

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

1-13-09
NB (d) 2

SUBJECT: Commission for Transportation Disadvantaged Non-Emergency Transportation Program Agreement (NET)

Work Session (Report Only) **DATE OF MEETING:** 1/13/09
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: NET – Medicaid w/CTD
Effective Date: 1/1/09 Termination Date: 6/30/11
Managing Division / Dept: Community Services/Transit

BUDGET IMPACT: 2009 ~\$137,102; 2010~\$276,509; 2011~\$276,509.
 Annual **FUNDING SOURCE:** Revenue Transit Fund 116
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

REQUESTED ACTION: Approve NET agreement

HISTORY/FACTS/ISSUES:

The Medicaid Non-Emergency Transportation (NET) Program is administered by the Commission for the Transportation Disadvantaged (CTD). The Agency for Health Care Administration funds the Medicaid program which allows the CTD to be the gatekeeper of the funds. Our agreement is with the CTD.

The purpose of this agreement is to provide needed transportation for medical appointments to Medicaid recipients. This agreement will be effective January 1, 2009 until June 30, 2011, reflecting a total reimbursable amount of \$690,120 over the next 2 ½ years.

There is no match to this agreement.

DEPARTMENT RECOMMENDATION: Approve NET agreement with CTD

DEPARTMENT HEAD SIGNATURE via email

DIVISION RECOMMENDATION: Approve NET agreement with CTD

DIVISION DIRECTOR SIGNATURE: [Signature]

COUNTY ADMINISTRATOR RECOMMENDED ACTION: AS RECOMMENDED

ACTION TAKEN BY THE BOARD: _____ **DATE:** _____

APPROVED

JAN 13 2009

**STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM**

SUBCONTRACTED TRANSPORTATION PROVIDER (STP) AGREEMENT

Agreement No.: BDN00
F.E.I.D. No.: 596-000-865-007
Procurement No.: N/A
Financial Project I.D.: 41604318201
DMS Catalog Class No.: 471

BY THIS AGREEMENT, made and entered into this 1 day of January, 2009, by and between the Commission for the Transportation Disadvantaged, hereinafter called "Commission" and Board of Sumter County Commissioners (d/b/a Sumter County Transit), 229 East Anderson Avenue, Bushnell, FL 33513, hereinafter called "STP" for Sumter County(ies) of the State of Florida, duly authorized to conduct business in the State of Florida, hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with the delivery of Medicaid Non-Emergency Transportation Services, the Commission does hereby retain the STP to furnish certain services, information, and items as described in Exhibits A and B and Attachments, attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All plans, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall become the property of the Commission without restriction or limitation on their use and shall be made available upon request, to the Commission at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Commission of said document(s), the Commission shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The STP shall not copyright any material and products or patent any invention developed under this Agreement. The Commission shall have the right to visit the site for inspection of the work and the products of the STP at any time.

The Commission shall have the right to use, disclose, or duplicate all information

and data developed, derived, documented, or furnished by the STP resulting from this Contract. Nothing herein shall entitle the Commission to disclose to third parties data or information that is otherwise protected from disclosure by State or federal law.

- D. The STP agrees to provide reports in a format acceptable to the Commission and at intervals established by the Commission. The Commission shall be entitled at all times to be advised, at its request, as to the status of work being done by the STP and of the details thereof. Coordination shall be maintained by the STP with representatives of the Commission, or of other agencies interested in the project on behalf of the Commission. Either party to the Agreement may request and be granted a conference.
- E. All services shall be performed by the STP to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Executive Director of the Commission for the Transportation Disadvantaged.

2. TERM

- A. INITIAL TERM. This Agreement shall begin on January 1, 2009 and shall remain in full force and effect through completion of all services required on June 30, 2011.
- B. RENEWALS: This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Commission and subject to the availability of funds. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the STP impracticable or impossible within the time allowed or which prevent a new Agreement from being executed, the Commission, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Commission may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in

this Agreement for completion of this Agreement is due to events beyond the control of the STP.

3. COMPENSATION AND PAYMENT

- A. Payment shall not be made until funds from Agency for Health Care Administration have been received and deposited by the Commission. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422 (14), Florida Statutes.
- B. This Agreement involves units of deliverables and they must be received and accepted in writing by the Commission's Contract Manager prior to payments.
- C. The Commission has eleven (11) working days to inspect and approve the deliverables, unless otherwise specified herein. The Commission has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- D. If a payment is not available within 40 days, a separate interest penalty pursuant to Section 215.422(3)(b), F.S., shall be due and payable, in addition to the invoice amount, to the STP. Invoices which have to be returned to a STP because of STP preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until payment for Agency for Health Care Administration has been received by the Commission and until a properly completed invoice is provided to the Commission.
- E. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. All STPs must be registered in the My Florida Market Place. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which shall be paid to the State. Services provided under this Contract are exempt pursuant to Rule 60A-1.032(h), Florida Administrative Code.
- F. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Consumer Hotline, 1-800-848-3792.
- G. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Commission at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Commission upon request. Records of costs incurred shall include the STP's general accounting records and the project records, together with supporting documents and records, of the STP and all subcontractors performing work, as provided in Exhibit A, Scope of Work and all other records of the STP and subcontractors considered necessary by the Commission for a proper audit of project costs.

H. The Commission, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Commission shall require a statement from the Comptroller of the Department of Transportation that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

I. For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the STP shall be paid up to a maximum amount of \$ 690,120.00. The maximum amount shall be made up of the following limiting amounts:

\$ 137,102.00 from State Fiscal Year 08/09

\$ 276,509.00 from State Fiscal Year 09/10

\$ 276,509.00 from State Fiscal Year 10/11

The STP shall not provide services that exceed the limiting amount(s) without an approved amendment from the Commission. The total amount of this contract is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriations by the Legislature. The STP shall submit invoices in a format acceptable to the Commission. The STP will be paid, after the Commission has received payment from Agency for Health Care Administration, in equal payments per month, unless otherwise specified. The STP shall request payment through submission of a properly completed invoice to the Commission in accordance with Exhibit B, Method of Compensation.

J. The STP must submit the final invoice for payment to the Commission no more than forty-five (45) days after the Agreement ends or is terminated. If the STP fails to do so, all right to payment is forfeited and the Commission will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the STP and necessary adjustments thereto have been approved by the Commission

K. The State of Florida's (Commission's) performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and nothing herein shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides the Commission, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract,

verbal or written, made in violation is null and void and no money may be paid on such contract.

4. INDEMNITY, PAYMENT FOR CLAIMS AND INSURANCE

- A. INDEMNITY: To the extent allowed by Florida Law, the STP shall indemnify and hold harmless the Commission, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the STP and persons employed by or utilized by the STP in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of this Agreement.

- B. PAYMENT FOR CLAIMS: The STP guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the STP or any subcontractor, in connection with the Agreement. The Commission's final acceptance and payment does not release the STP's responsibilities until all such claims are paid or released.
- C. LIABILITY INSURANCE: The STP shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance in accordance with Rule Chapter 41-2.006, Florida Administrative Code. If the STP is a political subdivision of the State of Florida and is self-insured in accordance with the terms and provisions of Section 768.28, Florida Statutes regarding waiver of sovereign immunity in tort actions, the STP shall provide to the Commission a Certificate of Self-Insurance upon execution of this Agreement. Any lapse in coverage shall be reported in writing to the Commission.
- D. WORKERS' COMPENSATION. The STP shall carry and keep in force Workers' Compensation Insurance as required for the State of Florida under the Worker's Compensation Law during the term of this Agreement.
- E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The STP shall provide to the Commission certificates showing the required coverage to be in effect and showing the Commission to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Commission.

5. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The STP agrees to comply with all applicable federal and State laws, rules and regulations including but not limited to: Title 42 CFR Chapter IV, Subchapter C; Title 45 CFR Part 74, General Grants Administration Requirements; Chapters 409 and 641, F.S.; Part I of Chapter 427, F.S., Rule 41-2, F.A.C., the Electronics Accessibility Act, all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; Title IX of the education amendments of 1972 (regarding education programs and activities); 42 CFR 431, Subpart F; Section 409.907(3)(d), F.S., and Rule 59G-8.100 (24)(b), F.A.C. in regard to the contractor safeguarding information about Medicaid Beneficiaries; Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment; Rule 59G-8.100, F.A.C.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794 (which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance); the Age Discrimination Act of 1975, as amended, 42 USC 6101 et. seq. (which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance); the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance; Medicare - Medicaid Fraud and Abuse Act of 1978; the federal Omnibus Budget Reconciliation Acts; Americans with Disabilities Act (42 USC 12101, et seq.); the Newborns' and Mothers' Health Protection Act of 1996, the Balanced Budget Act of 1997, and the Health Insurance Portability and Accountability Act of 1996. The STP is subject to any changes in federal and state law, rules, or regulations.
- B. The STP shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the STP in conjunction with this Agreement. Failure by the STP to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.
- C. The STP agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Commission's Contract Manager and securing prior written consent. The STP also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Commission.
- D. The STP shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

- E. If the STP is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- 1) If the Commission has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - 2) Any person who is employed by the Commission and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that license. The complaint shall be confidential.
 - 3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.
- G. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Commission shall consider the employment by any STP of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the STP knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

- I. Pursuant to Section 216.347, Florida Statutes, the STP may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or state agency. This Contract contains federal funding, therefore, the STP shall, upon Contract execution, complete the Certification regarding Lobbying Form, Attachment 2.

6. CONTRACT MANAGEMENT

- A. The Commission shall be responsible for the management of this Contract. The Commission shall make all statewide policy decision-making or Contract interpretation. In addition, the Commission shall be responsible for the interpretation of all federal and State laws, rules and regulations governing, or in any way affecting, this Contract. The Commission shall conduct the management of this Contract in good faith, with the best interest of the State and the Medicaid Beneficiaries it serves being the prime consideration. The Commission shall consult with the Agency for Health Care Administration to provide final interpretation of general Medicaid policy. When interpretations are required, the STP shall submit written requests to the Commission.
- B. The terms of this contract do not limit or waive the ability, authority or obligation of the Office of Inspector General, the Bureau of Medicaid Program Integrity, its contractors, or other duly constituted government units (State or federal) to audit or investigate matters related to, or arising out of this Contract.
- C. The parties shall amend the Contract only as follows:
 - 1) The parties cannot amend or alter the terms of this Contract without a written amendment.
 - 2) Only a person authorized by the Commission and a person authorized by the STP may amend or alter the terms of this Contract.
- D. **Contract Variation.** If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commission and the STP shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. In addition, if the laws or regulations governing this Contract should be amended or judicially interpreted so as to render the fulfillment of the Contract impossible or economically infeasible, both the Commission and the STP shall be discharged from further obligations created under the terms of the Contract. However, such declaration or finding shall not affect any rights or obligations of either party to the extent that such rights or obligations arise from acts performed or events occurring prior to the effective date of such declaration or finding.
- E. **Representation of Entire Contract.** This Contract with exhibits and numbered attachments represents the entire agreement between the STP and the Commission with respect to the subject matter in it and supersedes all other

contracts between the parties when the duly authorized representatives of the Commission and the STP signed the Contract. Correspondence and memoranda of understanding do not constitute part of this Contract. In the event of a conflict of language between the Contract and the exhibits and attachments, the provisions of the Contract shall govern. However, the Commission reserves the right to clarify any contractual relationship in writing with the concurrence of the STP and such clarification shall govern. Pending final determination of any dispute over a Commission decision, the STP shall proceed diligently with the performance of the Contract

7. ASSIGNMENT AND TRANSFER

The STP shall maintain an adequate and competent staff so as to enable the STP to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Commission, other than those costs within the limits and terms of this Agreement. The STP is fully responsible for satisfactory completion of all subcontracted work. The STP shall provide the Commission with a listing of any subcontractor it sublets, assigns or transfers work to under this Agreement.

8. CONFLICT OF INTEREST

This Contract is subject to the provisions of Chapter 112, F.S. If applicable, the STP and its Subcontractors shall disclose the name of any officer, director, or agent who is an employee of the State of Florida, or any of its agencies. Further, the STP shall disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the STP's firm or any of its branches. The STP covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. The STP further covenants that it will not employ any such person known to have such interests in the performance of the terms of this Contract. No official or employee of the Commission and no other public official of the State of Florida or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out the Contract shall, prior to completion of this Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract.

