NON-EMERGENCY TRANSPORTATION CRITERIA

Policy and Rules: The Contractor agrees to abide by and administer non-emergency transportation services according to the Medicaid transportation policy, rules, authorization criteria and regulations as stated in the current Medicaid Provider Manual. The Contractor agrees to provide a sufficient number of phone lines, so the clients will be able to establish contact within 120 seconds of placing a call. An option of by-passing the recording and speaking with a live operator will be made available to clients at the earliest opportunity during the recording. **{42 CFR 438.210(c)(d)(1)}**

Telephone access: A hot line or single toll free phone line managed and operated by the Contractor will be available to Medicaid clients to access transportation services.

Eligibility verification Verifying Medicaid Eligibility: Medicaid eligibility verification is the responsibility of the Contractor. The Department will provide access to Medicaid eligibility information to the Contractor for use in eligibility determination for transit through computer link, telephone query or other process as mutually agreed upon by the Contractor and the Department.

Qualifying Clients for Transit: The contractor will be responsible for all eligibility and authorization requirements to qualify Medicaid clients for non-emergency transit services. The contractor will be responsible to follow the Medicaid authorization criteria, at a minimum, to qualify clients for transport as stated in the Medicaid Provider Transportation Manual. The Contractor may be more liberal than the criteria, but must provide transportation services at a minimum based on the Medicaid transportation authorization criteria.

Grievances and Grievance Processes:

(a). **Definitions:**

(1) **Action** means:

(a) the denial or limited authorization of a requested service, including the type or level of service;

(b) the reduction, suspension, or termination of a previously authorized service;

(c) the denial in whole or in part, of payment for a service;

(d) the failure to provide services in a timely manner, as defined by the State, or

(e) the failure of the CONTRACTOR to act within the time frames established for resolution and notification of grievances and appeals

(438.400) (b), p. 41109)

(2) **Grievance** means an expression of dissatisfaction about any matter other than an action. The term is also used to refer to the overall system that includes grievances and appeals handled at the provider level and access to the State fair hearing process.

(3) Appeal means a request for a review of an action take by the CONTRACTOR.

(b) **Contractor Grievance Forum:** The CONTRACTOR will establish a standard process for registering and resolving complaints and grievances and explain how this process is to be used and accessed by clients. The client will be given an authorization for services or a verbal denial at the time of the request for services. If services are denied, a written notice of adverse action will be sent to the client within five business days which states the denial, the reason for the denial, and information and a form how to appeal the adverse action by the CONTRACTOR.

The client will have 30 days to file a written request for an appeal. The CONTRACTOR will establish a formal Grievance Forum process which will allow client to appeal their grievances and the actions of denial of services. When the client files a request for a Grievance Forum, the CONTRACTOR agrees to provide written acknowledgment of receipt of the request along with instructions regarding the process of the Grievance Forum within 10 days of the receipt of request for a Grievance Forum. The provider will hear the case within 45 days of the notice. If the Grievance Forum sustains the denial of services, the client will be notified in writing of the denial and of the client's hearing rights before the DEPARTMENT's administrative judge.
{42 CFR 438.210(c), 431.201}

(c) **Appeals to the DEPARTMENT:** The client has 30 days from the receipt of notice of denial by the Grievance Forum to file for a hearing with the DEPARTMENT. When filed, the DEPARTMENT will process the case through the normal DEPARTMENTAL hearing process. This process generally includes a telephone pre-hearing before an administrative judge to clarify the issues, and a subsequent formal hearing to hear the appeal and make a ruling. The CONTRACTOR agrees to abide by the decisions of the appeal process and all administrative rulings by the DEPARTMENT.
{42 CFR 438.400(b), 438.424, 438.228}.

Complaint and Grievance Log: The Contractor will maintain a record or log of complaints and grievances, including the recipient's name, complaint, disposition of complaint, dates of complaint and date of resolution. A copy of this log will be forwarded to the Department with in 30 days after the end of the quarter for review by the Department. The Department will review the log quarterly with the Contractor including complaints, resolutions, problems and improvements, where indicated, to assure complaint resolution and enhance the transportation services.

