

**ATTACHMENT B – Scope of Work Federal Tax Id. or SSN
Contract #**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name:
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July 1, 2018 through June 30, 2019

B. Explanation of Services to be provided and to who (include SIS Service Code):

Trips:

- The Contractor will provide transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that if the need arises at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment.
- In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.
- The Contractor must meet the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- The County will make specific written referrals to the Contractor by 5:00 PM each county workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each county workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional requests by telephone and follow up with a written referral for same day or next day travel for urgent situations.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral. While it is acceptable for the Contractor to pick up clients from multiple locations, reimbursement may only be made from the client's specified pickup location to their designated drop-off location by shortest route possible. To ensure reimbursement requested is for

the shortest route, a printout from the client's pickup location to drop-off location showing route taken and total mileage should be attached to the client's DMA-5118, Verification of Receipt of Medicaid Covered Service. It is acceptable to only provide one printout per invoice for client's initial trip when there are multiple trips to the same drop-off location.

- The Contractor or their designee must ensure that clients are notified of their specified pick-up time by a reasonable time (9:00 pm) the night before their designated date of travel.
- The Contractor cannot refuse to provide transportation services for any client. Any Contractor policy violations must be reported to the County within 24 hours.
- The Contractor must receive their referrals from the County. The Contractor should not communicate their ability to transport a client without that prior referral from the County as the County has sole responsibility of authorization and assignment of transportation. Any trips provided by the Contractor without the appropriate referral from the county will not be reimbursed.
- The Contractor must complete the transport in its entirety.

Vehicles:

- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet. A copy of the valid State registration and State inspection must be provided to the County for all vehicles.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means:
 - The vehicle must be able to pass a North Carolina safety inspection at all times
 - The vehicle must have working heat and air conditioning
 - All vehicles must be furnished with telephones or radios for emergency situations
 - When transporting the County's clients, all federal and state requirements must be followed concerning child restraints.
 - Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A client under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must have at least one wheelchair accessible vehicle to ensure that all clients' have adequate means of transportation to and from their appointments at all times during the contract period. The wheelchair accessible vehicle must be able to accommodate both manual and motorized wheelchairs.
- All vehicles must remain smoke-free and pet free, with the exception of service animals.
- The Contractor will provide the County copies of all maintenance performed on vehicles, to include oil change, tire rotation/inspection, brake inspection, etc. on a semi-annual basis (August and February).

- The Contractor will provide the County copies of all repairs to any vehicle within 48 hours. In the event a vehicle is removed from the fleet for more than 48 hours, verification of an estimated timeframe that vehicle will be inoperable must be provided to the County.

Insurance:

- The Contractor must meet statutory requirements for their classification and operator responsibilities.
- If a vehicle with a seating capacity of 15 passengers or less is used to provide client transportation services, \$1.5 million liability insurance coverage is required and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, \$5 million liability insurance is required. The Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer."
- A copy of the Certificate of Insurance must be submitted to the County by July 1st of every year, or within 24 hours of a change in insurance, to include addition and removal of vehicles.
- No transportation referrals will be scheduled without a valid copy of the Certificate of Insurance.
- All insurance claims or inquiries will be handled directly through the Contractor. The Contractor is to inform the County of all claims or inquiries and the status of such.

Drivers:

- The Contractor will ensure that all driver(s) providing client transportation services are at least 18 years of age and hold a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s) which will be used to transport the County's clients in accordance with the General Statutes of North Carolina. A copy of the valid operator's license must be provided to the County for all drivers by July 1st of every year or within 24 hours of change.
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program. The name, address, and phone number of the company completing the drug test for the Contractor must be provided to the County. The County will randomly select drivers on a quarterly basis for submission of drug testing. The drug test must be conducted within 3 business days of notification, with results provided to the County within 5 business days.
- The Contractor shall perform criminal background checks on all drivers through the North Carolina Law Enforcement Division by July 1st every year or within 24 hours of change. Background checks for an individual that has not been a resident of North Carolina for at least 5 consecutive years must be completed through the National Crime Information Center. Conviction, guilty plea or plea of no contest within the 10 year period preceding the date of the background check to any of the following is grounds for disqualification from employment:
 - Murder;
 - Rape or Aggravated Sexual Abuse;
 - Kidnapping or Hostage Taking;
 - Assault Inflicting Serious Bodily Injury;
 - Federal Crime of Terrorism;
 - Unlawful Possession, Use, Sale, Distribution, or Manufacture of an Explosive Device;
 - Unlawful Possession, Use, Sale, Distribution, or Manufacture of a Weapon;
 - Elder Abuse/Exploitation;

- Child Abuse/Neglect;
- Illegal Sale or Possession of a Schedule I or II Controlled Substance;
- Conspiracy to Commit any of the above.

A copy of the criminal background checks must be provided to the County for all drivers.

- The Contractor will have a driver screening policy and review the driving record of all drivers who transport clients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years. A copy of the driving records of all drivers must be provided to the County by July 1st of every year or within 24 hours of change.
- All drivers must have some form of picture identification specifying the driver name and the company name.
- Drivers must be respectful and courteous to the County's clients at all times. Use of profanity, discrimination, or threatening behaviors will not be tolerated.

Owners:

- The Contractor will provide the name, address, date of birth, and Social Security Number of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor is obligated to furnish, within 35 days of the date on a request, full and complete information related to business transactions about:
 - The ownership of any subcontractor with whom the vendor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - Any significant business transactions between the vendor and any wholly owned supplier, or between the vendor and any subcontractor, during the 5-year period ending on the date of the request.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.

