

**modivcare™**



*Kansas  
Non-Emergency Medical  
Transportation  
Provider Manual*

**Updated January  
2021**

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## MANUAL PURPOSE

The purpose of this ModivCare Non-Emergency Medical Transportation (“NEMT”) Provider Manual is to give Transportation Providers an overview of the NEMT program as well as some important guidelines and processes. In particular, this Manual will:

- Provide a general description of the Medicaid and Title XIX transportation program
- Discuss the Broker's responsibilities and organization
- Discuss driver, attendant, and vehicle requirements
- Discuss transportation scheduling procedures
- Discuss transportation performance standards
- Discuss transportation delivery procedures
- Discuss Transportation Providers' responsibilities

## GENERAL DESCRIPTION OF THE TRANSPORTATION PROGRAM

NEMT is a Medicaid benefit available to Members that have no other means of transportation available. NEMT services are important to nursing facility residents, the frail and elderly, Members with disabilities, and any Members who need critical services such as dialysis, rehabilitation, physical therapy, or chemotherapy and have no other transportation available.

### ModivCare Responsibilities

ModivCare will confirm that Members that are eligible for NEMT services receive transportation service that is safe, reliable and on time. As the NEMT broker, ModivCare coordinates reservations, transportation provider contracting, complaint management and quality assurance, and claims payment for the full range of transportation services, including taxicabs, vans, mini-buses, wheelchair vans, stretcher vans, ambulances, fixed-route public transportation, and travel related expenses. The actual transportation services are provided by independent transportation providers – ModivCare is not a transportation provider and performs no direct transportation services.

ModivCare is responsible to the Members and our Managed Care Organizations (“MCO”) for the performance of the following tasks:

1. Recruit and maintain an adequate NEMT provider Network;
2. Operate a toll-free call center for trip requests;
3. Verify Member eligibility;
4. Assess Member NEMT service eligibility in accordance with the MCO's policy;
5. Verify that the purpose of the trip is to receive a service covered by Medicaid (which may include confirming appointments with medical providers) provided by an available enrolled medical provider;
6. Assign and schedule trips on a per-trip or recurring basis with the most appropriate cost-effective

- NEMT provider, consistent with the transportation needs of the Member (e.g., curb-to-curb or door to-door delivery, etc.) and the MCO's policy requirements (e.g., travel distance standards);
7. Assure compliance with driver and vehicle requirements;
  8. Develop and implement a system that tracks contacts, complaints, and complaint resolutions;
  9. Develop and implement a monitoring system and quality assurance plan;
  10. Provide administrative oversight;
  11. Submit claims/encounter files to the MCO(s)
  12. Protect Member confidentiality under HIPAA;
  13. Maintain adequate staff and facilities; and,
  14. Participate in Member appeals as requested by the MCO(s).

The basic steps ModivCare follows to arrange transportation, authorize services and reimburse Transportation Providers for services are described below.

1. Customer Service Representatives (CSRs) receive reservation telephone call from the Member (or representative) requesting Non-Emergency transportation services.
2. The CSR will review the trip request and verify the Member's program eligibility for the requested date of service.
3. The CSR will assess the Member's eligibility for transportation services in accordance with the MCO's current transportation policy, including that the Member has no other transportation available.
4. The CSR will verify that the trip is to a covered service, which may include confirmation that the services are to be provided by an enrolled medical provider.
5. The CSR (and the utilization review department, if necessary) will authorize the transportation service level and inform the Member of the transportation arrangements. If necessary, the CSR will verify the transportation need by confirming the appointment with the medical facility.
6. ModivCare will assign the trip to the most appropriate and least costly Transportation Provider available consistent with the needs of the Member and the MCO's policy requirements.
7. Transportation Providers must re-confirm the pick-up with the Member 24 hours ahead of the scheduled medical appointment to reduce the possibility of no-shows.
8. ModivCare makes payment to the Transportation Provider promptly upon receipt of a properly completed and verified trip invoice.

These procedures will vary when public transportation, mileage reimbursement or other appropriate transportation services are used and will be explained in more detail throughout this manual.

## **Geographic Considerations**

ModivCare will schedule transportation to Medicaid Services only within the area customarily used for healthcare services by the community in which the Member resides, and the Member's benefit coverage may further require the use of the closest available enrolled medical provider. ModivCare may schedule

transportation outside the area only if appropriate medical resources are not available within the area and a health care provider has referred the Member to covered services provided by an enrolled medical provider outside of the area. This includes limited out-of-state transportation services authorized on a case-by-case basis.

## **Business Offices**

The Kansas NEMT operations will be coordinated from the ModivCare Business Office in Oklahoma City, OK and Call Center in Phoenix, AZ. This office will accept Member reservation calls during normal reservation hours, but is also staffed 24/7 with key personnel that can assist Members with their transportation needs and provide support for technical and operational issues for Transportation Providers outside the normal operating hours. The Business Office is staffed with ModivCare personnel that can respond to Transportation Provider inquiries, offer immediate assistance with trip assignments, reports, performance reviews, and help to resolve some billing issues.

### **Location**

ModivCare Solutions, LLC  
4149 Highline Blvd, Suite 200  
Oklahoma City, OK 73108

### **Toll Free Numbers**

ModivCare offers a dedicated phone line for Transportation Providers:

Provider phone: (866) 697-0492

Provider fax: (866)697-0497

## **TRANSPORTATION SCHEDULING PROCEDURES**

### **Gatekeeping and Member Worksheet**

The gatekeeping function ensures that NEMT services are authorized and provided according to the terms and limitations of ModivCare's obligations under its MCO contracts and as required under the state Medicaid and Title XIX Program regulations. NEMT services are intended only for eligible Members who have no other means of transportation to covered medical services. Additionally, reservations for transportation services must be made three business days or more in advance of the appointment, except in the case of urgent care.

A CSR will determine the Member's eligibility for NEMT services in a three-step process.

1. The CSR will confirm the Member's eligibility by accessing a list of eligible Members provided by the MCO.
2. The CSR will confirm that the Member is being transported to a covered service.
3. The CSR will confirm that the Member has no other viable means of transportation available.