9. TERMINATION AND DEFAULT PROCEDURES

- A. This Agreement may be canceled by the Commission in whole or in part at any time the interest of the Commission requires such termination. The Commission reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.
- B. If the Commission determines that the performance of the STP is not satisfactory, the Commission shall have the option of (a) immediately terminating the Agreement, or (b) notifying the STP of the deficiency with a requirement that

the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Commission.

- C. If the Commission requires termination of the Agreement for reasons other than unsatisfactory performance of the STP, the Commission shall notify the STP of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. The STP shall submit a notice of withdrawal from the Transportation Provider network at least ninety (90) calendar days prior to the effective date of such withdrawal.
- E. In the event funds to finance this Contract become unavailable, the Commission may terminate the Contract upon no less than twenty-four (24) hours written notice to the STP. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds.
- F. Termination for Breach. Unless the STP's breach is waived by the Commission in writing, the Commission may, by written notice to the STP, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Commission may employ the default provisions in Chapter 60A-1006(4), Florida Administrative Code.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Commission's right to remedies at law or to damages.

In accordance with 1932(e)(4), Social Security Act, the Commission shall provide the STP with an opportunity for a hearing prior to termination for breach. This does not preclude the Commission from terminating without breach.

- G. Upon receipt of final notice of termination, on the date and to the extent specified in the notice of termination, the STP shall:
 - 1) Stop work under the Contract, but not before the termination date;
 - 2) Assign to the State those subcontracts as directed by the Commission including all rights, title, and interest of the STP for performance of those Subcontracts;
 - 3) In the event the Commission has terminated this Contract in one or more Commission areas of the State, complete the performance of this Contract in all other areas in which the Commission did not terminate the Contract;

- 4) Take such action as may be necessary, or as the Commission may direct, for the protection of property related to the Contract that is in the possession of the STP and in which the Commission has been granted, or may acquire, an interest; and
- 5) Not accept any payment after the Contract ends, unless the payment is for services rendered before the Contract's termination effective date. The Commission may withhold any payments due under the terms of this Contract until it receives all written and properly executed documents from the STP as required by written instructions from the Commission.

11. DAMAGES FOR FAILURE TO MEET CONTRACT REQUIREMENTS

In addition to any remedies available through this Contract, in law or equity, the STP shall reimburse the Commission and/or AHCA for any federal disallowances or sanctions imposed on the STP as a result of the STP's failure to abide by the terms of this Contract.

12. WAIVER

The parties shall not waive any covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract except by written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, or undertakings, the other party shall have the right to invoke any remedy available under law or equity not withstanding any such forbearance or indulgence.

13. INDEPENDENT PROVIDER

The parties expressly agree that the STP and any Subcontractors, and any agents, officers, and/or employees of the STP or any Subcontractors, in the performance of this Contract shall act in an independent capacity and not as officers and/or employees of the Commission or the State of Florida. Furthermore, the parties expressly agree that they shall not construe this Contract as having formed a partnership or joint venture between the STP or any Subcontractor and the Commission and/or the State of Florida.

14. MISCELLANEOUS

- A. ATTORNEY'S FEES. In the event of a dispute, each party to the Contract shall be responsible for its own attorney's fees, except as otherwise provided by law.
- B. COURT OF JURISDICTION OR VENUE For purposes of any legal action occurring as a result of, or under, this Contract, between the Commission and the STP, the place of proper venue shall be Leon County.

- C. FORCE MAJEURE. The Commission shall not be liable for any excess cost to the STP if the Commission's failure to perform the Contract arises out of causes beyond the control and without the result of fault or negligence on the part of the Commission. In all cases, the failure to perform must be beyond the control without the fault or negligence of the Commission. The STP shall not be liable for performance of the duties and responsibilities of the Contract when its ability to perform is prevented by causes beyond its control. These acts must occur without the fault or negligence of the STP. These include destruction to the facilities due to hurricanes, fires, war, riots, and other similar acts.
- D. LEGAL ACTION NOTIFICATION. The STP shall give the Commission, by certified mail, immediate written notification (no later than thirty (30) Calendar Days after service of process) of any action or suit filed or of any claim made against the STP by any Transportation Provider, or any other party which results in litigation related to this Contract for disputes or damages exceeding the amount of \$50,000. In addition, the STP shall immediately advise the Commission of the Insolvency of the STP and/or Transportation Provider or of the filing of a petition in bankruptcy by or against a principal STP.
- E. MISUSE OF SYMBOLS, EMBLEMS, OR NAMES IN REFERENCE TO MEDICAID. Neither the STP nor any person may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other words, letters, symbols or emblems, the words "Medicaid," or "Agency for Health Care Administration," unless the AHCA provides prior written approval. The STP must obtain specific written authorization from the Commission in order to reproduce, reprint, or distribute any AHCA form, application, or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program or AHCA terms does not provide a defense. Each piece of mail or information constitutes a Violation and is subject to sanctions.
- F. OFFER OF GRATUITIES. By signing this Contract, the STP signifies that, if applicable, no member of, or a delegate of, Congress, nor any elected or appointed official or employee of the State of Florida, the General Accounting Office, Department of Health and Human Services, CMS, or any other federal agency has or shall benefit financially or materially from this procurement. The Commission may terminate this Contract if it is determined that gratuities of any kind were offered to, or received by, any officials or employees from the State, its agents, or employees.
- G. EMERGENCY MANAGEMENT PLAN. The STP shall submit its plans describing procedures ensuring the continuation of appropriate services during an emergency, including but not limited to localized acts of nature, accidents, and technological and/or attack-related emergencies, both natural and manmade.

The STP shall provide a copy of its disaster plan for written approval no later than thirty (30) days after the effective date of this Contract and on June 1 of each year of this Contract, or at the request of the Commission.

- H. CULTURAL COMPETENCY PLAN. The STP shall comply with the Cultural Competency Plan as developed by the Commission.
- I. The STP and its employees, agents, representatives, or subcontractors are not employees of the Commission and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, STP and its employees, agents, representatives, or subcontractors are not agents of the Commission or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Commission or the State. The Commission shall not be bound by any unauthorized acts or conduct of the STP or its employees, agents, representatives, or subcontractors. STP agrees to include this provision in all its subcontracts under this Agreement. .
- J. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- K. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the STP.
- L. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- M. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- N. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- O. Time is of the essence as to each and every obligation under this Agreement.
- P. The following Exhibits and Attachments are incorporated and made a part of this Agreement:

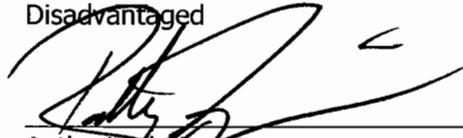
Exhibit A	Scope of Services
Exhibit B	Method of Compensation
Attachment 1	Business Associate Agreement
Attachment 2	Special Audit Requirements
Attachment 3	Required Data Elements for Encounter Data
Attachment 4	Quarterly Grievance System Summary Report
Attachment 5	Trip Travel Expense Report
Attachment 6	Business Disruption Notification Report
Attachment 7	Critical Incident Report
Attachment 8	Definitions and Acronyms

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Board of Sumter County Commissioners

Florida Commission for the Transportation Disadvantaged





Authorized Signature

Authorized Signature

Garry Breeden

BOBBY JERNIGAN

Print/Type

Print/Type

Chairman

EXECUTIVE DIRECTOR

Title

Title

EXHIBIT A
SCOPE OF SERVICES
Medicaid Non-Emergency Transportation Services

I. GENERAL OVERVIEW

A. Purpose

This Agreement between the Commission for the Transportation Disadvantaged (Commission) and the Subcontracted Transportation Provider (STP) is for the provision of Medicaid Non-Emergency Transportation (NET) services.

B. General Responsibilities of the State of Florida (State) and the Commission:

1. The Commission will be responsible for setting policy relating to the Medicaid NET program.
2. The Commission will administer the Agreement with the STP, monitor STP performance, and provide oversight in all aspects of the STP's operations.
3. The State has sole authority for determining Medicaid eligibility.
4. Except for Medically Needy Medicaid Beneficiaries, eligibility for Transportation Services provided by the Recipient is effective at 12:01 a.m. on the first (1st) Calendar Day of the month.
5. The Commission will conduct periodic monitoring of the STP's operations for compliance with the provisions of the Agreement and applicable federal, State, and local laws and regulations.
6. The Commission has final authority in interpreting the terms and conditions of the Agreement and analyzing all policies relating to the Agreement.
7. Unless otherwise specified in this Agreement, the Commission shall respond to all STP requests for a response within ten (10) Business Days of receipt of said request.
8. The Commission shall ensure that the STP is Cost Effective (see Section 409.912(44), F.S.). The Commission may not renew this Agreement if it is not Cost Effective.

C. General Responsibilities of the STP

1. The STP shall comply with all provisions of this Agreement and its amendments, if any, and shall act in good faith in the performance of the Agreement's provisions. The STP shall comply with all written policies and procedures developed by the Commission to implement all provisions of this Agreement. The STP agrees that failure to comply with any provision of this Agreement shall result in the assessment of sanctions as identified in this agreement.
2. The STP shall comply with all requirements of Section 6032 (Employee Education About False Claims Recovery) of the federal Deficit Reduction Act of 2005 if the Recipient receives or earns five million dollars or more, annually, under the Medicaid State plan.
3. The STP shall comply with all pertinent Commission rules in effect throughout the duration of the Agreement.
4. The STP shall comply with all current Florida Medicaid Handbooks as noticed in the Florida Administrative Weekly ("FAW"), or incorporated by reference in rules relating to the provision of Transportation Services set forth in this agreement, except where the provisions of the Agreement expressly alter the requirements set forth in the Florida Medicaid Handbooks promulgated pursuant to the Florida Administrative Code (FAC). In addition, the STP shall comply with the limitations and exclusions in the Medicaid Handbooks, unless otherwise specified by this Agreement. In no instance may the STP's limitations or exclusions imposed be more stringent than those specified in the Medicaid Handbooks. The STP shall furnish Transportation Services in an amount, duration, and scope that the STP may reasonably expect to achieve the purpose for which the Transportation Services are furnished. The STP shall not arbitrarily deny or reduce the amount, duration, or scope of Transportation Services solely because of a Medicaid Beneficiary's diagnosis, type of illness, or condition.
5. This Agreement, including all attachments and exhibits, represents the entire agreement between the STP and the Commission and supersedes all other contracts, agreements, or understandings between the parties when it is executed by duly authorized signatures of the STP and the Commission. Correspondence and memoranda of understanding do not constitute part of this Agreement. In the event of a conflict of language between the Agreement and the exhibits and attachments, the provisions of the Agreement shall govern.
6. The Commission reserves the right to clarify any terms and conditions in question in regards to the Agreement between the Commission and the STP, in its sole discretion, in writing; such clarification shall govern. Upon final determination of any dispute over any Commission decision, the STP shall proceed diligently with the performance of its duties as specified under the Agreement and in accordance with the direction of the Agency's Division of Medicaid.
7. The STP shall comply with the Commission's Quality Improvement Program (QIP) to ensure enhancement of quality of Transportation Services and emphasize the

goals of improving the quality of Transportation Services provided to Medicaid Beneficiaries. The Commission may sanction the STP, if the STP, or one of its Subcontractors or a Transportation Provider does not meet acceptable Quality Improvement (QI) and Performance Measures (PMs), based on the Commission's reports and other outcome measures.

8. The STP must meet all requirements for doing business in the State of Florida.
9. The Commission may require the STP to provide to the Commission, or its Agent, information or data that is not specified under this Agreement. In such instances, and at the direction of the Commission, the STP shall fully cooperate with such requests and furnish all information in a timely manner, in the format in which the Commission requested. The STP shall have at least thirty (30) Calendar Days to fulfill such *ad hoc* requests.
10. The STP shall monitor utilization of Transportation Services by Medicaid Beneficiaries through the Prior Authorization of claims for Covered Services and the reports specified in this agreement.
11. The STP shall collect and submit Encounter Data for each Agreement Year in the format set forth in the Reporting Requirements section of this agreement, or as required by the Commission, and within the time frames specified by the Commission. All Covered Services rendered to Medicaid Beneficiaries shall result in the creation of an encounter record.
12. The STP shall not:
 - a. Use Fee-for-Service ambulance transport in lieu of Cost Effective and appropriate Transportation Services;
 - b. Limit Medicaid Beneficiaries to a specific number of medical Trips for any specific time period; and/or,
 - c. Limit Medicaid Beneficiaries to specific Licensed Health Care Professionals or use similar limitations that restrict the distance required for a Medicaid Beneficiary to receive Transportation Services, or limit the number of Trips provided to Medicaid Beneficiaries.
13. Use of Funding for Lobbying or Advocacy Purposes
 - a. The STP shall ensure that neither the STP nor any of its Subcontractors or Transportation Providers use Medicaid funding to lobby, advocate, or encourage other parties to lobby or advocate legislators or other political leaders in violation of State and federal law. If the Commission determines that the STP, a Subcontractor, or a Transportation Provider has violated this requirement against lobbying or advocating, the Commission may sanction the STP.

