hand Rails**			
Electrical Fuses				Shoulder Restraint**			
Flash Light				Lap Belt**			
Ice Scraper				4 Floor Straps-Forward Facing**			
Spill Kit				Lift Lock In Up/Position**			
First Aid Kit				Engine Interlock**			
Fire Exting. Mounted**				Lift Reflector Tape			
Fire Exting. Tagged				Ramp/Lift 600 Lbs Capacity			
3 Emer. Reflectors				Lift Platform 30W X 48L			
Interior Lights				Lift Control Securement**			
Reflective Safety Vest				Metal Mesh Non-Skid Plate**			
Upholstery				1" Anti-Roll-Off Barrier**			
Clean Interior				56" h X 30" w Door Opening**			
Windows**				Emergency Manual Lift**			
Operational A/C**				<b>Stretcher Vehicle</b>			
Operational Heat**				Gurney - 400 lbs. Capacity**			
Operational Speedometer				Gurney Lowering and Raise			
Odometer				Gurney - 3 belt minimum			
<b>Information Package</b>				Manufacturer Gurney Mounts**			
Broker Contact Info				<b>Comments:</b> _____ _____ _____ _____			
Registration							
Insurance ID Card							
Accident/Incident Forms							
GPS/Map - Service Area							

\*\*Vehicle may be Red-lined

Fail/Redline (delete)

**VEHICLE STATUS:** Pass Pass w/Qualification

(Circle one of the above)

**RE-INSPECT DATE:** \_\_\_\_\_ (If status is "Pass w/Qualification", re-inspect within 10 days)

**FIELD MONITOR SIGNATURE:** \_\_\_\_\_

**DRIVER SIGNATURE:** \_\_\_\_\_



## \*REQUIRED\*

# Annual Compliance Attestation

### TRANSPORTATION PROVIDER EDUCATION AND TRAINING

Modivcare is required by both federal and state regulators and by our health plan clients to communicate to and monitor specific compliance requirements of our Transportation Providers. The Centers for Medicaid and Medicare Services ("CMS"), as well as our clients, requires that all providers in the health care arena have effective education and training programs. As Modivcare's subcontractor, this requirement extends to you and your employees who provide services to Modivcare. To satisfy these requirements, Modivcare distributes training materials to its Transportation Providers to be completed upon contracting and annually thereafter that cover the below topics.

- Modivcare's Code of Conduct
- Medicare/Medicaid General Compliance and Fraud, Waste, and Abuse
- HIPAA Privacy and Security
- Americans with Disabilities Act
- Health, Safety, and Welfare
- Cultural Competency
- Accident/Incident Reporting

**Modivcare requests that all Transportation Provider owners and drivers that are providing services for Modivcare complete the trainings at the following link as soon as possible: <https://www.modivcare.com/tp-compliance-attestation>. Please sign the enclosed Attestation when you and your employees have completed these trainings. We realize that some Transportation Providers may have already completed substantially similar trainings this year. If this applies to you, you may rely on those trainings in completing this Modivcare attestation. Moving forward, any new employees you hire that will provide services to Modivcare must complete all of the education and training referenced in this letter within thirty (30) days of hire.**

Please note, you are also responsible for maintaining records of the owners and drivers who have completed the trainings (e.g., employee acknowledgements, training rosters or certificates of completion). This evidence must be maintained for 10 years and may be requested by Modivcare at any time. An example roster is enclosed for your convenience, but you may use your own documents evidencing completion of the training and education requirements. Evidence of completion must meet the following criteria: Transportation Provider name, employee(s) full name, training/course title(s), training completion date and time, and employee signature.

We would also like to take this opportunity to remind you of your obligations under the Health Insurance Portability and Accountability Act ("HIPAA") to safeguard personal health information ("PHI"). PHI includes essentially all information about the members you transport. That includes names, pick-up and drop-off addresses, telephone numbers, Medicaid member numbers, members' conditions, levels of service, and anything else that can be used to identify the people you transport. The law requires that you keep this information confidential. In particular, do not share any trip logs, manifests, or other documents containing rider information with anyone other than Modivcare (including, but not limited to, any factoring companies). Please send any member information in an encrypted email, and dispose of any trip logs, manifests, or other documents containing rider information by shredding them before putting them in the trash. Please do not post any member information in a public forum such as an internet website.

Modivcare takes its obligation to safeguard protected health information ("PHI") and maintain program integrity very seriously. It is important that you have procedures in place to ensure that all trips are performed as required and that you do not bill for any trip that did not occur or does not meet contractual specifications. Please immediately notify Modivcare's Compliance Office at 800-894-7958 or [ethics&complianceofficer@modivcare.com](mailto:ethics&complianceofficer@modivcare.com) if you become aware of any fraud, waste, or abuse. You may also contact Modivcare's Ethics Hotline at 855-818-6929 (toll free) or online at <https://ethicshotline.modivcare.com> to report (anonymously, if you wish) suspected fraud, waste, or abuse.

