

**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, 2015 through June 30, 2016

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

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- The Contractor shall agree that no more than one quarter of one percent 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 of trips should be late for recipient drop off to their appointment per month.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- 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.
- 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 use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The Contractor will be responsible for making sure that the DMA-5118 or approved substitute is provided for each trip with the invoice. The DMA-5118 is the necessary form verifying the client saw a Medicaid eligible provider for a Medicaid eligible service. Failure to provide a DMA-5118 or substitute will result in non-payment for that specified date.
- 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 request by telephone and follow up with an emailed or faxed referral for same day travel for urgent situations.

- The Contractor will provide transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- 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 County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting 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 Contractor will provide names 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 will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.
- All books and records 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.
- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less 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, 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." Current liability insurance coverage is \$5 million for commercial vehicles.
- 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.
- All insurance claims or inquiries will be handled directly through the Contractor.
- 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, and 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 recipient 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 will be responsible for having at least one wheelchair accessible vehicle to ensure that all clients' have adequate means of transportation to and from their appointments. The wheelchair accessible vehicle must be able to accommodate both manual and motorized wheelchairs.
- 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 will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds 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.
- 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. A copy of the alcohol and drug testing results must be provided to the County for all drivers.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses. 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 recipients 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.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either party. At the end of this period, the Contractor and the County will meet at least bi-monthly.

C. Rate per unit of Service (miles driven):
 Negotiated County Rate -

D. Number of units to be provided:
 Estimated _____ miles.

E. Details of Billing process and Time Frames:

Contractor will submit to the County on or before the 5th of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid by the last day of the month of submission.

F. Area to be served/Delivery site(s): Bladen County, Lumberton, Whiteville, Wilmington, Fayetteville, Clinton, Raleigh, Durham, Chapel Hill, and any other service areas needed in North Carolina.

(Signature of County Authorized Person)

(Signature of Contractor)

(Date Submitted)

(Date Submitted)