- b. The Recipient shall ensure that all Subcontractors and Transportation Providers execute a Certificate Regarding Lobbying no less than thirty (30) Calendar Days before the effective date of the Agreement and maintain copies of said Certificates in the Recipient's files.
- c. All of the lobbying and advocating requirements set forth in this Agreement apply to staff, Subcontractors, Transportation Providers, Recipient volunteers, employees, independent contractors, and all persons acting for, or on behalf of, the Recipient. The requirements set forth in this Section shall govern the development of all materials. Additionally, the Recipient is vicariously liable for any Violations of its Subcontractors, Transportation Providers, agents, employees, staff, and/or independent contractors.

II. BENEFICIARY ELIGIBILITY

A. Eligibility

1. Eligible Populations

- a. The STP shall provide Medicaid Transportation Services only to Medicaid Beneficiaries who are included in the eligible population.
- b. The categories of eligible Medicaid Beneficiaries authorized to receive services from the Recipient include, but are not limited to, the following:
 - (1) Low Income Families and Children;
 - (2) Foster Care Children;
 - (3) Sixth Omnibus Budget Reconciliation Act (SOBRA) Children and pregnant women;
 - (4) Supplemental Security Income (SSI) Medicaid only Medicaid Beneficiaries;
 - (5) SSI Medicare, Part B only Medicaid Beneficiaries;
 - (6) SSI Medicare, Parts A and B Medicaid Beneficiaries;
 - (7) Medicaid Beneficiaries who are residents in ALFs;
 - (8) The MEDS Aged/Disabled (AD) population;
 - (9) Individuals with Medicare coverage (e.g., dual eligible individuals) who are not enrolled in a Medicare-funded Managed Care Organization (MCO);

- (10) Institutional Care Program (ICP) Residents: Beneficiaries who are eligible for transportation services for placement in a facility while their eligibility determination is being processed (e.g., nursing home residents, etc.);
- (11) Presumptively Eligible Pregnant Women: This program allows staff at County Health Departments, Regional Prenatal Intensive Care Centers, and other qualified medical facilities to make a presumptive determination of Medicaid eligibility for low-income pregnant women. This presumptive determination allows a woman to access prenatal care while Department of Children and Families eligibility staff make a regular determination of eligibility. Outpatient or office services related to the pregnancy are reimbursed by this program; transportation services are available to support these visits;
- (12) Medicaid Beneficiaries who are receiving services through:
 - (a) A hospice program;
 - (b) A Prescribed Pediatric Extended Care (PPEC) center;
 - (c) The Aged/Disabled Adult Waiver;
 - (d) The Alzheimer's Disease Waiver;
 - (e) The Assisted Living for the Elderly Waiver;
 - (f) The Channeling Waiver;
 - (g) The Familial Dysautonomia Waiver;
 - (h) The Florida Senior Care Waiver;
 - (i) The Model Waiver;
 - (j) The Nursing Home Diversion Waiver;
 - (k) The Project AIDS Care Waiver; or
 - (l) The Traumatic Brain Injury/Spinal Cord Injury (TBI/SCI) Waiver.
- (13) Title XXI MediKids: A Title XXI health insurance program that provides certain children, who are not Medicaid eligible, with Medicaid benefits; and

- (14) **Medically Needy:** A Medically Needy beneficiary is an individual who would qualify for Medicaid but has income or resources that exceed normal Medicaid guidelines. On a month-by-month basis, the individual's medical expenses are subtracted from income; if the remainder falls below Medicaid's income limits, the individual may qualify for Medicaid through the end of the month.

2. Ineligible Populations

- a. The following categories describe Medicaid Beneficiaries who are not eligible to receive Transportation Services from the Recipient:
 - (1) Medicaid MCO enrollees – Medicaid Beneficiaries who are enrolled with a Medicaid MCO that provides Transportation;
 - (2) Medicaid Beneficiaries who have their own means of Transportation;
 - (3) Medicaid Beneficiaries who, at the time of application for enrollment and/or at the time of enrollment, are domiciled or residing in an institution, including:
 - (a) Statewide inpatient psychiatric program (SIPP) facilities;
 - (b) Intermediate care facility for persons with developmental disabilities (ICF-DD);
 - (c) State Hospitals; or
 - (d) Correctional institutions.
 - (4) Qualified Medicare Beneficiaries ("QMBs"), Special Low Income Medicare Beneficiaries ("SLMBs"), Qualified Medicare Beneficiaries Renal Dialysis ("QMBRs"), or Qualified Individuals at Level 1 ("QI-1s");
 - (5) Medicaid Beneficiaries who reside in the following:
 - (a) Residential commitment programs/facilities operated through the Department of Juvenile Justice (DJJ);
 - (b) Residential group care operated by the Family Safety & Preservation Program of the Department of Children and Families (DCF);
 - (c) Children's residential treatment facilities purchased through the Substance Abuse & Mental Health District

(SAMH) Offices of the DCF (also referred to as Purchased Residential Treatment Services – PRTS);

- (d) SAMH residential treatment facilities Licensed as Level I and Level II facilities; and
 - (e) Residential Level I and Level II substance abuse treatment programs. See Sections 65D-30.007(2)(a) and (b), F.A.C.
- (6) Legal aliens;
 - (7) Medicaid Beneficiaries who are also members of a Medicare-funded Managed Care Organizations (MCOs);
 - (8) Medicaid Beneficiaries who are enrolled in the Family Planning Waiver; and/or
 - (9) Medicaid Beneficiaries who are enrolled in the Program of All-inclusive Care for the Elderly (PACE).

b. The following waivers' services are not eligible for Transportation Services:

- (1) The Developmentally Disabled Waiver (Tier 1);
- (2) The Developmentally Disabled Waiver (Tier 2);
- (3) The Developmentally Disabled Waiver (Tier 3);
- (4) The Family and Supported Living Waiver (Tier 4); and
- (5) The Adult Cystic Fibrosis Waiver.

B. Gate Keeping

1. Medicaid Compensable Trips

- a. Neither the STP, any of its Subcontractors nor Transportation Providers shall require written verification from the Medicaid Beneficiary as to the need for an Urgent Trip or Medically Necessary Trip.
- b. The STP, Subcontractors or Transportation Providers, in its efforts to ensure proper Gate Keeping, may:
 - (1) Contact the Medicaid Beneficiary's provider's/Licensed Health Care Professional's office and ask if the medical care is Medicaid

compensable. If the Trip is not Medicaid compensable, the STP shall deny the Trip request.

- (2) Contact the Medicaid Beneficiary's provider's/Licensed Health Care Professional's office and ask if the Medicaid Beneficiary has an appointment. If the Medicaid Beneficiary does not have an appointment, the STP shall deny the Trip request.
 - (3) Contact the Medicaid Beneficiary's provider's/Licensed Health Care Professional's office and ask if the medical care is considered Urgent Care as defined in this Agreement. If the STP is able to confirm that the Trip is not considered Urgent Care, the STP may require that the Medicaid Beneficiary reschedule the requested Medicaid compensable Trip.
- c. The STP can require that a Medicaid Beneficiary seek Medicaid compensable services from a physician/Licensed Health Care Professional doing business in the Medicaid Beneficiary's city/community of residence unless:
- (1) There is not a physician/Licensed Health Care Professional in the Medicaid Beneficiary's city/community of residence that can or will provide services to the Medicaid Beneficiary;
 - (2) The Medicaid Beneficiary has started a course of treatment for an Acute Condition in one county of residence and subsequently changes his county of residence to an adjacent county of residence. Upon completion of a course of treatment for an Acute Condition, the Recipient may require the Medicaid Beneficiary utilize the services of a provider/Licensed Health Care Professional located in the Medicaid Beneficiary's city/community of residence; or
 - (3) The Medicaid Beneficiary's provider/Licensed Health Care Professional is located in an adjacent city/community and is at a distance no further from the Medicaid Beneficiary's home than a similar physician/Licensed Health Care Professional in the Medicaid Beneficiary's city/community of residence.
- d. The STP shall not limit the number of Medicaid compensable Trips that a Medicaid Beneficiary receives.
- e. In order to manage the coordination of Transportation Services, the STPs may request that a Medicaid Beneficiary reschedule a Medicaid compensable Trip that is not an Urgent Trip, but in no event may the STPs and/or Transportation Providers delay the Medicaid Beneficiary's appointment by more than fifteen (15) Business Days.

f. The STP may limit out of county Trips to specific days of the week (e.g., Tampa on Mondays and Wednesdays; Orlando on Tuesdays and Thursdays). The STP must provide out of county Trips on unscheduled days if the provider with whom the Medicaid Beneficiary has an appointment does not see patients on the Recipient's regularly scheduled Trip day. The STP is responsible for notifying Medicaid Beneficiaries of an established out of county service route so that Medicaid Beneficiaries can schedule appointments accordingly.

(1) The STP can request confirmation, but shall not require written confirmation, from the provider or the Medicaid area office that the out of county Medicaid compensable services are not available in the Medicaid Beneficiary's county of residence or that the services are available only on a specific day that does not correspond to the established schedule.

2 Out of State Transportation

a. If the Agency for Health Care Administration authorizes an out of State Medicaid compensable service, the STP shall not require additional confirmation that the services are available in the State.

(1) For advance notice purposes, within one (1) Business Day of receipt from the Agency for Health Care Administration, the Commission shall notify the STP when a Medicaid Beneficiary requests out of State Medicaid compensable services.

(3) The Commission shall forward the written approval from the Agency for Health Care Administration to the STP authorizing out of State Medicaid compensable services.

(4) At least quarterly, the Commission shall update the STP on the status of Medicaid Beneficiaries receiving Medicaid compensable services out of State.

(5) The Commission will forward any notification from AHCA stating that a Medicaid Beneficiary is ready for transport back to the State.

3. Neither the Agency for Health Care Administration, the Commission, nor the STP shall limit the following types of Trips. The STP shall provide the following types of Trips in addition to the STPs daily Trip allocation:

a. Urgent Trips

b. Trips to the following types of services:

(1) Dialysis;

- (2) Chemotherapy;
- (3) Wound treatment;
- (4) Behavioral Health Care;
- (5) Prescribed Pediatric Extended Care centers (PPECs); or,
- (6) Any other Trip not specifically set forth above, but that the Agency for Health Care Administration determines, after consultation with the Commission, is in the best interests of the Medicaid Beneficiary population.

4. The STPs shall comply with the following gate keeper responsibilities:
 - a. Accept requests for Transportation Services directly from Medicaid Beneficiaries, adult family members on behalf of minor Medicaid Beneficiaries, guardians responsible for Medicaid Beneficiaries, and providers/Licensed Health Care Professionals on behalf of Medicaid Beneficiaries.
 - b. Assure that the Medicaid Beneficiary is a resident of Florida and is currently Medicaid eligible. Medicaid eligibility shall be obtained by contacting a MEVS vendor or similar provider, including the STPs eligibility verification program, through FAXBACK with the Medicaid Fiscal Agent where a fax is sent through an automated system and a report is transmitted back containing Beneficiary eligibility information.
 - c. Determine if transportation resources exist within the Medicaid Beneficiary's Household regularly and/or specifically for the Trip requested, and may deny a Trip request if the Medicaid Beneficiary has appropriate transportation resources in his/her Household.
 - d. Determine if there is a reason why the Medicaid Beneficiary cannot utilize his/her own transportation (such as the vehicle is broken, out of gas, etc.). If the Beneficiary is unable to utilize his/her transportation, the STP may assist the Medicaid Beneficiary in utilizing his/her own means of transport (fix vehicle, supply gas, etc.).
 - e. Determine whether any person who does not reside in the Medicaid Beneficiary's household can reasonably provide transportation. "Reasonably" is defined to mean both willing and able. The STP shall not demand the use of transportation resources available through any party residing outside the Medicaid Beneficiary's household.