The database of eligible Members is updated as new eligibility information becomes available; any change in Member address or eligibility information must come from the State. Members whom seek reservations from a different address than listed will be referred to the state unless the updated address can be verified through State eligibility website.

### **What can the Transportation Providers do to help the system work smoothly?**

The trip details contained on trip reservations sent to Transportation Providers is derived in part from Member eligibility files received from the MCO, as well as from the information received from Members (or their representatives) during phone reservation, or from medical providers on written standing order forms. That information may not always be accurate or complete. The Transportation Provider plays an important role in identifying gaps and errors in this information. Transportation Providers should inform ModivCare in writing if address information or scheduled pick-up or appointment times are inaccurate.

Any Transportation Provider who has reason to believe that a Member should not be transported should contact ModivCare immediately. This notification should include Member's name, job number and date, as well as the reason the transport is inappropriate. Such reasons may include that Member has access to transportation, Member is not being transported to a covered service, or Member is assigned to the wrong level of service (i.e., assigned to wheelchair or stretcher but Member is able to walk).

### **Member Registration and Reservations**

Our LogistiCAD NEMT management software has been customized to easily capture all of the information required by our MCOs and by good business practice.

Information about the Member's transportation reservation is divided into two primary parts.

- The pick-up location and the trip destination, which is obtained from the Member or Member's representative
- The transportation specifics such as the level of service, time of pick-up, special needs of the Member

The LogistiCAD software generates a pick-up time, or "be ready time", based on the mileage of the trip. The assigned Transportation Provider may not modify these times; however, a Transportation Provider may offer Members alternative pick-up times to coordinate vehicle routes and multi-load opportunities. Any alternative pick-up time that Member and Provider agree to must be communicated and authorized by ModivCare in advance.

Reservation information is tracked in the LogistiCAD system based on a confirmation number or "job" number that is given to the Member as well as to the assigned Transportation Provider. Any reference to specific transportation reservations should include the scheduled date of service as well as the specific job number.

### **Levels of Service for Transportation**

Our MCOs establish the basic criteria for determination of levels of transportation, and those criteria are incorporated into the standard operating policies and procedures and training materials used by ModivCare and our CSRs. Our staff is trained to ask appropriate questions, including, but not limited to:

- Does the Member have his or her own wheelchair
- Is the Member transferable (i.e., does not require a lift or ramp equipped vehicle)
- Will treatment impact the Member's ability to walk

The transportation level of service gatekeeping process is repeated at appropriate intervals to monitor acute conditions that can change over time.

The NEMT program allows for the transport of Members who are ambulatory, wheelchair dependent, stretcher dependent, or require ambulance service. ModivCare will contract with a variety of Transportation Providers to meet the needs of the Members, including Paratransit companies, ambulance companies, public bus and rail systems, taxicab companies or charitable organizations.

Transportation Providers must contact ModivCare if they believe that an inappropriate level of service has been ordered for a Member. If a situation requires immediate attention, a Transportation Provider can call the dedicated Transportation Provider Line for immediate assistance 24 hours a day.

The following list identifies some special considerations concerning level of transportation.

- Wheelchair dependent Members must provide their own wheelchair. Wheelchair dependent Members that do not provide their own wheelchair will not be up-graded to stretcher transportation.
- Members who are stretcher dependent must have documentation submitted by a medical professional to ModivCare that such service is the necessary level of transportation.
- The NEMT program does not cover emergency transportation of any sort and emergency calls will be referred to 911 emergency services.

### **Urgent Care**

ModivCare shall arrange urgent care transportation when a Member qualifies for it and has no other means of appropriate transportation. Urgent care means an unscheduled episodic situation, in which there is no immediate threat to life or limb, but the Member must be seen on the day of the request and treatment cannot be delayed until the next day. Hospital discharges are considered as urgent care. ModivCare will verify with the direct provider of the medical service that the need for urgent care exists. Valid requests for urgent care transport shall be honored within four hours of the time the request is made.

Urgent care is not transportation that is initiated by dialing 911. It is not transport that requires an immediate response to take a member to the emergency room for evaluation of a new or suddenly worsening condition that threatens life or limb (e.g., any sudden life threatening medical situation, significant trauma, comas, shock, uncontrolled bleeding, respiratory distress, poisoning, drug overdose or any situation where immediate



medical relief or treatment is necessary.) It is also not transport that someone forgot to schedule three business days in advance.

### **Escort**

ModivCare will authorize one escort to accompany the Member or group of Members who are visually impaired, hearing impaired, members who have an intellectual or developmental disability, minors, or who otherwise require medically necessary assistance. Transportation Providers may not charge additional fees for escorts.

### **Complaint (Grievance) Process**

ModivCare is responsible for recording and responding to complaints (grievances) associated with the delivery of NEMT services. Grievances include those received from Members, medical providers or facilities, Transportation Providers or any other individual or entity that contacts ModivCare. Providers may file a grievance within 180 calendar days of an event, but members may file a grievance at any time.

Grievances are recorded within the LogistiCAD system and are investigated by the Quality Assurance Department. Grievances are tracked based on their nature as well as any identified Transportation Provider involved. Excessive grievances concerning a specific Provider may result in a decrease in work assigned to, or a removal of the Transportation Provider from the NEMT network.

Members or medical providers may file grievances about late trips by contacting a ModivCare through any phone line – all ModivCare staff are trained to recognize and record service grievances. For Members that contact our Ride Assistance (“Where’s my Ride”) department, an assistant transportation coordinator will attempt to resolve matters by contacting the assigned Transportation Provider while the Member is still on the line. Complaints that do not involve immediate service needs will be assigned to a Quality Assurance Coordinator (QAC). Transportation Providers may also register general or specific grievances about ModivCare services or about a Member by contacting ModivCare’s transportation department, or any other ModivCare operations staff. Grievances concerning billing situations should be directed to the ModivCare Billing Department. Transportation Providers will receive a monthly report of grievances that have been validated concerning their company and/or specific drivers and reviewed during routine meetings with their assigned regional manager.

ModivCare is not delegated to handle any formal member or provider appeals and grievances and must forward all grievances to the MCO, on the day of receipt. The MCO will acknowledge all grievances in writing within 10 calendar days, and will work with ModivCare toward formal resolution of any transportation-related grievance. The MCO will resolve all grievances within 30 calendar days and send a resolution letter to the complainant.