If you have any questions about the trainings or the accompanying attestation, please email [TPCompliance@modivcare.com](mailto:TPCompliance@modivcare.com). We truly appreciate the hard work you do and thank you for your cooperation and participation with Modivcare's compliance program. Thank you for your continued efforts in providing transportation to the Medicaid and Medicare members in your community. We should all take pride in our role in ensuring that these sometimes fragile and vulnerable members of our society have safe and timely access to medical care.

## Transportation Provider Compliance Attestation

On behalf of \_\_\_\_\_ (the **Transportation Provider Company**) (the "Company"), I certify that all owners and drivers providing non-emergency medical transportation services for Modivcare received, reviewed, and successfully completed the following (or substantially similar) education and training:

- Modivcare's Code of Conduct ("COC")
- Medicare / Medicaid General Compliance and Fraud, Waste, and Abuse
- HIPAA Privacy and Security
- Americans with Disabilities Act
- Health, Safety, and Welfare
- Cultural Competency
- Accident/Incident Report Form & Instructions

I further certify that:

- The Company has had an opportunity to ask questions about the COC, the Accident/Incident Report Form, and the trainings listed above, and agrees to comply with them.
- The Company maintains records (e.g., employee acknowledgements, training rosters or certificates of completion) that indicate the owners and drivers providing non-emergency medical transportation services for Modivcare have completed the training listed above for the calendar year, will retain these records for at least 10 years, and will provide them to Modivcare without charge and upon request.
- The Company shall notify Modivcare immediately of any accident, incident, and/or moving violation involving any of its drivers/vehicles providing services for Modivcare. Drivers maintain a copy of the Accident/Incident Report Form in their vehicle and will cooperate with Modivcare during any ensuing investigation.
- The Company has a conflict of interest policy or complies with the conflict of interest policy found in the COC.
- The Company does not engage in offshore operations, including any activities involving the receipt, viewing, processing, transferring, handling, storing, or accessing protected health information (as defined by HIPAA and other applicable law) outside of the United States.
- Modivcare is permitted to produce this Attestation to its state agency and managed care organization clients for purposes of demonstrating the Company's compliance with applicable laws, regulations, and contractual requirements.

As an authorized representative of an entity that has a written agreement with Modivcare, I certify that the statements above are true and correct to the best of my knowledge.

---

*Printed Name and Title*

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*Transportation Provider Company*

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*Signature*

---

*Date*

If you have any questions, please don't hesitate to contact Modivcare's Compliance Team at:  
[TPCompliance@modivcare.com](mailto:TPCompliance@modivcare.com).



## Transportation Provider Training Roster

Transportation Provider Company Name:

Employee Full Name	Course(s)  (If you completed all courses, please list "all". Otherwise, list the Course Name or Course Number (1-7)).	Completion Date & Time	Employee Signature  (Attesting to Training Completion)

*If you have multiple drivers who provide services for Modivcare and it is challenging to coordinate completion of one Roster form, please have each individual driver complete their own Roster and return to [TPCompliance@modivcare.com](mailto:TPCompliance@modivcare.com).*

## WAIVER OF LIABILITY

This release and Waiver of Liability is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the below member receiving non-emergency medical transportation and in favor of \_\_\_\_\_[PROVIDER] a transportation company and MODIVCARE SOLUTIONS LLC., (MODIVCARE), a Non-emergency Medical Transportation broker.

I, \_\_\_\_\_[MEMBER], acknowledge that abiding by industry standard wheelchair securement guidance and policy is the best and safest way to maintain my safety during my non-emergency medical transport. This includes, but is not limited to:

- Not moving nor repositioning my assigned seat;
- Not adding cushions, blankets, pillows, or any other item that would compromise the securement process or safety aspect of my transportation;
- Having a wheelchair that is in good working order; and
- Allowing securement through seatbelts, straps, or other fasteners.

However, I \_\_\_\_\_[MEMBER], on my own volition, choose **NOT** to follow the above policy and securement process, and thus release and forever discharge and hold harmless \_\_\_\_\_[PROVIDER] and MODIVCARE, along with their respective employees, agents, representatives, counsel, insurers, indemnitees, subcontractors, successors, affiliates, parent companies, subsidiaries, owners, officers, directors, predecessors in interest, assigns, and affiliated companies, from any and all claims, demands, causes of action, suits, compensatory damages, punitive damages, medical payment benefits, sums of money, accounts, covenants, contracts, insurance policies, controversies, agreements, promises, claims and demands of whatsoever kind or nature, in law or in equity, whether arising under federal, state or local statutes, regulations, ordinances, the common law, or otherwise, that Member ever had, arising from my non-emergency medical transportation on \_\_\_\_\_[DATE].

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by \_\_\_\_\_[MEMBER].

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

Name of Legal Guardian: \_\_\_\_\_(if applicable)

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Phone: \_\_\_\_\_



**WEEK ENDING:**

**Vehicle Number ( Last six of the VIN )**

Attendant AM Start and End Times: \_\_\_\_\_ Attendant PM Start and End Times: \_\_\_\_\_ Total Attendant \_\_\_\_\_

**Driver's Comments:**

**DRIVER'S SIGNATURE:** \_\_\_\_\_

**ATTENDANT'S SIGNATURE:** \_\_\_\_\_

**A** \_\_\_\_\_

**W** \_\_\_\_\_