- f. Require the use of public transportation, where available and appropriate, for Medicaid Beneficiaries who are able to understand common signs and directions.
 - g. Determine if the Medicaid Beneficiary is ambulatory, requires a mobility device, or requires a stretcher for transport. The STP shall transport Medicaid Beneficiaries who must use a mobility device for ambulation or must remain in a lying position in vehicles appropriate to their level of need.
 - h. Provide Transportation Services only to a Medicaid compensable service.
 - i. Refuse to reimburse the cost of transportation provided for a Medicaid Beneficiary by any relative or member of the same household, exclusive of foster parents.
 - j. Some nursing facilities, group homes, and personal care homes have one or more vehicles, which are intended to facilitate the general administration of the facility and not necessarily to provide for resident transportation. The STP cannot deny Transportation Services based on the mere existence of a vehicle. The availability of a vehicle for resident transportation must be determined on a case by case basis. If the vehicle is not available for resident transportation at the time required, as represented by the nursing facility manager or director of nursing, as applicable, the Recipient/Subcontractor shall exclude such vehicle as an alternate form of available transportation.
 - k. Consider information presented by or on behalf of a Medicaid Beneficiary relative to the need for Transportation Services upon each such request for transportation, notwithstanding previous denials of service.
 - l. Except as otherwise specified below, require that a Medicaid Beneficiary and associated Attendant/Escort be picked up from, and returned to, a common address.
 - m. Ensure that Medicaid is the payor of last resort and that the Medicaid Beneficiary does not have access to any other form of transportation service to a Medicaid compensable service.
5. If the STP requires an application process to determine eligibility for Transportation Services, the STP shall provide Transportation Services to all Medicaid Beneficiaries requiring Urgent Trips pending the STP's final eligibility determination.

C. Trip Limiting Procedure

1. Nothing in the Trip Limiting Procedure detailed below supersedes the Commission's or AHCA's prohibition against limiting specific types of Trips as set forth in the Gate Keeping section above.
2. The STP may limit the total number of daily Medicaid Trips available so long as the STP completes the following Trip limitation procedure:
 - a. The STP shall provide all detailed background information explaining why the STP feels it must initiate Trip limits to the Recipient no less than sixty (60) Calendar Days before the STP plans to initiate Trips limits. The background information shall include the following:
 - (1) An explanation as to why the STP needs to initiate Trip limits and what it plans to do to resolve the issues that require the STP to request Trip limits as quickly as possible;
 - (2) The STP's process for establishing a daily budget;
 - (3) The STP's current Gate Keeping strategies/programs and how the STP intends to revise its Gate Keeping strategies/programs to ensure a swift return to normal provision of Transportation Services;
 - (4) The STP's Costs and an explanation of its financial situation;
 - (5) A copy of the notification the STP proposes to mail to all affected Medicaid Beneficiaries at least thirty (30) Calendar Days before it plans to initiate its Trip limits. The STP's letter should state that trips for dialysis, chemotherapy, etc. are exempt from the upcoming Trip limits.
 - (6) The STP's current daily budget allocation and the STP's projected daily budget allocation during the period the STP proposes to limit Trips; and
 - (7) A specific date upon which the STP expects to be able to provide Transportation Services without Trip limits, not to exceed ninety (90) Calendar Days.
 - b. Upon receipt of the Trip Limiting request from the STP, the Commission shall review the information and, within ten (10) Business Days, either:
 - (1) Forward documentation with analysis as to why the request is necessary and reasonable to AHCA for approval. Send written notification to the STP that request has been submitted to the AHCA for approval;

- (2) Deny the STP's request and send written notification to the STP;
or
 - (3) Forward documentation with analysis for partial approval of request to AHCA for approval and notify the STP in writing of such action. (STP may request a trip limit of 30 trips but the Commission recommends a Trip limit of forty (40) Trips per day for AHCA's approval).
- c. If the STP's Trip limit request submission is incomplete or does not adequately explain the reasons it feels that it must initiate Trip limits, the Commission shall deny the STP's request and send a copy of the denial to the Agency for Health Care Administration.
- d. Upon receipt of the documents from the Commission, the Agency shall have ten (10) business days to review the information and either:
- (1) Approve the STP's request and send written notification to the Commission;
 - (2) Disapprove the STP's request in full and send written notification of the Agency's disapproval to the Commission, or
 - (3) Approve the STP's request in part and send written notification to the Commission with specific instructions as to which part(s) the Agency approves.
 - (a) Example – The STP requests a Trip limit of thirty (30) Medicaid compensable Trips per day, but the Agency for Health Care Administration approves a Trip limit of forty (40) Trips per day.
- e. The STP shall acknowledge the Commission's/Agency's final determination within five (5) Business Days. If the Agency grants only partial approval, the STP must specify in its acknowledgement that it will abide by the final approved Trip limit program.
- f. If the STP wants to extend the Trip limit, the STP must supply the Commission and the Agency at least thirty (30) Calendar Days before the first Trip limit period ends with an explanation as to why the initial Trip limit period was insufficient to meet the goals set forth in the STP's original proposal and how the STP plans to be able to resume normal services at the end of the second ninety (90) day period. The Commission and the Agency may approve an extension of up to ninety (90) days.
- g. The Agency will not allow a STP to conduct more than two (2) Trip limit periods during a three-hundred sixty-five (365) Calendar Day period. If a STP is unable to provide the full spectrum of Transportation Services

without limiting Trips after two (2) Trip limit periods in a 365 Calendar Day period, the Commission shall terminate the STP and procure a new STP.

III. MEDICAID BENEFICIARY SERVICES

A. Medicaid Beneficiary Services

1. General Provisions

- a. The STP shall have written policies and procedures for the provision of Transportation Services, as specified in this Agreement
- b. The STP shall ensure that Medicaid Beneficiaries are aware of their rights and responsibilities, how to obtain Transportation Services, what to do in an Emergency or Urgent Care situation, how to file a Complaint, Grievance, Appeal, or Medicaid Fair Hearing, how to report suspected Fraud and Abuse, and all other requirements and Covered Services.
- c. The STP shall have the capability to answer Medicaid Beneficiary inquiries via written materials, telephone, electronic transmission, and face-to-face communication.
- d. The STP shall not charge the Commission, Agency for Health Care Administration or Medicaid Beneficiaries for printing written materials.
- e. The STP must make oral interpretation services available free of charge to non-English speaking Medicaid Beneficiaries. This applies to all non-English languages, not just those that the State identifies as prevalent. The STP shall not charge the Commission, Agency for Health Care Administration or the Medicaid Beneficiary for interpretation services. The STP shall notify all Medicaid Beneficiaries that oral interpretation is available for any language and written information is available in prevalent languages, and how to access those services.

2. Medicaid Beneficiary Communications

- a. Requirements for all Communications
 - (1) The Commission and the AHCA must approve, in writing, all written, website and verbal communications developed by the STP for distribution/transmission to Medicaid Beneficiaries before communication.
 - (2) The STP shall make all written communications available in alternative formats and in a manner that takes into consideration the Medicaid Beneficiary's special needs, including those who are visually impaired or have limited reading proficiency (e.g., Braille,

large print format, etc.). The STP shall notify all Medicaid Beneficiaries that information is available in alternative formats and how to access those formats.

- (3) The STP shall make all written communications available in English, Spanish, and all other foreign languages in a county spoken by five percent (5%) or more of the total county population.
- (4) The STP shall provide Medicaid Beneficiary information in accordance with 42 CFR 438.10, which addresses information requirements related to written and oral communications provided to Medicaid Beneficiaries, including: languages, format, Transportation Services, Service Area, and the Grievance System. The STP shall notify Medicaid Beneficiaries on at least an annual basis of their right to request and obtain information in accordance with the above regulations.
- (5) All written materials shall be at or near the fourth (4th) grade reading comprehension level. Suggested reference materials to determine whether the STP's written materials meet this requirement are:
 - (a) Fry Readability Index;
 - (b) PROSE The Readability Analyst (software developed by Education Activities, Inc.);
 - (c) Gunning FOG Index;
 - (d) McLaughlin SMOG Index;
 - (e) The Flesch-Kincaid Index (available in Microsoft Word); or
 - (f) Other software approved in writing by the Agency.
- (6) The STP shall provide written notice to the Commission of any changes to any correspondences, templates for mass mailings, and/or written materials provided to Medicaid Beneficiaries. The Commission shall review and shall submit all written materials to the AHCA at least forty-five (45) Calendar Days before the effective date of the change. The STP shall provide written notice of changes to the Medicaid Beneficiary Transportation Handbook and any policy changes to Medicaid Beneficiaries at least thirty (30) Calendar Days before the effective date of the change, but not before the Commission and the AHCA approves, in writing, the STP's written notice.

- b. The STP shall mail any other mutually agreed upon notices at a date and time agreed to by the Agency for Health Care Administration and the Commission.
 - c. The STP shall not mail or give any written communications to Medicaid Beneficiaries without first obtaining the Commission's written approval of the communication.
 - d. The Commission shall sanction the STP, in accordance with the contract, for any failure on the part of the STP and/or Transportation Providers to obtain the Commission's written approval before disseminating written materials to Medicaid Beneficiaries.
3. Notice of Eligibility and Medicaid Beneficiary Transportation Services Handbook
- a. Within seven (7) Calendar Days following the STP's determination of a Medicaid Beneficiary's eligibility to receive Transportation Services, the STP shall mail each Medicaid Beneficiary a copy of its Medicaid Beneficiary Transportation Services Handbook.
 - b. The Medicaid Beneficiary Transportation Services Handbook shall include the following information:
 - (1) A Table of Contents;
 - (2) The STP's toll-free Trip scheduling telephone number;
 - (3) Information to explain the different types of coverage available and the time frames for requesting and receiving Transportation Services;
 - (4) Directions on the use of Transportation Services offered by the STP;
 - (5) The extent to which, and how, the STP provides non-business hour, inpatient delivery/return, Urgent Care delivery/return, and Emergency Room discharge Transportation Services;
 - (6) An explanation of the Grievance System, including the address, telephone number, and office hours of the STP's Grievance staff and the Commission's Ombudsman. The STP shall specify phone numbers for a grievant to call to present a Complaint, Grievance, or Appeal. Each phone number shall be toll-free within the grievant's geographic area and provide reasonable access to the STP and/or Commission without undue delays;
 - (7) Medicaid Beneficiary rights and responsibilities;

- (8) Information on Emergency Transportation and how to access those services;
 - (9) Information on oral interpretation services for all languages and alternative communication formats are available, free of charge, and how to access these services;
 - (10) Information that the Medicaid Beneficiary's Transportation Services can continue if the Medicaid Beneficiary files a Complaint, Grievance, or Appeal of a denied authorization and that the Medicaid Beneficiary may have to pay in case of an adverse ruling;
 - (11) Co-payments for the Medicaid Beneficiary;
 - (12) Instructions explaining how Medicaid Beneficiaries may obtain information from the Commission regarding the Quality Improvement Plan and Performance Measure indicators, including Medicaid Beneficiary information;
 - (13) Procedures for reporting Fraud, Abuse, and Overpayment;
 - (14) Information regarding HIPAA relative to the Medicaid Beneficiary's personal health information; and,
 - (15) Information relating to the STP's Medicaid Beneficiary No Show Policy.
- c. The Medicaid Beneficiary Handbook must clearly specify all necessary procedural steps for filing Complaints, Grievances, Appeals, and Medicaid Fair Hearings, including:
- (1) Medicaid Beneficiary rights to file Complaints, Grievances, and Appeals and all requirements and time frames for filing Complaints, Grievances, and Appeals.
 - (2) The Commission's and STP's Grievances and Appeals Coordinator's address, toll-free telephone number and office hours.
 - (3) The availability of assistance to Medicaid Beneficiaries in filing Grievances, Appeals, and Medicaid Fair Hearings.
 - (4) The rules that govern representation at the Medicaid Fair Hearing.
 - (5) A statement explaining the Medicaid Beneficiary's right to request a continuation of Transportation Services during an Appeal and/or Medicaid Fair Hearing and a statement that if the Medicaid Fair

Hearing upholds the STP's Action, the STP may hold the Medicaid Beneficiary liable for the cost of any continued Transportation Services.

- (6) A detailed explanation of the proper procedure for a Medicaid Beneficiary to request a continuation of Transportation Services during an Appeal and/or Medicaid Fair Hearing.