### **Transportation Assignment and Notification**

It is ModivCare's responsibility to send an initial trip reservation manifest to each Transportation Provider at least 48 hours prior to the date of service. The manifest will show all reservations that have tentatively been assigned to each company. Transportation companies must review the manifest and determine that all reservations meet the service levels that they provide and are in the geographic area that they serve. Reservations outside of Provider's service area must be sent back to ModivCare on the appropriate Reroute form 24 hours or more before the scheduled pick-up time. Twenty-four hours before the date of service, Transportation Providers may receive a revised manifest. The revised manifest will include any changes or additional reservations that may have been assigned to a Transportation Provider. Any trips that are assigned to the Transportation Provider within 24 hours of the trip pick-up time will also be verbally confirmed with the Transportation Provider.

Transportation Providers with appropriate systems and if pre-approved by ModivCare may download their manifests at their convenience from a secured internet website. Alternatively, manifests will be faxed to the number that each Transportation Provider submits to ModivCare on the Transportation Provider Questionnaire. Transportation Providers must submit changes to the fax number to ModivCare in writing on their company letterhead.

Transportation Providers will complete all transports that have been assigned to them on their manifests and not appropriately rerouted back to ModivCare, absent extenuating circumstances. Trips that are rerouted must include a reason. If a Transportation Provider continually receives excessive reservations from ModivCare, they should contact our Transportation Manager to confirm that our information for the Provider's vehicle capacity is current and correct. Transportation Providers that reroute reservations without a valid reason, or who do not reroute reservations in a timely fashion, will find their assigned reservations decreased.

Return trips for individuals are authorized during the reservation process. However, individuals often do not know when their medical appointment will end, or know an exact return time. As a result, many trip reservations show the return leg as a "Will Call" on the trip manifest. Members should call ModivCare when ready to be picked up for the return trip to home or residence. Drivers should never ask Members to call them directly when they are ready for a return pick-up. The correct return pick-up time must be recorded by the driver and submitted when Transportation Providers report the return pick-up time on billing forms. Requests for return pick-ups shall be honored within one hour of the time the request is made.

Transportation Providers must review trip manifests prior to the scheduled date of service. We recommend that the following procedures, at a minimum, be followed.

1. Contact Members no later than the night before the transport to confirm that they are still in need of transportation and thereby reduce the risk of a Member no show.
2. Arrange pick-up times to maximize the ability to appropriately multi-load while still getting the Members to their destinations on time. Reminder: the Transportation Provider MUST notify

ModivCare of any schedule time changes BEFORE performing the trip. Transportation Providers are not authorized to change pick-up times without first contacting ModivCare.

3. Report all cancellations, no shows and refusals on your Cancellation Report Form. The Transportation Provider must submit the Cancellation Report Form to ModivCare by 12:00 pm (noon) each day for the previous day's cancelled transports. Cancellations may also be reported on-line via the internet.

Only those trips on the manifest for which ModivCare has assigned a job number are authorized for reimbursement. Payment will not be made for trips not on the manifest or not otherwise authorized, with a job number, by a ModivCare representative.

### **Transportation Assignment Procedures**

Reservations are assigned to a Transportation Provider based on numerous and continually changing factors. This assignment is generally made at the time of the initial call but may change prior to the actual trip date.

ModivCare is a purchaser of transportation services from numerous Transportation Providers in the market place. As in any market situation, ModivCare is free to choose from whom it will buy transportation services, how much it will purchase, and what price it is willing to pay. The Transportation Agreement does not guarantee Transportation Providers any minimum trip assignments from ModivCare. While Members have no direct right to choose a particular Transportation Provider, Members and medical providers can influence ModivCare's assignments by reporting service and quality issues.

Prior to the scheduled date of service, the ModivCare staff reviews all reservations and makes any necessary changes to the Transportation Provider assignment. These changes are intended to insure the following:

- The Transportation Provider assigned can supply the indicated level of service
- The Transportation Provider assigned is available in the pick-up area indicated
- The number of reservations assigned to a Transportation Provider does not exceed the Transportation Provider's capacity
- The trips are assigned in the most cost effective manner
- The Transportation Providers utilized have been cleared to participate in the NEMT program

## **Hours of Operation**

### **Reservation and Service**

**The call center is staffed to receive reservations Monday through Friday between the hours of 08:00 to 20:00 (8:00 am – 8:00 pm). Our office is**

**staffed 24/7 to handle ride assistance and urgent reservation requests (including discharges) at any hour of the day or night, 365 days a year.**

## **TRANSPORTATION PERFORMANCE STANDARDS**

Quantifiable performance standards are an essential element of the NEMT program. Performance goals are used to measure the quality of delivered service and to target corrective activities to achieve overall quality goals.

Specific driver standards of customer service and conduct are incorporated into all Transportation Provider contracts. Additional proactive steps are taken, as outlined below, to maintain compliance with the spirit and intent of the performance standards.

1. Confirm that the information taken at the time of call intake is accurate and complete so that no delays are attributable to bad addresses. Inform Members of the pick-up times that allow on-time arrivals for appointments. Aggressively pursue continued no-show or late cancellations by Members as these practices reduce the entire system's on-time performance.
2. Assign trips to promote the most efficient use of multiple-loaded vehicles and maximize vehicle utilization.
3. Train drivers in the proper use of communications equipment (to include cell phone or 2-way radios.) Drivers should be able to utilize equipment to notify their dispatch, ModivCare, the Member and/or facility of delays, provide trip status information, and access emergency assistance if needed.
4. Inform Members and medical providers/facilities of any service delay of 15 minutes or more to lessen the impact on Members and treatment facilities, and aggressively use back-up transportation resources to cover breakdowns.
5. Supervise performance with a Field Monitor who identifies and documents problems and forwards them to the Regional Manager. ModivCare rewards quality service and performance by correlating trip volumes to performance ratings.
6. ModivCare contracts with multiple Transportation Providers throughout its regions, to allow for sufficient back-up capacity.

## **TRANSPORTATION PROVIDERS' RESPONSIBILITIES**

### **Administrative, Reservation Receipt and General Responsibilities**

1. Transportation Provider shall receive trip reservations via fax or internet from ModivCare each day. For urgent medical appointments, Transportation Provider shall accept telephone orders, (supplemented by a separate fax if requested) from ModivCare.