Scope of service: The Contractor will provide non-emergency transportation services, statewide, including (120 mile one-way travel) into border state communities, either directly or by subcontract, to all eligible Medicaid clients, including those enrolled in Health Maintenance Organizations, who qualify for transportation to medical services. The Contractor will directly or by subcontract, provide appropriate transportation services to and from medical appointments for ambulatory, wheel chair, and stretcher bound Medicaid clients. Recipients who are physically able to utilize public transportation are excluded from the contractors services unless a physician's order states the recipient's physical ability is insufficient to use public buses or public para transit services. The Contractor will follow the criteria written and set forth in the Medicaid Transportation Provider Manual and State Rule R414-306-6.**{42 CFR 438.210.(a)(1), (a)(3)(i)(iii)}**

Quality and Sensitivity of the Service: The Contractor will ensure that services to all clients are provided in a culturally sensitive and respectful manner consistent with federal recommended cultural and linguistic competency standards. The Contractor agrees to make written materials available in alternate formats and in an appropriate manner that takes into consideration the those with communication special needs, such as the visually impaired or limited English language skills. The Contractor agrees to guarantee the recipient right to be treated with respect and with due consideration for his or her dignity and privacy. Each recipient will be free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Contractor treats the recipient.
{42 CFR 438.100(a)(2)(i)(ii), 438.206(c)(2)}

Excluded Services: UTA public transportation services contract AND any other contracts

supplying public transportation, UTA Flextran (wheelchair transport) contract, transportation as stated in Mental Health capitated contract, the Project Reality transportation contract and the Car-A-Van transportation contract are excluded.

Timely transport: The Contractor agrees to provide transportation services within 24 hrs of request for the recipient on week days between 6 AM and 6 PM. Denials for services will be rendered within five business days of the request. The broker must allow for extenuating circumstances in applying the 24 hour advance application requirement for non-emergency transportation. Such extenuating circumstances shall include, but not be limited to:

a. situations such as the requirement for post-operative or follow-up appointment in less than 48 hours;
b. urgent care requirements as claimed by the beneficiary; or adult family members on behalf of a minor, elderly, or disabled beneficiary, or guardians responsible for a beneficiary; or licensed health care professionals on behalf of the beneficiaries who are otherwise unable to communicate for themselves;
c. hospital and emergency room discharges; or
d. transportation to appointments made to replace appointments missed by the broker's inability to provide service. **{42 CFR 438.206(c)(1)(i), 438.210(c)(d)(1), 438.404(c)(3)}**

Urgent Care: (As an extension of item (b) above under Timely Transport.) The provider agrees to provide urgent care applying the following policy:

a. Urgent care is defined as non-emergency medical care which is considered by the prudent lay person as medically safe to wait for medical attention with in the next 24 hours. Urgent care does not require immediate medical attention. Waiting up to 24 hours will not be life threatening, cause permanent malfunction nor disability. If immediate medical attention is required, it is considered an emergency and should be transported by ambulance.

b. Transportation for urgent care must <u>not require medical treatment during transit</u>; such transportation must be provided by an ambulance. Usually recipients requesting urgent care will be transported to the nearest provider capable of providing the care, unless otherwise directed by a physician. <u>Use of a hospital emergency room for non-emergency use medical care is strongly discouraged.</u>

- **Weekdays, business hours – 8:30 AM to 5:30 PM:** Transportation for urgent care is available during weekday business hours of <u>8:30 AM to 5:30 PM</u> and is commonly provided to the recipient's physician office. If directed by the physician (or if the physician is unavailable), transportation will be to the nearest urgent care facility or walk-in clinic. If an urgent care facility or walk-in clinic is not available, the transport may be to the nearest hospital emergency room. Those clients who have managed care will be transported for urgent care as directed by the plan.
- **After business hours – 5:30 PM to 11:00 PM:** Transportation for urgent care is available between <u>5:30 PM and 11:00 PM</u> weekdays to the nearest available urgent care facility or walk-in clinic. Transportation to the nearest hospital emergency room for non-emergency medical care is strongly discouraged and will be provided only if there are no other open medical facilities capable of providing the needed urgent care. Those clients who have managed care will be transported for urgent care as directed by the plan.
- **Weekends or Holidays – 8:30 AM to 11:00PM:** Transportation for urgent care is available between <u>8:30 AM to 11:00 PM</u> weekends or holidays to the nearest available urgent care facility or walk-in hours clinic. Transportation to the nearest hospital emergency room for non-emergency

medical care is strongly discouraged and will be provided only if there are no other open medical facilities capable of providing the needed urgent care. Those clients who have managed care will be transported for urgent care as directed by the plan.