B. No Show Beneficiary Education

1. If a Medicaid Beneficiary fails to provide notice of a cancellation to the STP or a Transportation Provider at least twenty-four (24) hours in advance of a scheduled Trip, or the Medicaid Beneficiary is not available, or has decided he/she does not require Transportation Services, then the STP shall classify the Medicaid Beneficiary as a No Show. The STP shall provide the Commission a monthly report listing it's No Show Medicaid Beneficiaries. The No Show Medicaid Beneficiary report shall include the Medicaid Beneficiary's name, phone number, date and time scheduled for transport, and Trip destination.
2. The STP shall contact the Medicaid Beneficiaries who are identified as No Shows and counsel them on the proper usage of NET services and provide technical assistance. The STP shall track the Medicaid Beneficiaries it counseled regarding the No Show policy and keep a record of the technical assistance provided. The STP shall take no action to "lock-in" a Medicaid Beneficiary without written approval provided by the Agency for Health Care Administration's Project Manager. The Commission shall maintain a copy of the AHCA written approval in the STP's contract file.
3. If the No Show Medicaid Beneficiary provides acceptable, verifiable evidence to the STP that the No Show was due to unforeseen and unavoidable circumstances, the STP shall not count the missed Trip as a No Show, unless such evidence does not prove the Medicaid Beneficiary was unable to meet the scheduled pick-up time due to said unforeseen and unavoidable circumstances.

C. Co-Payments

1. The STP may charge a co-payment from Medicaid Beneficiaries that is not greater than one dollar (\$1.00) for each Trip or two dollars (\$2.00) per each round Trip. The STP must explain the STP's co-payment plan as part of the STP's co-payment plan in the Medicaid Beneficiary Transportation Services Handbook.
2. The following categories of Medicaid Beneficiaries are not required to pay a co-payment:
 - a. Medicaid Beneficiaries under twenty-one (21) years of age;
 - b. Pregnant women when the Transportation Services relate to:

- (1) The pregnancy;
 - (2) To any medical condition that may complicate the pregnancy; or
 - (3) Conditions or complications of the pregnancy extending through the end of the month in which the sixty (60) day period following termination of pregnancy ends.
 - c. Institutional Care Program (ICP) Medicaid Beneficiaries who are required to spend all of their income for medical care costs (except for a minimal amount that is required for personal needs) as a condition of receiving services in an institution and who are inpatients in long-term care facilities, Hospitals, or other medical institutions;
 - d. Medicaid Beneficiaries when Transportation Services relate to family planning services; and,
 - e. Medicaid Beneficiaries who are receiving hospice services.
3. A STP cannot deny Transportation Services to a Medicaid Beneficiary based solely on the Medicaid Beneficiary's inability to pay a Medicaid co-payment. If the Medicaid Beneficiary is unable to pay for Transportation Services at the time the Transportation Provider renders Transportation Services, the STP may bill the Medicaid Beneficiary for the unpaid charge.

D. Cultural Competency

1. The STP shall comply with the Commission's written Cultural Competency Plan, in accordance with 42 CFR 438.206, to ensure Transportation Services are provided in a culturally competent manner to all Medicaid Beneficiaries, including those with limited English proficiency. The Cultural Competency Plan explains that STPs and STP employees will provide effective Transportation Services to people of all cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individual Medicaid Beneficiaries and protects and preserves the dignity of each Medicaid Beneficiary.

IV. COVERED SERVICES

A. Covered Services

1. The STP shall ensure the provision of Transportation Services in sufficient amount, duration, and scope reasonably expected to achieve the purpose for which the Transportation Services are furnished and shall ensure the provision of the following Covered Services as defined and specified in this Agreement. The STP shall not arbitrarily deny or reduce the amount, duration, or scope of Transportation Services solely because of a Medicaid Beneficiary's diagnosis, type of illness, or condition.

2. The STP is responsible for ensuring that it incorporates all Transportation Provider, service, and product standards specified in the Agency's Non-Emergency Transportation Services Coverage & Limitations Handbooks and the Commission's handbooks into the STP's Transportation Provider Agreement by reference.
3. Medicaid Beneficiaries who have begun self-administered home oxygen before transport may continue administration during transport. However, a Medicaid Beneficiary cannot begin a new regimen of oxygen therapy during transport, nor may the attendant employed by the Transportation Provider administer oxygen.
4. Escort Services – An Attendant/Escort is an individual whose presence is required to assist a Medicaid Beneficiary during transport and at the place of treatment. The Attendant/Escort leaves the vehicle at its destination and remains with the Medicaid Beneficiary. An Attendant/Escort must be of an age of legal majority recognized under Florida law.
 - a. The STP must allow, without charge to the Escort or Medicaid Beneficiary, one (1) Attendant/Escort to accompany a Medicaid Beneficiary or group of Medicaid Beneficiaries who are blind, deaf, mentally disabled, or under twenty-one (21) years of age, when the Medicaid Beneficiaries are transported to receive Medicaid compensable services.
 - b. Upon the request of a Prescribed Pediatric Extended Care (PPEC) Center, the STP shall pick up Escorts for children attending said PPEC at a mutually agreed upon location from the Medicaid Beneficiary before picking up the Medicaid Beneficiary who is traveling to the PPEC. The STP shall not drop off the Escort until after the STP has dropped off the PPEC Medicaid Beneficiary.
5. Special Covered Services – The STP must supply Transportation for Medicaid Beneficiaries when:
 - a. The Agency for Health Care Administration has begun a closure or decertification of a Nursing Facility and Medicaid Beneficiaries require Transportation from one Nursing Facility to another or to an alternate living arrangement; or,
 - b. A Medicaid Beneficiary has a change in level of care that results in the facility not being certified or equipped to provide medically required or specialized services and the Medicaid Beneficiary requires Transportation from one Nursing Facility to another Nursing Facility or to an alternative living arrangement.
6. The STP shall provide Transportation Services for the following Covered Services:
 - a. The STP must provide Transportation Services to eligible Medicaid Beneficiaries for Medicaid compensable services by using the most

appropriate mode of Transportation, including, but not limited to, the following types:

- (1) **Multiload Vehicles** – A multiload vehicle is a multiple passenger vehicle, typically used for Transportation Services. It is appropriate only for ambulatory or non-ambulatory persons who can enter and exit a vehicle with minimal to no assistance. Assistance means that additional equipment and time are required. Multiload vehicles may include buses, vans, sedans, and taxis.
- (2) **Wheelchair Vehicle** – A wheelchair vehicle is a motorized vehicle equipped specifically with certified wheelchair lifts, or other equipment designed to carry persons in wheelchairs and scooters, or with mobility impairments. The STP may use wheelchair vehicles for the provision of ambulatory transportation services to maximize capacity.
 - (a) The STP must use wheelchair vehicles in the following NET situations:
 - (i) Medicaid Beneficiaries who are continually confined to a wheelchair;
 - (ii) Medicaid Beneficiaries with severe mobility handicaps that prevent them from using private or public transportation or taxis;
 - (iii) Medicaid Beneficiaries who are semi-ambulatory or homebound, and can accomplish limited ambulatory movement with the assistance of a special ambulatory aid (like a walker or cane); or,
 - (iv) Medicaid Beneficiaries who use a mobility device.
 - (b) In questionable cases, the STP may contact the office of the Medicaid Beneficiary's Health Care Professional to verify the Medicaid Beneficiary's need for transport by a wheelchair vehicle.
- (3) **Stretcher Vehicle** – A stretcher vehicle is an enclosed vehicle that accommodates a litter and is equipped with locking devices to secure the litter during transit. Stretcher service is required for Medicaid Beneficiaries who are non-ambulatory and need assistance to be transported to and from the vehicle and the Health Care Professional's facility in a reclining position.

- (a) No flashing lights, sirens, or emergency equipment are required to be installed on a stretcher vehicle.
 - (b) The STP can provide stretcher services only in non-emergency situations and are limited to use by:
 - (i) Medicaid Beneficiaries who need to remain in a lying position but do not require the administration of life support; or,
 - (ii) Medicaid Beneficiaries who have severe mobility disabilities that render them unable to sit in an upright position for prolonged periods of time.
 - (c) In questionable cases, the STP may require a medical professional's verification or documentation of a Medicaid Beneficiary's need for transport by a stretcher vehicle.
- (4) Public Transportation (where available) – In some areas of Florida, public transportation may be a viable and Cost Effective alternative to more traditional and expensive forms of Non-Emergency Transportation. For purposes of this Agreement, public transportation is any fixed-route transportation service that is available to the general public.
- (a) Transit companies, county or city governments, or federally funded transportation authorities may provide public transportation.
 - (b) The STP may use public transportation to provide a full Trip, or portion of a Trip, to or from a Medicaid compensable service.
 - (c) The intent of this section is to maximize the use of fixed-route services.
- (5) Over-the-Road Bus (where available) – An over-the-road bus is traditionally used to traverse long distances such as cross-county and cross-state travel.
- (6) Private Volunteer Transportation (where available) – Private volunteer transportation is provided by individuals or agencies that receive no compensation or payment other than minimal reimbursement for Mileage for the provision of private volunteer transportation services.
- (a) The STP shall ensure that Medicaid Beneficiaries receive Transportation Services from a volunteer organization,

including, if applicable, scheduling appointments, and notifying Medicaid Beneficiaries of arrangements.

(b) The STP is responsible for all necessary payments (excluding co-payments, if any) to the private volunteer Transportation Provider.

(c) Use of volunteer transportation does not alleviate the STP's responsibility to assure the safety, comfort, and appropriate mode of Transportation consistent with the Medicaid Beneficiary's health care status. The STP must ensure that all volunteers and vehicles used to provide private volunteer transportation are properly Licensed and insured.

(7) Commercial Air Carrier Transportation – The STP may provide, where necessary or appropriate, commercial air carrier transportation to Medicaid Beneficiaries.

(a) For in state Commercial Air Carrier Transportation, the Medicaid Beneficiary must provide documented proof to the STP before commercial air carrier transport that necessary medical services are not available within the Medicaid Beneficiary's city/community of residence, or an adjacent city/community, and that commercial air carrier transportation is the only viable option.

7. The STP shall provide Transportation Services and all related travel expenses, in accordance with 42 CFR 440.170, pertaining to related travel expenses (including the cost of meals and lodging) and as described in the Florida Medicaid Non-Emergency Transportation Services Coverage and Limitations Handbook. The STP is responsible for coordinating all Transportation Services, lodging, and related travel expenses, for out of state transportation and in state transportation, including:

a. The cost of Transportation for the Medicaid Beneficiary by ambulance acting as a stretcher vehicle, taxicab, common carrier, commercial air carrier, or other appropriate means; and,

b. The cost of an Attendant/Escort to accompany the Medicaid Beneficiary, if necessary, and the cost of the Attendant's/Escort's transportation, meals, lodging, and, if the Attendant/Escort is not a member of the Medicaid Beneficiary's family, cost of the Attendant's/Escort's services rendered based on the prevailing Medicaid rate.

B. Excluded Services

1. The STP is not required to provide the following excluded services:

- a. Stretcher Vehicle Oxygen Administration – Stretcher van Transportation Providers are not required to be equipped to provide and administer oxygen to a Medicaid Beneficiary during a transport. Oxygen provided and administered by the Medicaid Beneficiary is appropriate for Transportation Services if no other medical equipment or medical care is required en route.
 - (1) Stretcher Vehicle Transportation Providers are not required to be equipped to maintain a ventilator or care for a Medicaid Beneficiary who is ventilator-dependent during a transport. If a Medicaid Beneficiary has a battery-operated ventilator and a properly trained Escort will travel with the Medicaid Beneficiary to provide ventilator care en route to or from a doctor’s office or some other Medically Necessary health care service, the Medicaid Beneficiary is eligible for Transportation Services if no other medical equipment or care is required en route.
- b. Ground Ambulance Transportation – Transportation Services do not include ground ambulance transportation unless the ground ambulance is under contract as a stretcher or wheelchair Transportation Provider as specified in the Wheelchair Vehicle Section, or the Stretcher Vehicle Section.
 - (1) The STP is excluded from providing ground ambulance transportation if a local governmental ordinance mandates non-emergency stretcher transportation services be provided in a ground ambulance vehicle.
- c. Air Ambulance Transportation – Transportation Services do not include air ambulance transportation.
- d. Basic Life Support (BLS) and Advance Life Support (ALS) Transportation – For the purpose of this Agreement, Transportation Services do not include the arrangement, coordination, or delivery of Transportation Services for Medicaid Beneficiaries who require the administration of any level of life support services (ALS or BLS) during transport.