2. Transportation Provider shall transport Members and escorts in accordance with the specifications of the reservations provided by ModivCare and the terms of the Transportation Agreement. Transportation Provider may refuse to transport a Member who, upon consultation with ModivCare, is determined to be a threat to the health, safety, or welfare of either Transportation Provider's employees or other Members, or prevents or inhibits the vehicle from being operated in a safe manner.
3. When a "will call" return trip has been pre-authorized by ModivCare, the Transportation Provider shall accept telephone orders from ModivCare to give notification of the appropriate pick-up time, within 60 minutes of the call.
4. Transportation Provider shall inform ModivCare of their inability or unwillingness to accept or complete an assignment before 1pm central the day prior to the date of service to allow ModivCare to make alternative arrangements. This provision applies only to those trip reservations that are assigned to Transportation Provider at least 36 hours prior to the reservation pick-up time.
5. Transportation Provider shall establish and maintain both a telephone line and fax line for use by ModivCare to contact Transportation Provider. Fax lines shall be equipped with a fax machine. ModivCare must be able reach a supervisor at all times during which Members are in the Transportation Provider's vehicles. Drivers will be equipped with two-way communication (cell phone and/or 2-way radios).
6. Transportation Provider will ensure that all information obtained regarding Members in connection with the Transportation Agreement and the Business Associate Agreement for the Protection of Confidential Health Information in Compliance with HIPAA, will be held in the strictest confidence, and used **only** as required in the performance of Transportation Provider's obligations under such Agreements.
7. Transportation Provider will ensure that services are provided in a culturally competent manner, including those members with limited English proficiency and diverse cultural and ethnic backgrounds.

### **Other Riders**

An Escort or personal assistant may ride with a Member at no extra charge. The Escort or personal assistant is expected to assist the Member and the driver as requested. Up to two children may ride with an eligible Member, on a space available basis, also at no charge. Please note this is the general rule but exceptions to the 2 child limit may be granted under extenuating circumstances on a case by case basis. The parent or guardian must provide appropriate car seats for infants and children. Escorts, personal assistants, and children must be scheduled when the Member makes the trip reservation to confirm adequate space on the vehicle.

If a Member asks or agrees with a Transportation Provider to make changes to a pick-up time, this information must be submitted in advance to ModivCare on a Schedule Change Form. Each Transportation Provider's timely pick-up compliance performance will be reported on a monthly basis to both the Transportation Provider and to our MCO(s). Member must agree in advance to any change in their pick-up time.

### **General Vehicle Requirements**

Prior to the beginning of service under the Transportation Agreement with ModivCare, the Transportation Provider will submit to ModivCare a Vehicle Update Form listing all vehicles that will be used in the delivery of NEMT services. That listing will include Manufacturer, Model, Model Year, Vehicle Identification Number (VIN), color and License Plate Number. Periodic updates of the Vehicle Update Form will be required of the Transportation Provider for the full length of the Agreement. Additionally, any vehicles that a Transportation Provider decommissions must be reported to ModivCare.

### **Required Vehicle Safety Equipment**

- Fire Extinguisher, 2.5 lbs.
- First Aid Kit
- Bio-Hazard Spill Kit
- 3 Roadside Reflector Triangles
- Seatbelt Cutter
- Flashlight
- 2 Seatbelt Extensions
- Ice Scraper
- Extra Electrical Fuses
- Running Board or Step Stool

Vehicle safety equipment must be easily accessible by the driver. Drivers are also required to understand how and when to utilize safety equipment as outlined in driver trainings.

### **Vehicle Inspections**

All vehicles utilized under the NEMT program must be registered with and inspected by ModivCare on an annual basis. ModivCare's vehicle inspectors will utilize a standard checklist. Vehicles that pass inspection will be issued an inspection sticker, which must be placed on the outside of the passenger side, rear window in the lower right corner.

Vehicles that do not pass inspection, but do not have violations that are an immediate threat to the safety and comfort of Members, will be passed on a probationary or “provisional” status. A re-inspect date will be scheduled at the time of failure. It is the Transportation Provider's responsibility to follow up on the re-inspection of the vehicle. Failure to pass the second inspection will result in the vehicle being "red-lined.”

A “red-lined” vehicle may not be used for transportation. Transports that occur in a "red-lined" vehicle will not be reimbursed, and may result in termination of the Transportation Provider's service Agreement with ModivCare.

Scheduling vehicle inspections is the responsibility of ModivCare vehicle inspectors; however, if accommodations cannot be made, your ModivCare vehicle inspector must be notified no less than 24 hours prior to inspection date. If the Provider does not inform the ModivCare vehicle inspector of cancelation, it is to the discretion of ModivCare whether to inactivate the vehicle or reschedule inspections that accommodate both parties.

### **Driver and Attendant Qualifications**

All drivers or attendants used in performance of services under the Transportation Agreement with ModivCare must, at a minimum, meet the qualifications as outlined in this manual. All driver and attendant records and qualifications are subject to initial and annual production to ModivCare. ModivCare may perform interim inspections of driver and attendant records, as required by ModivCare, in its sole discretion. Any driver or attendant failing to meet all of the listed qualifications, at any time, must be prohibited from driving under the Transportation Agreement with ModivCare.

All records concerning driver and attendant qualifications should be submitted to the ModivCare Compliance and Credentialing Department.

### **Driver Training**

All drivers utilized by Transportation Providers to deliver transportation services under the terms of this contract must have successfully completed the following training requirements:

- General orientation
- Customer service, courtesy, and sensitivity awareness
- Driver conduct
- Vehicle orientation, pre-trip inspections
- 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, Basic First Aid and CPR training
- Use of a "spill kit" and the removal of biohazards

- Passenger Confidentiality-HIPAA

Courses and refresher modules will be provided as necessary to maximize quality service delivery. ModivCare will also offer refresher classes to cover changes in policy, seasonal inclement weather procedures and other applicable topics as necessary. All training materials, including the Provider Manual, will be updated periodically to reflect changes in policy and revised or new procedures.