- **After 11 PM for all days:** Because it is medically safe to wait, transportation for urgent care after 11:00 PM will be provided the next morning after 8:30 AM and will be provided to the recipient's physician's office unless directed by the physician (or if the physician is unavailable) to an urgent care facility, walk-in clinic, or the nearest hospital emergency room. Transportation to a hospital emergency room for non-emergency medical care will only be made if there are no other open facilities capable of performing the needed medical care. Those clients who have managed care will be transported for urgent care as directed by the plan.
- **Releases from a Hospital Emergency Room:** Transportation following a release from a hospital emergency room for emergency treatment is covered.. Transportation following a release from a hospital emergency room after non-emergency medical care is not covered unless the Medicaid contracted provider or ambulance has provided the transportation to the ER. Those clients who have managed care will be transported as directed by the plan.

Notice: Notice and education for clients on how to access transportation services will be provided by the by the Department through newsletters and direct mailings. The contractor will provide posters detailing how to access Medicaid transportation and the toll free access number to be posted in select Medicaid offices and locations through out the state. Recipients will receive 30 days notice prior to any significant changes accessing transportation or other significant program changes. **{42 CFR 438.10(f)(4)}**

Language and Interpretation: The Contractor agrees to make its written information available in prevalent non-English languages in the State. The written information must be available in alternative formats and in an appropriate manner that takes in consideration the special needs of the recipient who, for example is visually limited or has a limited reading proficiency. In the case of non-English speaking recipients, the Contractor will inform the recipient that oral or written interpretation services are available for the recipient and help the recipient access those services. Interpretation services for Medicaid covered transportation services are paid by the Department through contracted vendors. **{42 CFR 438.10(c)(3), 10(c)(4),10(5)(i)(ii), 10(d)(1)(i)(ii), 10 (d)(2)}**

Waiting time: The Contractor at his discretion may wait for the client to complete the medical visit and provide the return trip. The Contractor agrees to provide the return trip within one hour of request in urban areas and 2 hours in rural areas. The contractor will be required to wait at least 10 minutes past the scheduled departure time before aborting the trip.

Vehicles: The Contractor will provide by business ownership, rental, or by sub contract a sufficient number of vehicles, drivers and a networking system to provide transportation services statewide in accordance with all terms of the contract. The Contractor will submit an annual report to the Department of the number and location of the vehicles used to service this contract. Vehicles provided for transport will be appropriate for the mode of transport requested and appropriate to the physical conditions of the client, i.e. wheelchair or stretcher. All vehicles will be equipped and operated according to industry standards and all applicable State and Federal laws and regulations. All vehicles will be equipped with properly functioning air conditioning and heating systems and be in compliance with Americans with Disabilities Act, 1990 accessibility standards. **{42 CFR 438.207(b)(c)}**

Drivers: Drivers working for the Contractor or for a subcontractor will have the appropriate

state drivers licenses, safe driving records, and be free from known substance abuse. The Contractor and all subcontractors will conduct random drug testing of drivers, as warranted by circumstances in which drug use is suspected or as requested by the Department. The Contractor will have an appropriate drivers training program to address issues such as but not limited to safe driving, Medicaid policies and procedures, cultural issues, and customer service.

Reimbursement Rates and Cost Effectiveness: Capitation rates are set by using base utilization and costs data from Medicaid historical data and approved by certified actuaries under contract to the DEPARTMENT as well as negotiated through an RFP process. The cost effectiveness requirements of 42 CFR 438.6 will be enforced.

(42 CFR 438.6)

Subcontracts: Transportation services may be subcontracted. All subcontractors must be compliant to the provisions of the primary contract between the Department and the Contractor through a written contract between the contractor and the subcontractor. The clients are not held responsible for non-payment or delinquent payment by the Contractor to any subcontractor,. The Contractor is responsible to monitor and ensure compliance.**{42 CFR 438.230 (a)(1), (b)(1)(2)(3)(4), 438.12, 438.106(b)(c)}**

Quality Assurance and Access to Records: The Contractor agrees to provide timely access to records for auditing of Medicaid transportation services. The Contractor agrees to allow inspection of vehicles, drivers records, and other pertinent records and data as requested by Medicaid to assure quality of transportation services. The Contractor agrees to provide data required by State or Federal auditors as needed to conduct Utilization Review, Financial Audits, and annual External Quality Reviews measuring outcomes, timeliness of services, and access to services. **{42 CFR 438.206(a), (b)(1)}**

Marketing: Marketing activities under this contract to Medicaid clients are not required as the entire Medicaid population is automatically enrolled in this transportation program.