C. Special Exclusions

- 1. The STP is not responsible for the coverage of:
 - a. The cost of transporting a Medicaid Beneficiary back to Florida when the Medicaid Beneficiary voluntarily traveled outside of Florida and requires hospitalization and/or subsequent Nursing Facility care, unless a Medicaid Beneficiary received prior authorization to travel out of State for the purpose of receiving a Medicaid compensable service;
 - b. Transportation for therapeutic home visits to or from a Hospital, hospice, nursing home, ICF/DD, State, or other private or public institution;

- c. Transportation of a Medicaid Beneficiary from one Hospital to another, one Nursing Facility to another, or from a Hospital to a Nursing Facility, solely based on the preference of the Medicaid Beneficiary or a member of the Medicaid Beneficiary's family, except as otherwise set forth in this Agreement;
- d. Transportation of deceased Medicaid Beneficiaries;
- e. Transportation of family members to visit a hospitalized or institutionalized Medicaid Beneficiary;
- f. Transportation of a Medicaid Beneficiary to receive medical training;
- g. Transportation of Medicaid Beneficiaries to a pharmacy for the purpose of having a prescription filled;
- h. Transportation of a Medicaid Beneficiary to a medical facility or physician's office for the sole purpose of obtaining a medical recommendation or to pick up Medical Records;
- i. Transportation of a Medicaid Beneficiary for socialization and/or therapeutic field visits to locations other than the facility where such services are received;
- j. Transportation Services available to the general public free of charge;
- k. Transportation Services that are already covered by a per diem rate and included in a corresponding cost report. Transportation Services are included in an ICF/DD's per diem;
- l. Unless otherwise provided by State or federal law, the Recipient shall not pay salaries, fees, or other compensation for professional health care Attendants/Escorts;
- m. Transportation of a Medicaid Beneficiary to a service covered by a Home and Community-Based Service (HCBS) waiver if transportation can be billed to the waiver or is included in the reimbursement for the waiver service; or
- n. Transportation Services to or from an Adult Day Care center.

V. TRANSPORTATION PROVIDER NETWORK

A. General Provisions

- 1. The Commission shall maintain a Subcontractor List for each county in which it provides services. The STP shall also maintain a Subcontractor List. The list shall include, at a minimum, the following information for each Subcontractor:

- a. Name;
 - b. Mailing address (including street number, city, state, and zip code);
 - c. Main contact's name;
 - d. Main contact's telephone number;
 - e. Main customer service telephone number;
 - f. Main fax telephone number; and,
 - g. E-mail address.
2. The Commission shall notify AHCA within seven (7) Business Days of any significant changes to the STP's Transportation Provider network in a county. The Agreement defines a significant change as:
 - a. A loss of all Transportation Providers of a particular mode of Transportation (e.g., stretcher transportation, etc.); or,
 - b. Other adverse changes to the composition of the STP's Transportation Provider network that impair or deny a Medicaid Beneficiary's access to adequate and appropriate Transportation.
 3. The Commission shall notify the AHCA within seven (7) Calendar Days if the inclusion of a new category of Medicaid Beneficiaries eligible to receive Transportation Services will negatively impact the Transportation Provider network.

B. Subcontractors

1. Service Standards

- a. The following standards are for all vehicles and drivers, excluding volunteer-owned vehicles:
 - (1) Drug and Alcohol Testing – The STP and/or Transportation Providers shall in compliance with the Federal Transit Administration's (FTA) drug and alcohol regulations, and the Federal Highway Administration's drug and alcohol regulations, where applicable.
 - (2) The FTA determines mandatory transportation safety standards based on the size and nature of the Transportation Provider. The STP can obtain full details of the FTA's safety standards from the Federal Transit Administration, Office of Safety and Security, 400

7th Street, S.W., Washington D.C., 20590. While the Commission strongly recommends using the FTA's guidelines, it is the STP's responsibility to ensure that it and any transportation providers are in compliance with all applicable federal, State, and local regulations.

- (3) Driver Accountability – The STP shall ensure that all drivers have a valid driver's license and are covered by the STP's, or Transportation Provider's insurance plan, as required by law, before starting to provide Transportation Services. The STP shall ensure that all drivers meet the locally determined driver background screening standard before providing Transportation Services to Medicaid Beneficiaries. The STP must have ready access to all documentation of the above listed requirements.
 - (a) If a particular driver is not properly licensed or insured, the STP shall remove the driver from all routes transporting Medicaid Beneficiaries.
- (4) Driver Conduct – The STP shall ensure that drivers act in a professional manner at all times and shall perform the minimum levels of service as explained in all Subcontracts.
 - (a) If the Commission and/or STP receive Complaints and/or Grievances regarding a particular driver, and it is determined that the driver is not conducting himself/herself in a manner consistent with the minimum levels of service, and corrective action has not resulted in improved performance, the STP shall remove the driver from all routes transporting Medicaid Beneficiaries.
- (5) The STP and/or transportation providers shall use child safety restraints, if applicable, where the use of such devices would not interfere with the safety of a child (e.g., a child is in a wheelchair).
- (6) Where applicable, shall follow the rules and regulations of the Americans with Disabilities Act.

2. Standards for Commercial and Volunteer Drivers:

- a. Drivers and/or attendants shall not engage in activities including, but not limited to, the following:
 - (1) Make sexually explicit comments towards, solicit sexual favors from, or engage in sexual activity with Medicaid beneficiaries;

- (2) Solicit or accept controlled substances, alcohol, or medications from Medicaid beneficiaries;
 - (3) Solicit or accept money from Medicaid Beneficiaries other than authorized co-payments;
 - (4) Use alcohol, narcotics, or controlled substances, or be under their influence, while on duty. A driver/attendant may use prescription medication so long as he/she can still perform his/her duties in a safe manner and the STP has written documentation that the driver's/attendant's medication will not impact his/her ability;
 - (5) Eat or consume any beverage while operating the vehicle or while providing Transportation Services to Medicaid Beneficiaries;
 - (6) Smoke or use smokeless tobacco products in the vehicle;
 - (7) Wear any type of headphones while on duty; and/or,
 - (8) Be responsible for passenger's personal items.
- b. At a minimum, drivers/attendants shall:
- (1) Wear, or have visible, easy to read identification that identifies the driver/attendant as an employee of the STP or Transportation Provider;
 - (2) Unless the vehicle has a mechanism by which it can open and close the door from the inside of the vehicle, exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle;
 - (3) Properly identify and announce their presence at the entrance of the buildings, or with attending facility staff, at the specified pick-up location if a curbside pick-up is not appropriate;
 - (4) Assist Medicaid beneficiaries in seating, including the fastening of the seat belt when necessitated by a Medicaid Beneficiary's condition;
 - (5) Confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured; and that, when appropriate, passengers are properly secured in their seat belts;
 - (6) Provide an appropriate level of assistance to Medicaid Beneficiaries when requested or as needed due to a Medicaid Beneficiary's condition. Such assistance shall also apply to the movement of wheelchairs and persons with limited mobility as

they enter or exit the vehicle using the wheelchair lift and shall include the driver stowing any mobility aids and folding wheelchairs; and,

- (7) Be clean and maintain an appearance while transporting Medicaid Beneficiaries.

3. Vehicle Requirements

- a. Maintenance – The STP and/or transportation providers shall maintain vehicles and equipment to meet the requirements of the Agreement.
 - (1) Vehicles and all components shall meet or exceed the manufacturer, state, and federal safety and mechanical operating and maintenance standards for any and all vehicles and models used for transportation of Medicaid Beneficiaries under the terms of the Contract.
 - (2) The STP and Transportation Providers shall comply with all applicable state and federal laws including, but not limited to, the Americans with Disabilities Act (ADA) and the Federal Transit Administration (FTA) regulations.
 - (3) The STP and/or Transportation Providers shall immediately remove from service any vehicle that does not meet or exceed the Florida Department of Highway Safety and Motor Vehicles (DHSMV) licensing requirements, safety standards, ADA regulations, or Agreement requirements and shall re-inspect such vehicle before using it to provide Transportation Services to Medicaid beneficiaries.
 - (4) The STP and/or Transportation Providers shall not allow vehicles to transport more passengers than the vehicle was designed to carry.
 - (5) All lift-equipped vehicles shall comply with ADA regulations.

4. Vehicle Inspections

- a. The STP shall submit annual documentation certifying that all vehicles meet the regulatory requirements. If it is determined during an inspection, filed Complaint and/or Grievance, or other means, that a vehicle does not meet the regulatory requirements, the STP or Transportation Provider, as applicable, must immediately remove the vehicle from service. The STP must provide documentation to the Commission ensuring that the manufacturer or a mechanic, certified by the National Institute for Automotive Service Excellence (ASE), has

corrected all deficiencies before the STP or Transportation Provider can use the vehicle to transport Medicaid Beneficiaries.

- b. All commercial vehicles shall meet or exceed the following requirements:
- (1) All commercial Transportation Providers shall use a two-way communication system linking all vehicles used in delivering Transportation Services to Medicaid Beneficiaries with the Transportation Provider's major place of business (dispatcher).
 - (2) The Transportation Provider shall use the two-way communication system in such a manner as to facilitate communication and to minimize the time in which it can replace or repair out-of-service vehicles.
 - (3) Pagers are not an acceptable substitute for a two-way communication system. Transportation Providers shall immediately remove from service any vehicle with an inoperative two-way communication system until it repairs or replaces the two-way communication system.
 - (4) The STP shall ensure that:
 - (a) All vehicles are equipped with climate control systems adequate for the heating and ventilation needs of both driver and passengers. The STP shall remove from service immediately any vehicle with a non-functioning climate control system until it repairs or replaces the system;
 - (b) All vehicles have functioning, clean, and accessible seat belts, where applicable, for each passenger seat position and that the seat belts are stored off the floor when not in use;
 - (c) Each vehicle utilizes child safety seats, where applicable, that meet all State and federal guidelines. Each STP must show proof that it has trained its drivers in the proper installation and use of child safety seats;
 - (d) All vehicles shall have functional door handles on all doors;
 - (e) All vehicles shall have an accurate speedometer and odometer;
 - (f) All vehicles shall have functioning interior light(s) within the passenger compartment;

- (g) All vehicles shall have adequate sidewall padding and ceiling covering;
- (h) All vehicles shall have two (2) exterior rear view mirrors, one (1) on each side of the vehicle;
- (i) All vehicles shall have at least one (1) interior mirror for monitoring the passenger compartment;
- (j) All vehicle interiors and exteriors are clean and free of broken mirrors or windows, excessive grime, rust, chipped paint, or major dents that detract from the overall appearance of the vehicle;
- (k) All vehicles have passenger compartments that are clean, free from torn upholstery or floor coverings, damaged or broken seats, or protruding sharp edges and shall also be free of dirt, oil, grease, or litter.

C. Minimum Standards

- 1. Access for Persons with Disabilities –All transportation facilities open to the public have access for persons with disabilities.
- 2. Health, Cleanliness, and Safety –All transportation facilities (or services) owned, operator and/or provided by the STP and/or Transportation Providers shall adequate space, supplies, proper sanitation, and smoke-free transportation facilities with proper fire and safety procedures in operation.

D. Coverage Provisions

- 1. The STP shall provide Transportation Services twenty-four (24) hours per day, seven (7) days per week, as set forth below. The coverage shall consist of an answering machine, call forwarding, or STP call coverage. The STP shall obtain the Commission’s written approval for any other means used to ensure call coverage before implementation.

Trip Scheduling Time Standards

Trip Type	Reservation Period	Acknowledgement Period	Pick Up Period
Routine	Three (3) Business Days	At Time of Call	As Scheduled
Hospital/Facility Discharges	At Time of Call	Within One (1) Hour From Time of Call	Within Three (3) Hours From Time of Call*
Urgent Care	At Time of Call	Within One (1) Hour From Time of Call	Within Three (3) Hours From Time of Call*
Emergency Room/Facility Discharges	At Time of Call	Within One (1) Hour From Time of Call	Within Three (3) Hours From Time of Call*

Will Call	At Time of Call	Within One (1) Hour From Time of Call	N/A
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*Unless otherwise specified in this Contract.

2. Transportation Services shall be available on a timely basis, as follows:

a. Routine Trips

- (1) Unless as otherwise set forth in this Contract, a Medicaid Beneficiary must contact the STP before the close of business at least three (3) Business Days before the Medicaid Beneficiary needs to receive Transportation Services. The three (3) Business Days includes the day the Medicaid Beneficiary calls the STPs, but not the day of the Medicaid Beneficiary's medical appointment.

b. Hospital/Facility Discharges

- (1) The STP must acknowledge and schedule all Hospital/facility discharge requests for Transportation Services within one (1) hour of the time the Hospital/facility makes the request.
- (2) The STP shall provide Hospital/facility discharge staff with contact information, procedures, and other appropriate information to access and schedule Transportation Services for all Medicaid Beneficiaries.
- (3) Transportation Services shall be provided to a Medicaid Beneficiary within three (3) hours of when the Hospital/facility makes the request. If the Hospital/facility is located in a county other than the Medicaid Beneficiary's county of residence, the STP may add additional time to the three (3) hour time limit at the rate of thirty (30) minutes for every fifteen (15) Miles the STP must travel outside of the Medicaid Beneficiary's county of residence. The STP must work with the Hospital's/facility's discharge coordinator to assure that the Medicaid Beneficiary is ready for transport at the scheduled time.

c. Urgent Care

- (1) The STP shall provide Transportation Services to return a Medicaid Beneficiary to his/her home after business hours.
- (2) The STP must acknowledge and schedule all requests for Urgent Care Transportation Services within one (1) hour of the time the Medicaid Beneficiary, or his/her representative, makes the request.