### **Driver Discipline**

Drivers who fail to properly secure wheelchair bound Members will be immediately suspended from operating under this contract.

**First Offense:** Driver will be required to attend re-training. Driver will be reinstated upon successful completion of the class.

**Second Offense:** Driver will be permanently suspended from operating under the NEMT program.

### **Transportation Provider Staff Orientation**

A series of orientation/training sessions are conducted for Transportation Provider staff. These sessions are offered at convenient centralized locations, or the Transportation Provider's base of operations, as appropriate. The purpose of these sessions is to meet face-to-face with the new Transportation Provider's staff and to outline basic information about how the program will operate. The Transportation Provider orientation program includes the following:

- Overview of NEMT Program and division of responsibilities between ModivCare and Transportation Providers
- Vehicle requirements
- Driver qualifications
- Driver conduct
- The use of attendants
- Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the Member
- "After hours" scheduling procedures
- Urgent care procedures
- Criteria for trip assignment
- Dispatching and delivery of services
- Procedures for obtaining reimbursement for authorized trips
- 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 logs
- Complaint procedures



- Denial and appeals procedures

The orientation session encompasses the requirements of the Transportation Agreement, including those pertaining to vehicles and drivers, and how various events are to be handled and reported. Emphasis is placed on customer service, stressing that drivers are to treat every Member with care and dignity and with a high regard for safety. In addition, the issues of record keeping, reporting, billing, and payment are addressed. ModivCare will conduct regular provider meetings to address these topics.

### **Transportation Provider Performance Standards**

Transportation Provider shall comply with the following performance standards.

1. Transportation Provider shall use only those vehicles that are properly registered to the Transportation Provider and approved for use in performing transportation services for Members.
2. Transportation Provider shall require the proper use of seat belts and shoulder restraints by all occupants, including the driver.
3. Transportation Provider shall require the use of child safety seats as required under state and local law.
4. Transportation Provider's drivers engaged in transportation under the Transportation Agreement with ModivCare shall be properly trained to provide safe, courteous, and reliable transportation at all times.
5. Transportation Provider shall provide supportive invoice documentation that shall be retained by Transportation Provider for ten (10) years beyond the duration of the Transportation Agreement with ModivCare, including any extensions.
6. Upon reasonable notice, Transportation Provider shall permit ModivCare (or designee) to examine and/or audit trip documentation for Members and will assist ModivCare in examining all requested documentation.
7. Transportation Provider shall require drivers and attendants performing services under the Transportation Agreement with ModivCare to attend driver-training seminars as required by ModivCare.

### **Insurance, Licensure & Certification**

A copy of all insurance, licensure and certification records required by the Transportation Agreement must be regularly submitted to ModivCare's Compliance and Credentialing Department.

## Reimbursement of Transportation Providers

### Invoicing

On each business day, Transportation Provider shall transmit by fax or via secured internet website (if approved and authorized by ModivCare), a Cancellation Form listing all trips scheduled for performance the previous business day which were not completed. This report must be submitted by 12:00 PM (noon) the following day. Cancellations should not be reported on billing logs.

Once each week, Transportation Provider shall submit to ModivCare all completed trip logs for the previous week signed by the appropriate Members, sorted by date of service. Included with each batch of trip logs, Transportation Provider shall submit an invoice sheet showing a summary of charges for trip logs submitted.

\* Manual billing manual available

\* Online billing manual available

ModivCare will verify all trips submitted for payment against computer records of trips assigned and performed. Trips for which not all information is supplied on the trip log will be denied payment.

There will be no payments made for the transportation of escorts or personal assistants.

As a condition of payment, vehicles and drivers that are pre-approved by ModivCare to perform services must be the only vehicles and drivers to perform trips.

Many Medicaid Members have other insurance coverage. State and federal regulations dictate that Medicaid is always the payer of last resort. Transportation Providers are required to bill the Member's primary insurer before submitting a claim for Medicaid NEMT services to ModivCare. ModivCare will pay such claims only after **ALL** other possible insurers have denied payment and if the service meets the payment terms of the Transportation Agreement. Transportation Providers must attach the original denial notice to the ModivCare billing invoice, as applicable.

### Spenddown Members

The Transportation Provider will collect Spenddown amounts. One business day prior to scheduled transportation, Transportation Provider will be sent updated trip manifests for all trips with modifications and will be contacted by telephone to confirm the details of spenddown amounts to collect, if any, as well as any trip cancellations related to Spenddown Members. Transportation Provider will return the Transportation Spenddown Form to ModivCare within 24 hours of the trip. Incomplete forms will be returned to Transportation Provider. ModivCare will deduct the spenddown amount collected from the total trip cost and pay remaining balance, if any. Payment should only be accepted in the form of cash or a cashier's check and must be in the exact amount. Transportation Provider must provide member with receipt at the time of transaction. Transportation Provider is to refuse transport if a member does not provide the specified amount at the point of pick-up.

## **Payment Terms**

Transportation Provider shall submit supporting documentation in the event of a dispute with respect to amounts payable for services. After ModivCare reviews the documentation to verify charges, and should a discrepancy continue to exist, ModivCare will pay the uncontested portion and work with Transportation Provider to reconcile any differences. Transportation Provider shall continue to perform its obligation under the Transportation Agreement while working with ModivCare to reconcile any outstanding contested amounts.

ModivCare will pay invoices by check or electronic transfer on a weekly basis. A payment schedule with payment dates will be provided to you as part of the orientation process.

As a condition of payment, Transportation Provider must submit an Invoice Form and properly completed trip logs to ModivCare within 90 days of date of service. All invoices not submitted within 90 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 180 days after date of service will be disallowed in their entirety.

Claims that are denied and returned to Provider because of missing information may be resubmitted with all missing information within 90 days of the date of service, or 60 days of the date of the denial letter, whichever is later. Claims not resubmitted with all required information within the aforesaid period will be denied in their entirety. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts. Transportation Providers that make good faith efforts, as determined by ModivCare at its sole discretion, to submit proper invoices within the required time frame may be allowed extensions to the invoice submission time frame without penalty. In the event that ModivCare's MCO is unable or unwilling to pay ModivCare contractual amounts validly due under the MCO Contract, ModivCare may delay payments to Transportation Provider until such time the MCO pays the outstanding amounts.