{42 CFR 438.104(a)}

Encounter Data: The Contractor agrees to provide monthly encounter data via UHIN to the Department in accordance with the Medicaid Encounter Data Manual. This encounter data will include information such as the name, Medicaid I.D. number, date of service, destination and type of medical service, miles traveled, type of service provided and vehicle type used, and reimbursement paid for the trip (if subcontracting). **{42 CFR 455.1(a)(2)}**

Insurance: The Contractor must carry insurance to indemnify the State from transportation liability and accident claims at a level of $500,000 per occurrence and $1,500,000 aggregate with the Utah Department of Health, Division of Health Care Finance listed as the additionally insured.

Bonding: The Contractor must post a surety bond to cover six mouths of the contract amount within 30 days of signing this contract. The bond must be posted prior to providing services under the contract.

Ownership: The Contractor agrees to disclose ownership interest of the Contractor to the Department. Changes in ownership of the Contractor must be reported to the Department. Entities with part ownership in the Contractor of 5% or greater must be disclosed to the Department and supporting financial statements provided. The Contractor may not knowingly have relationship with an individual who is debarred, suspended, or otherwise exclude from participating in procurement activities under the Federal Acquisition Regulations covered under Executive Order No. 12549, or an individual who is an affiliate defined in the Federal Acquisition Regulation as:

(1) A director, officer, or partner of the MCO, PCCN, PIHP, PAHP

(2) A person with beneficial ownership of five percent or more of the MCO's, PCCM's PIHP's or PAHP's equity.

(3) A person with an employment, consulting or other arrangement with the MCO, PCCM. PIHP, or PAHP obligations under its contract with the State.

{42 CFR 438.610(a)(b)}

Contract Termination by the Contractor: If the Contractor wishes to terminate the contract, ~~he~~ the Contractor must make a written request 90 days prior to the requested termination date to allow the Department to procure a replacement vendor via the RFP process or transition the Medicaid client population back to fee-for-service transportation. The actual termination date will be negotiated to facilitate the needs of the Department to assure transportation for the Medicaid population, but will not exceed 150 days from the date of the initial request for termination. The Contractor will be responsible for all transportation services delivered under the contract, including claims to subcontractors, occurring prior to the actual termination date.

{42 CFR 438.11`6(a), 438.610(c)(3)}

Contract Extension: The Contractor must be compliant with the provisions of the contract to qualify for an extension. The contract may be extended at the discretion of the Department for two, one-year periods by amendment.

{42 CFR 438.610(c)(3)}

Contract Renegotiation: The terms of this contract may be renegotiated for good cause during the contract period, if circumstances warrant, at the discretion of the Department.

Cost Effectiveness:

Confidentiality: The Contractor agrees to maintain confidentiality of patient identification information and specific health information obtained from the Department or from health care providers to make eligibility determinations in accordance with HIPPA privacy regulations and provisions of **42 CFR 438.224.**

Fraud and Abuse: The Contractor must report cases of apparent Medicaid fraud and abuse to the state for investigation. For each potential investigation report the Contractor must supply the:

- Name ID number
- Source of complaint
- Type of provider
- Nature of complaint
- Approximate dollars involved

{42 CFR 438.455.1(a)(1), 455.17}

Other Contractor Compliance with Statutes:

(a) The Contractor agrees to comply with all Federal and State laws and regulations including title VI of the Civil Rights Act of 194; title IX of the Education amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the Americans with Disabilities Act, and other laws pertaining to privacy and confidentiality. **{42 CFR 438.6(f)(1), 438.100(d)}**

(b**)** The Contractor agrees to abide by all applicable federal regulations as stated in 42 CFR 438.1 to 438.812.

(c) The Contractor may not employ or subcontract with individuals or providers who are excluded from participation in Federal health care programs under either section 1128 or 1128A of the Social Security Act, which includes conviction for health care related crimes such as

health program fraud or patient abuse. **{42 CFR 438.213(d)}**

(d**)** The Contractor agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (H), section 508 of the Clean Water Act (33 USC 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(e**)** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

(f) The Contractor assures that no Federal funds have been used for lobbying in connection with this contract or RFP procurement process.

(g**)** The Contractor agrees to protect enrollees from incurring liability for payment of any fees which are the legal obligation of the Contractor **[42 CFR 434.20(c), 434.44(a), 438.106(a),(b)(1), (c), 438.6(1), 438.230, 438.116(a)(1)(b)].**

(h) The Contractor is able to contract with the Department and has in place Conflict of Interest Safeguards at least equal to the provisions of 41 USC 423, section 27.