- (3) Transportation Services must be provided to a Medicaid Beneficiary within three (3) hours of when the Medicaid Beneficiary, or his/her representative, makes the request. If the Hospital/facility is located in a county other than the Medicaid Beneficiary's county of residence, the STP may add additional time to the three (3) hour time limit at the rate of thirty (30) minutes for every fifteen (15) Miles the STP must travel outside of the Medicaid Beneficiary's county of residence.

d. Emergency Room/Facility Discharges

- (1) The STP shall provide Hospital emergency room or facility discharge staff with contact information, procedures, and other appropriate information to access and schedule Transportation Services for all Medicaid Beneficiaries.
- (2) The STP must acknowledge and schedule all requests for Emergency Room/facility Transportation Services within one (1) hour of the time the Medicaid Beneficiary, or his/her representative, makes the request.
- (3) Transportation Services must be provided to a Medicaid Beneficiary within three (3) hours of when the Medicaid Beneficiary, or his/her representative, makes the request. If the Hospital/facility is located in a county other than the Medicaid Beneficiary's county of residence, the STP may add additional time to the three (3) hour limit at the rate of thirty (30) minutes for every fifteen (15) Miles the Recipient must travel outside of the Medicaid Beneficiary's county of residence.

e. Will Call

- (1) If a Medicaid Beneficiary must delay receipt of Transportation Services as a result of a backlog of patients at the doctor's office or due to some other reason beyond the Medicaid Beneficiary's control, the Medicaid Beneficiary can contact the STP and request Transportation Services to return to his/her residence.
- (2) The STP must acknowledge and schedule all such requests within one (1) hour of the time the Medicaid Beneficiary, or his/her representative, makes the request.

3. Bariatric Transportation

- a. The STP shall make provisions for Transportation Services to Medicaid Beneficiaries whose weight exceeds the limits of the STP's equipment.

4. Nursing Home and Behavioral Health Facility Transportation Services

- a. The STP shall provide the appropriate level of Transportation Services to Medicaid compensable services for Medicaid Beneficiaries who are residents of nursing facilities, group homes, behavioral health facilities, or assisted living facilities.
 - b. If the Medicaid Beneficiary's facility provides free Transportation Services for its residents to receive medical services, the facility must provide the same Transportation Services at no charge to Medicaid Beneficiaries who reside at the facility. If the Medicaid Beneficiary's facility provides free Transportation Services for its residents to receive medical services, the STP is not required to supply Transportation Services to the Medicaid Beneficiary.
 - c. The STP shall provide Medicaid Beneficiaries who are residents of nursing facilities, group homes, behavioral health facilities, or assisted living facilities Transportation Services that are appropriate to the needs and condition of the Medicaid Beneficiary. The STP shall coordinate pick-up and return times for Medicaid Beneficiaries, especially those who have physical conditions or limitations that may be exacerbated by lengthy waiting periods, as verified by the facility.
5. The STP shall have written procedures in place for the provision of transportation services during inclement weather conditions and/or declared emergencies as determined by State, federal, or local officials.
6. Service Area
- a. Transportation Services shall be provided to all eligible Medicaid Beneficiaries regardless of their county of residence. All STPs are required to transport outside the Medicaid Beneficiary's county of residence or adjacent counties when necessary to transport a Medicaid Beneficiary to a covered Medical service and the required services are not available within the STP's normal county of operations, but are within the State or designated border areas.
- E. Medicaid Beneficiaries Needing Transportation Following Exercise of Baker Act
- 1. Transportation Services shall not be provided to transport a Medicaid Beneficiary from a Hospital/facility to a Behavioral Health Care facility if the Medicaid Beneficiary is receiving services pursuant to the Baker Act.
 - 2. Transportation Services shall be provided to a Medicaid Beneficiary that is receiving services pursuant to the Baker Act if it is a transfer from a Behavioral Health Facility to a Hospital, facility, or other destination (including the Medicaid Beneficiary's residence) and it is confirmed by the Behavioral Health Facility that the Medicaid Beneficiary does not pose a threat of harm to themselves or others during transport.

VI. QUALITY IMPROVEMENT

A. Quality Improvement

The Commission shall have a Quality Improvement Program to monitor and evaluate the quality and appropriateness of Transportation Services rendered to Medicaid Beneficiaries.

1. General Requirements

- a. STP will attend annual "best practices" seminars to learn how best to coordinate Transportation Services and meet the needs of this Agreement.
- b. The STP shall participate in Quality Improvement activities by the Commission to enhance the Quality of Transportation Services provided to Medicaid Beneficiaries.

B. Performance Measures

- 1. In order to develop appropriate benchmarks, the STP shall report the following performance measures by the start date established in the chart below:

Start Date	PM Description	Source	Methodology (Where Applicable)
Start Date of Agreement	The number of accidents per 100,000 miles, broken down by county.	Subcontractor Logs	N/A
Start Date of Agreement	The number of Road Calls per 10,000 miles, broken down by county.	Subcontractor Logs	N/A
Start Date of Agreement	Average Medicaid Beneficiary call hold times on a county by county basis and as measured throughout the year and at different times of the day.	Recipient Survey/Monitoring	N/A

Starts upon Commencement of Submission of Encounter Data	The number of Medicaid Beneficiaries delivered to appointments later than the scheduled appointment time, broken down by county.	Encounter Data	Found by Subtracting "Reservation Appointment Time" by "Trip Destination Drop Off Time"
Starts upon Commencement of Submission of Encounter Data	The number of Medicaid Beneficiary No Shows, broken down by county.	Encounter Data	Found by Counting Each "No Show" in the "Trip Indicator" Field
01/01/2010	The average waiting time for a scheduled pickup, broken down by county.	Encounter Data	Found by Subtracting "Trip Actual Pickup Time" by "Reservation Pick Up Time"
01/01/2010	The average travel time that a Medicaid Beneficiary must remain in a vehicle from the point of pick up to the destination, broken down by transportation mode and county.	Encounter Data	Found by Subtracting "Trip Actual Pickup Time" by "Trip Destination Drop Off Time"

2. For the Performance Measures that must begin reporting via Encounter Data on January 1, 2010, the Commission shall collect a sample of the data manually, as described below, from those STPs that are not able to submit the information electronically upon the date of commencement of Encounter Data submission.
 - a. Upon the start date of this Contract, the STP shall require all drivers to record Performance Measure information on all driver manifests.
 - b. Upon the start date of this Contract, STPs shall monitor the driver manifests on a monthly basis by examining a statistically significant sample of driver manifests to determine the timeliness of reporting. The STPs shall submit their on-time pickup and delivery report either directly to the Commission using the Medicaid Encounter Data System (MEDS System). The STP shall submit the on time pickup and delivery reports using the MEDS System by January 1, 2010.
 - c. Until the STP begins submitting Performance Measure information via the MEDS System, STPs shall submit all Performance Measure information to the Commission for review to be submitted to the AHCA.
 - (1) If it is determined that a STP is excessively late in picking up and/or delivering Medicaid Beneficiaries to their destinations, the Commission or the AHCA shall require the STP to initiate a

Corrective Action Plan (CAP) to explain how the STP will pick up and/or deliver Medicaid Beneficiaries in a timely manner.

- (2) If the STP is unable to meet the requirements set forth in the CAP to pick up or deliver Medicaid Beneficiaries on time, the Commission shall require the STP to begin electronic submission of Performance Measure information using the Encounter Data System, within sixty (60) Calendar Days of the determination or by January 1, 2010, whichever comes first.
- (3) Those STPs that are able to submit the Performance Measure information electronically upon the start date of this contract shall not be required to submit sampling reports as described above.

VII. GRIEVANCE SYSTEM

A. Overview

1. Description

- a. Complaint process – The Complaint process is the Commission’s and the STP’s procedure for addressing Medicaid Beneficiary Complaints, which are expressions of dissatisfaction about any matter other than an Action that are resolved at the Point of Contact rather than through filing a formal Grievance.
- b. Grievance process – The Grievance process is the Commission’s and the STP’s procedure for addressing Medicaid Beneficiary Grievances, which are expressions of dissatisfaction about any matter other than an Action.
- c. Appeal process – The Appeal process is the Commission’s and the STP’s procedure for addressing Medicaid Beneficiary Appeals, which are requests for review of an Action.
- d. Medicaid Fair Hearing process – The Medicaid Fair Hearing process is the administrative process which allows a Medicaid Beneficiary to request the State to reconsider an adverse decision made by the Commission or the STP.

2. General Requirements

- a. The Commission and the STP shall have a Grievance System in place that includes a Complaint process, a Grievance process, an Appeal process, and access to the Medicaid Fair Hearing system. The Grievance System shall comply with the requirements set forth in Section 641.511, F.S., if applicable and with all applicable federal and State laws and regulations, including 42 CFR 431.200 and 42 CFR 438, Subpart F, "Grievance System."

- b. The STP must develop and maintain written policies and procedures relating to the Grievance System. Before implementation, the Commission must give the STP written approval of the STP's Grievance System policies and procedures.
- c. The STP shall refer all Medicaid Beneficiaries who are dissatisfied with the STP or its Actions to the STP's Grievance/Appeal Coordinator for processing and documentation in accordance with this Contract and established policies and procedures.
- d. The STP shall provide reasonable assistance to Medicaid Beneficiaries in completing forms and other procedural steps, including, but not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- e. The STP shall acknowledge, in writing, the receipt of a Grievance or a request for an Appeal, unless the Medicaid Beneficiary requests an expedited resolution.
- f. The STP shall not allow any of the decision makers on a Grievance or Appeal were involved in any of the previous levels of review or decision-making when deciding any of the following:
 - (1) An Appeal of a denial that is based on lack of Medical Necessity; and,
 - (2) A Grievance regarding the denial of an expedited resolution of an Appeal.
- g. The Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, shall be allowed an opportunity to examine the Medicaid Beneficiary's case file before and during the Grievance or Appeal process, including all Medical Records and any other documents and records.
- h. The Medicaid Beneficiary and/or the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate shall be considered as parties to the Grievance/Appeal.
- i. The STP shall maintain, monitor, and review a record/log of all Complaints, Grievances, and Appeals in accordance with the terms of this Contract and to fulfill the reporting requirements as set forth in this Contract.
- j. The STP shall work with the Commission's Grievance/Appeals Coordinator to resolve all grievance related issues.
- k. Notice of Action

- (1) The STP shall notify the Medicaid Beneficiary, in writing, using language at, or below the fourth (4th) grade reading level, of any Action taken by the STP to deny a Transportation Service request, or limit Transportation Services in an amount, duration, or scope that is less than requested.
- (2) The STP shall provide notice to the Medicaid Beneficiary as set forth below (see 42 CFR 438.404(a) and (c) and 42 CFR 438.210(b) and (c)):
 - (a) The Action the Recipient has taken or intends to take;
 - (b) The reasons for the Action, customized for the circumstances of the Medicaid Beneficiary;
 - (c) The Medicaid Beneficiary's or the Health Care Professional's (with written permission of the Medicaid Beneficiary) right to file an Appeal;
 - (d) The procedures for filing an Appeal;
 - (e) The circumstances under which expedited resolution is available and how to request it; and,
 - (f) The Medicaid Beneficiary's rights to request that Transportation Services continue pending the resolution of the Appeal, how to request the continuation of Transportation Services, and the circumstances under which the Medicaid Beneficiary may be required to pay the costs of these services.
- (3) The STP must provide the notice of Action within the following time frames:
 - (a) At least ten (10) Calendar Days before the date of the Action or fifteen (15) Calendar Days if the notice is sent by Surface Mail (five [5] Calendar Days if the Recipient suspects Fraud on the part of the Medicaid Beneficiary). See 42 CFR 431.211, 42 CFR 431.213 and 42 CFR 431.214.
 - (b) For denial of the Trip request, at the time of any Action affecting the Trip request.
 - (c) For standard Service Authorization decisions that deny or limit Transportation Services, as quickly as the Medicaid Beneficiary's health condition requires, but no later than

fourteen (14) Calendar Days following receipt of the request for service (see 42 CFR 438.210(d)(1)).