Pursuant to the Affordable Care Act, Provider has **60 days** to return and refund overpayments identified by Provider. Please see the CMS announcement explaining this requirement.

<https://www.cms.gov/Newsroom/MediaReleaseDatabase/Fact-sheets/2016-Fact-sheets-items/2016-02-11.html>.

## **Maintenance of Records**

Transportation Providers must establish, maintain and provide to ModivCare within three days of request, or as otherwise required under the Transportation Agreement, the following records and related information.

1. Vehicle records, including at a minimum the following documentation for each vehicle:
  - Manufacturer and model
  - Model year
  - Vehicle identification number
  - Odometer reading at the time the vehicle enters service under this agreement
  - Type of vehicle (minibus, wheelchair van, stretcher van)

- Capacity (number of passengers)
  - License tag number
  - Insurance certifications
  - Special equipment (lift, etc.)
2. Driver records for each driver, including at a minimum the following documentation.
- Name, date of birth and social security number
  - Copy of driver's license, to be updated as the license expires and is renewed
  - Prior driving record for previous five years to be updated annually, or upon request of ModivCare
  - Copy of national criminal background check
  - Copy of 10 panel drug screen, repeated annually (or a 5 panel screen and annual random pool if Transportation Provider is subject to DOT drug testing requirements)
  - Basic first aid and CPR training
  - Assisting passengers with disabilities such as Passenger Assistance Safety and Sensitivity (PASS)
  - National Safety Council DDC-4 defensive driving course (or approved equivalent)
  - Documentation of any complaints received about the driver and any accidents or moving violations involving the driver

### **Trip Log**

Transportation Providers are responsible for ensuring that each driver completes a daily trip log for every Member that was scheduled for transportation by ModivCare. ModivCare shall provide a blank trip log form. All documentation of time shall be in military time. The trip log must include the following information:

- Date of service
- ModivCare trip identification "job" number for each trip leg
- Transportation Provider name
- Transportation Provider ID number
- Vehicle number
- Vehicle driver name and signature
- Member name
- Name of attendant and signature (if applicable)
- Actual arrival time at the pick-up place
- No-show indicator, if applicable
- Actual arrival time at the drop-off place
- Member's signature (if physically or mentally able)
- Total mileage
- Signature of driver

Every Member transported by the Transportation Provider shall 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 the pick-up or drop-off address (facility). The 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 place "Member is unable to sign" and his initials in the Member signature line and give specific information supporting why Member signature is unavailable in the driver's comments line. ***Under no circumstances should anyone other than the Member sign the Member's name.***

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

The Transportation Provider must promptly notify ModivCare of any accident or incident resulting in driver or passenger injury or fatality. A ModivCare *Transportation Provider Accident/Incident Report* shall be submitted to the assigned regional office within the following period after the accident or incident:

Accident with injury - Notification within 24 hours

Incident with injury - Notification within 24 hours

Accident without injury - Notification within 48 hours

Incident without injury - Notification within 48 hours

Follow up documentation, such as police report shall be submitted within three business days, or as soon as the documents are available from the police.

A Transportation Provider Accident and Incident Report must be used to report **all** accidents or incidents, which occur while delivering NEMT services.

The Transportation Provider will cooperate with ModivCare during any ensuing investigation.

## **Transportation Provider Transportation Agreements**

ModivCare will not establish or maintain service agreements with Transportation Providers that have been determined to have committed Medicaid fraud or been terminated from the Medicaid program. ModivCare will terminate a service agreement with a Transportation Provider if a pattern of substandard performance is identified and the Transportation Provider fails to take satisfactory corrective action within a reasonable time period. ModivCare MCOs reserve the right to direct ModivCare to terminate any service agreement with a Transportation Provider.

## **List of Attachments**

1. NEMT Program Definitions
2. List of Important Phone Numbers
3. Pick-up and Delivery Standards
4. Vehicle Requirements
5. Driver and Attendant Requirements

Also attached are various sample forms for review during contract orientation. Electronic working versions of the sample forms to be used during operations will be distributed to contracted transportation provider as part of the initial contract orientation process.

## Attachment #1

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

- a) "Agreement" shall mean this Transportation Agreement, including all exhibits, and incorporates by reference the Kansas ModivCare Provider Manual. Provisions of this Agreement shall prevail in the event of any conflict between this Agreement and any provision of the Provider Manual.
- b) "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 Participant passengers. The attendant remains with the vehicle after the Participant(s) has left the vehicle at its destination.
- c) "Client" shall mean the party or entity with whom/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.
- d) "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 Participants. 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.
- e) "Criminal background check" shall mean shall mean an Internet Computerized Criminal History file (CCH) background check and a National and State Sex Offender Registry check, at a minimum, for the seven years prior to the hire date and annually thereafter.
- f) "Curb-to-curb" shall mean transportation service whereby the Participant meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.
- g) "Door-to-door" shall mean transportation service whereby the driver parks the vehicle and meets the Participant at the threshold of the primary entrance of the pick-up address; assists the Participant to and into the vehicle, and delivers the Participant to the threshold of the primary entrance of the drop-off address. Door- to-door service may apply to ambulatory or wheelchair Participants.

- h) “Escort” shall mean an individual (but may include a service animal) whose presence is medically necessary and required to assist a Participant during transport and while at the place of treatment. The Escort leaves the vehicle and remains with the Participant. An Escort must be of legal age.
- i) “Group Trip” shall mean any trip that has the same pick-up address, time, same drop-off address, and time as a trip for another Participant.
- j) “Shared Ride Trip” shall mean any trip that has the same pick-up address and time as a trip for another Participant 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 Participant and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.
- k) “Job number” shall mean a unique confirmation number generated by ModivCare for each trip reservation for each date of service.
- l) “Multi-load” shall mean a situation in which more than one Participant is transported in a vehicle at the same time to the same or different drop-off addresses.
- m) “Participant” shall mean any individual covered under the terms of Client Contract and on whose behalf ModivCare arranges transportation services.
- n) “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 to be re-directed to a different transportation provider.
- o) “Ten-panel drug screen” shall mean a urine based drug test that screens for the use of Amphetamines, Barbiturates, Benzodiazepines (including Valium, Restoril, Xanax and Librium), Cocaine, Methadone, Methaqualone, Marijuana, Opiates and Phencyclidine (PCP), and Propoxyphene (Darvon).
- p) “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 Participant to the Provider (or ModivCare) when he or she is ready to be picked-up after a medical appointment.