Performance Standards:

- The Contractor shall agree that no more than one quarter of one percent, or five (5) whichever is greater, of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent (5%) of trips should be late for client drop off to their appointment per month.
- The Contractor shall report information to the County for each client who fails to be available for a scheduled transportation pick up, no-shows or cancellations, on a daily basis.

Complaints:

- The Contractor shall record and provide to the County a record of all client complaints which deal with matters under the Contractor's control. The record shall contain the client's name, client's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The County shall record all client complaints and address accordingly with the Contractor.

Reimbursements:

- The County does not pay for no-shows, cancellations, driver wait time, or for trips where a Medicaid-covered service was not performed.
- When multiple individuals are transported from the same location to the same location, only one overall charge may be billed. It is allowable to split the cost between the individuals for billing purposes when multiple individuals receive a covered service; however the total cost of the trip for all individuals cannot exceed the cost of a single one way or round trip as appropriate for the transportation provided.
- While it is acceptable for the Contractor to pick up clients from multiple locations, reimbursement may only be made from the client's specified pickup location to their designated drop-off location by shortest route possible. To ensure reimbursement requested is for the shortest route, a Google Maps printout from the client's pickup location to drop-off location showing shortest route mileage should be attached to the client's DMA-5118, Verification of Receipt of Medicaid Covered Service. It is acceptable to only provide one printout per invoice for client's initial trip when there are multiple trips to the same drop-off location. Reimbursement may only be requested for the designated mileage on the Google Maps printout, the County will no longer accept odometer readings for reimbursement.
- The County will notify the Contractor when an attendant will accompany the client on a trip. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- In the event that an attendant is arranged to attend with a client, no additional charge is allowable for that attendant. An attendant being transported without the client is an allowable charge and would be billed under the appropriate client's name.
- The Contractor will use a County approved invoice to report date of service, client's name, Medicaid ID#, pick-up and/or drop-off location, mileage, and calculated payment. The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided. The billing code for a client not requiring a wheelchair accessible vehicle is "120", the billing code for a client that requires and is transported by a wheelchair accessible vehicle is "130". This would be distinguished by the client's requirement to remain in the wheelchair during the duration of the trip, with the use of a vehicle that allows the client to remain in the wheelchair.
- The Contractor will be responsible for making sure that the DMA-5118, Verification of Receipt of Medicaid Covered Service, or approved substitute is provided for each trip with the invoice. The DMA-5118, Verification of Receipt of Medicaid Covered Service, is the necessary form verifying the client saw a Medicaid eligible provider for a Medicaid eligible service. Failure to provide a DMA-5118, Verification of Receipt of Medicaid Covered Service, or approved substitute will result in non-payment for that specified date.
- The Contractor will have the client sign a NEMT Client Invoice to verify their transportation service. This same NEMT Client Invoice can be used as an acceptable substitution to the DMA-5118, Verification of Receipt of Medicaid Covered Service, as long as completed appropriately by the medical provider.

Records:

- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified herein this Contract.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.

- All books, records, and vehicles maintained by the Contractor pertaining to this agreement will be open and made available for on-site monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- The Contractor may be required to complete necessary training, make necessary changes to their procedures and processes, and/or meet additional necessary requirements as deemed appropriate by the County due to NEMT transitioning into NC Fast and NC Tracks.

Meetings:

- The Contractor will be required to meet quarterly, or more frequently if deemed necessary, with the County to discuss and resolve any issues between either party.

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)
2. Negotiated County Rate.
\$1.90 per mile

D. Number of units to be provided:

E. Details of Billing process and Time Frames:

- The Contractor will use an agreed upon invoice to report date of service, client's name, Medicaid ID#, pick-up and/or drop-off location, mileage, and calculated payment.
- The Contractor will provide the original NEMT Client Invoice.
- The Contractor will provide a map printout from the client's pickup location to drop-off location showing route taken and total mileage for each date of service provided. Reimbursement may only be requested for the designated mileage on the map printout.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided. The billing code for a client not requiring a wheelchair accessible vehicle is "120", the billing code for a client that requires and is transported by a wheelchair accessible vehicle is "130". This would be distinguished by the client's requirement to remain in the wheelchair during the duration of the trip, with the use of a vehicle that allows the client to remain in the wheelchair.
- The Contractor will be responsible for making sure that the original DMA-5118, Verification of Receipt of Medicaid Covered Service, or approved substitute is provided for each trip with the invoice. The DMA-5118, Verification of Receipt of Medicaid Covered Service, is the necessary form verifying the client saw a Medicaid eligible provider for a Medicaid eligible service. Failure to provide a DMA-5118, Verification of Receipt of Medicaid Covered Service, or substitute will result in non-payment for that specified date.
- The Contractor will ensure that their invoice is accurate with all required trip verifications and map printouts to correspond. Only originals will be acceptable, copies are considered inaccurate. Inaccurate invoices will be returned for correction and will result in a delay of payment.
- The Contractor is to provide their monthly invoice by the 5th of the following month to the County DSS. The Contractor can then bill NC Tracks thirty (30) days after that date.

F. Area to be served/Delivery site(s):
Bladen County and any other area approved for Medicaid Transportation

(Signature of County Authorized Person)

(Signature of Contractor)

(Date Submitted)

(Date Submitted)