## **Attachment #2**

### **Important Phone Numbers**

- Provider Line: (866) 697-0492
  - Provider Fax Line: (866) 697-0497
  - Participant United Reservation Line: (877) 796-5847
  - Participant United Where's My Ride Line: (877) 796-5848
  - Participant Sunflower Reservation Line: (877) 917-8162
  - Participant Sunflower Where's My Ride Line: (877) 917-8163
- 
- Administrative Office (Oklahoma City): (800) 243-5560

## Attachment #3

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 Participant to monitor service.

- i) On time, performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick up time or up to fifteen minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than fifteen minutes after the scheduled pick-up time is considered a "late pick- up." The monthly average wait time for all pick-ups performed by Provider may not exceed 15 minutes after the scheduled pick-up time. The actual wait time for any specific pick-up may not exceed 30 minutes after the scheduled pick-up time.
- ii) The driver shall make his presence known to the Participant upon arrival at the pick-up address and must wait at least fifteen (15) minutes after the scheduled pick-up time before the Participant may be considered a "no show." If the Participant is not present for pick up, the driver shall notify Provider's dispatcher before leaving the pick-up location and document the attempted pick-up on the daily trip log. Provider must report all no shows events to ModivCare.
- iii) Provider shall deliver the Participant to scheduled medical appointments at least fifteen (15) minutes prior to the medical appointment time, and no longer than sixty (60) minutes prior as standard practice. However, in no event shall a Participant be dropped off for a medical appointment before the opening time of a medical office or facility. If the facility or medical office is not open upon arrival, Provider is expected to wait till the facility's opens. Provider shall ensure that Participants are picked up at prearranged times for the return trip if the medical service provider follows a regular schedule. The prearranged times may not be changed by Provider or the driver without prior permission from ModivCare. Provider's timely delivery of Participants to scheduled medical appointments may be included as a measure of on-time performance.
- iv) For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within one (1) hour after the time Provider is notified that the Participant is ready, or by the close of the business day for the medical service provider, whichever is earlier.
- v) If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled

riders, Provider must contact waiting Participants 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.

- vi) If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact ModivCare who will notify the medical provider of the late arrival.
- vii) For same day, hospital discharge reservations, Provider shall pick-up Participants within three hours after accepting the trip reservation from ModivCare.
- viii) No Participant in a multi-load vehicle shall remain in the vehicle more than forty- five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
- ix) No more than 2% of Provider's assigned trips shall be late or missed pick-ups. Providers with greater than 1% of their assigned trips as missed pick-ups may have their trips reduced. Habitual failure to meet this standard shall be a material breach of this Agreement and may result in termination of this Agreement.
- x) An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, and in some cases, an adult escort may be required to accompany the child. However, the parent or guardian must escort a Participant aged fourteen (14) or younger. The Transportation Provider shall, at no additional charge, transport an adult escort of a minor Participant if and as directed by ModivCare. A minor Participant shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.
- xi) A transportation Escort may ride with a Participant if necessary to assist the Participant. The Escort shall assist the patient and the driver as requested.
- xii) Provider must allow service animals in the vehicle, as needed; however, other animals shall not be allowed on board the vehicle.
- xiii) Provider shall confirm the scheduled pick-up time with the Participant at least 24- hours prior to the scheduled pick-up.

## Attachment #4

General Vehicle Requirements. All vehicles utilized by Provider in the performance of services under this Agreement must meet the requirements listed below. Each vehicle is subject to an initial and annual inspection 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 Participants under this Agreement.

- i) 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.
- ii) The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
- iii) All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Participant.
- iv) 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 SHALL USE SEAT BELTS." Seat belts must be stored off the floor when not in use.
- v) Provider shall have at least two seat belt extensions available in each vehicle.
- vi) 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.
- vii) All vehicles shall have an accurate, operating speedometer and odometer.
- viii) All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
- ix) All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.

- x) 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.
- xi) 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.
- xii) All vehicles and equipment must be maintained and operated in accordance with the manufactures' state and federal safety and mechanical operating and maintenance standards.
- xiii) All vehicles shall have Provider's business name and telephone number displayed on at least both exterior sides.
- xiv) The vehicle license number and ModivCare's toll-free and local phone numbers shall be prominently 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 Participants upon request.
- xv) Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states "NO SMOKING."
- xvi) All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
- xvii) All vehicles shall be equipped with 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.
- xviii) 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.
- xix) All vehicles shall carry extra electrical fuses.
- xx) All vehicles shall carry a functioning flashlight and an ice scraper.
- xxi) All vehicles shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer.
- xxii) All vehicles shall contain a current map of the applicable geographic area with sufficient detail to locate Participant and medical provider addresses.

- xxiii) All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.
- xxiv) 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.
- xxv) All vehicles must be equipped with a two-way communications system linking each vehicle with the Provider's primary place of business. Cell phones are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.
- xxvi) All vehicles must properly utilize approved child safety seats when transporting children in accordance with Kansas laws and regulations. Participants are responsible for providing child safety seats when applicable. If the Participant does not provide safety seat(s) the Provider shall not transport the child and shall advise the Participant to reschedule the appointment.
- xxvii) All vehicles shall have a functioning interior light within the passenger compartment.
- xxviii) 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.
- xxix) All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by ModivCare to aid Participant 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. 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.

- i) Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.
- ii) Each 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.

- iii) All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs) load.
- iv) 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) is 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 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 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 (38) inches;
    - minimum knuckle clearance of 1.5 inches;
    - able to withstand a force of 100 pounds;
    - and shall not reduce the lift platform width of at least thirty (30) inches.
- v) 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. 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 tilting movements in excess of (2) inches;
  - d) be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;
  - e) 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 tract 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
  - f) provide seat belts and/or shoulder harness that are attached to the floor or to the



side wall of the vehicle, that shall be capable of securing both the passenger and wheelchair.

- vi) 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 Non-Emergency transportation. It shall be provided to an individual who cannot be transported in a sedan or wheelchair van and who does 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 an attendant shall staff the vehicle, which shall be specifically designed and equipped to provide Non-Emergency transportation of individuals on an approved stretcher. A stretcher vehicle shall be used for an individual who:

- i) Needs routine transportation to or from a Non-Emergency medical appointment or service.
- ii) Is convalescent or otherwise non-ambulatory and cannot use a wheelchair.
- iii) Does not require medical monitoring, medical aid, medical care, or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is secured safely.

The following restrictions apply:

- i) A stretcher passenger shall not be left unattended at any time.
- ii) The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners, and anchorages are properly secured.
- iii) The attendant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
- iv) The stretcher vehicle shall not be used:
  - a) for emergency medical transportation;

- b) to transport a passenger who requires basic or advanced life support;
- 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 Participant is eligible for transportation if he/she has a battery-operated ventilator and an adult escort trained to provide ventilator care will travel with the Participant, 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 Requirements. All vehicles used to transport Participants that require covered Non-Emergency BLS or ALS 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.

- i) Ambulance vehicle must have at least one (1) gurney that is capable of supporting 400 pounds or more.
- ii) Each gurney must have the capability to be lowered and raised from a height of 18 inches to a height necessary to load the gurney into the vehicle without requiring the gurney to be manually lifted from the ground.
- iii) Each gurney must be equipped with no less than one safety belt.
- iv) Ambulance vehicle must have the necessary equipment to “lock” the gurney securely in place while in the vehicle.

## Attachment #5

Driver and Attendant Qualifications. All drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. Each driver's 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.

- i) All drivers shall be at least twenty-one (21) years of age and have a current valid Kansas driver's license to operate the transportation vehicle to which they are assigned.
- i) Drivers who receive any combination of two (2) chargeable moving violations or accidents where the driver was at fault during the previous thirty-six (36) months shall be removed from service under this Agreement.
- ii) Drivers shall not have had their driver's license suspended or revoked in the previous three (3) years.
- iv) Provider shall comply with any applicable Kansas 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 any Kansas or National sex offender registry. Any felony or misdemeanor conviction for the following shall preclude an individual from performing or participating in providing any services directly with clients or having access to client records: act of abuse, neglect or exploitation of children, the elderly or persons with disabilities as defined in Kansas Family Code, as amended, Chapter 261 and Kansas Human Resources Code, as amended, Chapter 48; an offense under the Kansas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety or morals; against property; an offense under Chapter 481 of the Kansas Health and Safety Code, as amended, (Kansas Controlled Substances Act); driving while intoxicated or under the influence of a controlled substance.
- v) Provider must notify ModivCare in writing, within three business days, of criminal convictions (felony or misdemeanor) and pending felony charges or placement on a State or National Sex Offender Registry as a perpetrator. This is an ongoing requirement during the term of the Agreement.

- vi) Any driver, attendant, or other employee who has access to Participant records under this Agreement who has not resided or lived in Kansas must sign a waiver attesting to the fact they have never been convicted of a felony or misdemeanor referenced in the above paragraph iv) or identified as a perpetrator on a State or National sex offender registry. If they have been convicted, the nature and conviction date of the felony or misdemeanor must be disclosed.
- vi) All drivers must meet current state and federal motor carrier safety regulations and guideline.
- vi) Each driver must be clean, well groomed, and neat in appearance, have competent driving habits, and have general knowledge of the geography and conditions of the required driving environment.
- ix) 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 Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics, or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service under this Agreement. Each driver and attendant shall successfully pass an initial ten-panel drug screen for traces of illicit drugs prior to providing service under this Agreement, as well as an annual ten-panel drug screen. 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.
- x) Provider shall ensure that all drivers and attendants have been trained in the operation of the vehicle and equipment to which they are assigned, in Defensive Driving, Passenger Assistance and Blood Borne Pathogens, first aid, CPR, and the use of fire extinguishers. Drivers must also be trained in passenger handing techniques, wheelchair movement and securement, boarding/loading assistance, and patient confidentiality. 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 Attendant Service Requirements and Performance

- i) 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.

- i) 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.
- i) No drivers or attendants shall solicit or accept controlled substances, alcohol, or medications from Participants.
- iv) No drivers or attendants shall make sexually explicit comments, solicit sexual favors, or engage in sexual activity while in the course of their job duties.
- v) No drivers or attendants shall solicit or accept money from Participants except for the collection of applicable co-payments as authorized by the Client.
- vi) All drivers and/or attendants shall provide an appropriate level of assistance to a Participant when requested or when required by the Participant's physical condition.
- vi) All drivers and attendants shall wear and have visible, a nametag that is easily readable and includes their name and the name of the Provider.
- vi) No drivers or attendants shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle.
- ix) 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.
- x) All drivers shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination.
- xi) No drivers or attendant shall leave a Participant unattended at any time.
- xi) 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.
- xi) All drivers and attendants must assist the Participants 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 Participants are properly belted in their seat belts.

- xiv) All drivers and/or attendants must assist Participants to exit the vehicle and to move to the access area of the Participant's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.
- xv) All drivers and/or attendants must provide physical support or assistance and oral directions to Participants. 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. Drivers shall notify ModivCare if Participant language issues interfere with the efficient and quality delivery of transportation services.
- xvi) 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 Participant's personal items.
- xvii) All drivers and attendants shall be professional, courteous, patient, and helpful to all Participants, be neat, and clean in appearance.
- xviii) If a Participant 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.
- xix) 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 Participants transported
  - g) Participant signature for each drop off (or indication that Participant refused or was unable to sign)

- 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

## **Blank Provider Forms and Instructional Forms**

1. Sample Manifest
2. Trip Log
3. Trip Log Instructional
4. Cancellation Report
5. Re-Route Form
6. Accident/ Incident Report
7. Driver/ Attendant Update Form
8. Vehicle Update Form
9. Invoice Cover Sheet
10. Resubmit Log
11. Mileage Corrections Form



## **Additional Training Documentation**

1. ADA Addendum
2. Manual Claims (Billing) Requirements
3. Fraud, Waste, and Abuse Prevention Policy
4. Non-Emergency Medical Transportation CMS Presentation

For further information and training visit: <https://www.cms.gov/>