- (d) If the STP extends the time frame for notification, it must:
 - (i) Give the Medicaid Beneficiary written notice of the reason for the extension and inform the Medicaid Beneficiary of the right to file a Grievance if the Medicaid Beneficiary disagrees with the Recipient's decision to extend the time frame; and,
 - (ii) Carry out its determination as quickly as the Medicaid Beneficiary's health condition requires, but in no case later than the date upon which the fourteen (14) Calendar Day extension period expires (see 42 CFR 438.210(d)(1)).
- (e) If the STP fails to reach a decision within the time frames described above, the Medicaid Beneficiary can consider such failure on the part of the STP a denial and, therefore, an Action adverse to the Medicaid Beneficiary (See 42 CFR 438.210(d)).
- (f) For expedited Service Authorization decisions, within three (3) Business Days (with the possibility of a fourteen (14) Calendar Day extension). See 42 CFR 438.210(d)(2).

B. The Complaint Process

1. A Medicaid Beneficiary may file a Complaint, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a Complaint.
2. General Duties
 - a. The STP must:
 - (1) Resolve each Complaint within fifteen (15) Business Days from the day the STP received the initial Complaint, be it oral or in writing;
 - (a) The STP may extend the Complaint resolution time frame by up to ten (10) Business Days if the Medicaid Beneficiary requests an extension, or the Recipient/Subcontractor documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

- (b) If the STP requests the extension, the Recipient/Subcontractor must give the Medicaid Beneficiary written notice of the reason for the delay.
- (2) Notify the Medicaid Beneficiary, in writing, within five (5) Business Days of the resolution of the Complaint if the Medicaid Beneficiary is not satisfied with the STP's resolution. The notice of disposition shall include the results and date of the resolution of the Complaint, and shall include:
 - (a) A notice of the right to request a Grievance or Appeal, whichever is the most appropriate to the nature of the objection; and,
 - (b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, if appropriate, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section).
- (3) Provide the Commission with a report detailing the total number of Complaints received, pursuant to Reporting Requirements of this contract; and,
- (4) The STP nor any Transportation Providers shall take any punitive action against a physician or other Health Care Provider who files a Complaint on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's Complaint.

b. Filing Requirements

- (1) The Medicaid Beneficiary or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent must file a Complaint within fifteen (15) Calendar Days after the date of occurrence that initiated the Complaint.
- (2) The Medicaid Beneficiary or his/her representative may file a Complaint either orally or in writing. The Medicaid Beneficiary or his/her representative may follow up an oral request with a written request, however the timeframe for resolution begins the date the STP receives the oral request.

C. The Grievance Process

- 1. A Medicaid Beneficiary may file a Grievance, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a Grievance.

2. General Duties

a. The STP must:

- (1) Resolve each Grievance within ninety (90) Calendar Days from the day the STP received the initial Grievance request, be it oral or in writing;
- (2) Notify the Medicaid Beneficiary, in writing, within thirty (30) Calendar Days of the resolution of the Grievance. The notice of disposition shall include the results and date of the resolution of the Grievance, and for decisions not wholly in the Medicaid Beneficiary's favor, the notice of disposition shall include:
 - (a) Notice of the right to request a Medicaid Fair Hearing, if applicable; and,
 - (b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section, below);
- (3) Provide the Commission with a copy of the written notice of disposition upon request;
- (4) The STP nor any Transportation Provider shall take any punitive action against a physician or other health care provider who files a Grievance on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's Grievance; and,
- (5) Provide the Commission with a report detailing the total number of Grievances received, pursuant to the Reporting Requirements Section of this Contract.

b. The STP may extend the Grievance resolution time frame by up to fourteen (14) Calendar Days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

- (1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.

c. Filing Requirements

- (1) The Medicaid Beneficiary or provider must file a Grievance within one (1) year after the date of occurrence that initiated the Grievance.

- (2) The Medicaid Beneficiary or provider may file a Grievance either orally or in writing. The Medicaid Beneficiary may follow up an oral request with a written request, however the timeframe for resolution begins the date the STP receives the oral request.

D. The Appeal Process

1. A Medicaid Beneficiary may file an Appeal, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file an Appeal.
2. General Duties
 - a. The STP shall:
 - (1) Confirm in writing all oral inquiries seeking an Appeal, unless the Medicaid Beneficiary or provider requests an expedited resolution;
 - (2) If the resolution is in favor of the Medicaid Beneficiary, provide the services as quickly as the Medicaid Beneficiary's health condition requires;
 - (3) Provide the Medicaid Beneficiary or provider with a reasonable opportunity to present evidence and allegations of fact or law, in person and/or in writing;
 - (4) Allow the Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, an opportunity, before and during the Appeal process, to examine the Medicaid Beneficiary's case file, including all documents and records;
 - (5) Consider the Medicaid Beneficiary, the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate as parties to the Appeal;
 - (6) Continue the Medicaid Beneficiary's Transportation Services if:
 - (a) The Medicaid Beneficiary files the Appeal in a timely manner, meaning on or before the later of the following:
 - (i) Within ten (10) Business Days of the date on the notice of Action (add five [5] Business Days if the notice is sent via Surface Mail); or,
 - (ii) The intended effective date of the STP's proposed Action.

- (b) The Appeal involves the termination, suspension, or reduction of a previously authorized Transportation service;
 - (c) The Transportation was for a Medicaid compensable service ordered;
 - (d) The authorization period has not expired; and/or,
 - (e) The Medicaid Beneficiary requests extension of Transportation Services.
- (7) Provide written notice of the resolution of the Appeal, including the results and date of the resolution within two (2) Business Days after the resolution. For decisions not wholly in the Medicaid Beneficiary's favor, the notice of resolution shall include:
- (a) Notice of the right to request a Medicaid Fair Hearing;
 - (b) Information about how to request a Medicaid Fair Hearing, including the DCF address necessary for pursuing a Medicaid Fair Hearing, as set forth in Medicaid Fair Hearing System Section, below;
 - (c) Notice of the right to continue to receive Transportation Services pending a Medicaid Fair Hearing;
 - (d) Information about how to request the continuation of Transportation Services; and
 - (e) Notice that if the STP's Action is upheld in a Medicaid Fair Hearing, the Medicaid Beneficiary may be liable for the cost of any continued Transportation Services.
- (8) Provide the Commission with a copy of the written notice of disposition upon request;
- (9) The STP nor any Transportation Providers shall take any punitive action against a physician or other health care provider who files an Appeal on behalf of a Medicaid Beneficiary or supports a Medicaid Beneficiary's Appeal; and,
- (10) Provide the Commission with a report detailing the total number of Appeals received, pursuant to Reporting Requirements of this Contract.

b. If the STP continues or reinstates the Medicaid Beneficiary's Transportation Services while the Appeal is pending, the STP must

continue providing the Transportation Services until one (1) of the following occurs:

- (1) The Medicaid Beneficiary withdraws the Appeal;
 - (2) Ten (10) Business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and if the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached;
 - (3) The Medicaid Fair Hearing panel's decision is adverse to the Medicaid Beneficiary; or,
 - (4) The authorization to provide services expires, or the Medicaid Beneficiary meets the authorized service limits.
- c. If the final resolution of the Appeal is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished from the Medicaid Beneficiary while the Appeal was pending, to the extent that the STP furnished the services solely because of the requirements of this Section.
- d. If the STP did not furnish services while the Appeal was pending and the Appeal panel reverses the STP's decision to deny, limit or delay services, the STP must authorize or provide the disputed services promptly and as quickly as the Medicaid Beneficiary's health condition requires.
- e. If the STP furnished services while the Appeal was pending and the Appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.

3. Filing Requirements

- a. The Medicaid Beneficiary or his/her representative must file an Appeal within thirty (30) Calendar Days of receipt of the notice of the STP's Action.
- b. The Medicaid Beneficiary may file an Appeal either orally or in writing. If the filing is oral, the Medicaid Beneficiary must also file a written, signed Appeal within thirty (30) Calendar Days of the oral filing. The STP shall notify the requesting party that it must file the written request within ten (10) Business Days after receipt of the oral request. For oral filings, time frames for resolution of the Appeal begin on the date the STP receives the oral filing.

- c. The STP shall resolve each Appeal within State-established time frames not to exceed forty-five (45) Calendar Days from the day the STP received the initial Appeal request, whether oral or in writing.
- d. If the resolution is in favor of the Medicaid Beneficiary, the STP shall provide the services as quickly as the Medicaid Beneficiary's health condition requires.
- e. The STP may extend the resolution time frames by up to fourteen (14) Calendar Days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.
 - (1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.
 - (2) The STP must provide written notice of the extension to the Medicaid Beneficiary within five (5) Business Days of determining the need for an extension.

4. Expedited Process

- a. The STP shall establish and maintain an expedited review process for Appeals when the STP determines, the Medicaid Beneficiary requests or the provider indicates (in making the request on the Medicaid Beneficiary's behalf or supporting the Medicaid Beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the Medicaid Beneficiary's life, health or ability to attain, maintain or regain maximum function.
- b. The Medicaid Beneficiary may file an expedited Appeal either orally or in writing. No additional written follow-up on the part of the Medicaid Beneficiary is required for an oral request for an expedited Appeal.
- c. The STP must:
 - (1) Inform the Medicaid Beneficiary of the limited time available for the Medicaid Beneficiary to present evidence and allegations of fact or law, in person and in writing;
 - (2) Resolve each expedited Appeal and provide notice to the Medicaid Beneficiary, as quickly as the Medicaid Beneficiary's health condition requires, within State established time frames not to exceed seventy-two (72) hours after the Recipient/Subcontractor receives the Appeal request, whether the Appeal was made orally or in writing;

- (3) Provide written notice of the resolution in accordance with the Appeal Process Section, of the expedited Appeal to the Medicaid Beneficiary;
- (4) Make reasonable efforts to provide oral notice of disposition to the Medicaid Beneficiary immediately after the Appeal panel renders a decision; and,
- (5) The STP nor any Transportation Provider shall take any punitive action against a physician or other health care provider who requests an expedited resolution on the Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for expedited resolution of an Appeal.
 - a. If the STP denies a request for an expedited resolution of an Appeal, the STP must:
 - (1) Transfer the Appeal to the standard time frame of no longer than forty-five (45) Calendar Days from the day the Recipient/Subcontractor received the request for Appeal (with a possible fourteen [14] day extension);
 - (2) Make all reasonable efforts to provide immediate oral notification of the Recipient's/Subcontractor's denial for expedited resolution of the Appeal;
 - (3) Provide written notice of the denial of the expedited Appeal within two (2) Calendar Days; and,
 - (4) Fulfill all requirements set forth in the Appeal Process Section above.

E. Medicaid Fair Hearing System

1. As set forth in Rule 65-2.042, FAC, the Recipient's/Subcontractor's Grievance Procedure and Appeal and Grievance processes shall state that the Medicaid Beneficiary has the right to request a Medicaid Fair Hearing, in addition to, and at the same time as, pursuing resolution through the Recipient's/Subcontractor's Grievance and Appeal processes.
 - a. A physician or other health care provider must have a Medicaid Beneficiary's written consent before requesting a Medicaid Fair Hearing on behalf of a Medicaid Beneficiary.

- b. The parties to a Medicaid Fair Hearing include the STP, as well as the Medicaid Beneficiary, his/her representative or the representative of a deceased Medicaid Beneficiary's estate.

2. Filing Requirements

- a. The Medicaid Beneficiary may request a Medicaid Fair Hearing within ninety (90) days of the date of the notice of the STP's resolution of the Medicaid Beneficiary's Grievance/Appeal by contacting DCF at:

The Office of Appeal Hearings
1317 Winewood Boulevard, Building 5, Room 203
Tallahassee, Florida 32399-0700

3. General Duties

- a. The STP must:

- (1) Continue the Medicaid Beneficiary's Transportation Services while the Medicaid Fair Hearing is pending if:

- (a) The Medicaid Beneficiary filed for the Medicaid Fair Hearing in a timely manner, meaning on or before the later of the following:

- (i) Within ten (10) Business Days of the date on the notice of Action (add five [5] Business Days if the notice is sent via Surface Mail);
- (ii) The intended effective date of the STP's proposed Action.

- (b) The Medicaid Fair Hearing involves the termination, suspension, or reduction of a previously authorized course of treatment;

- (c) The authorization period has not expired; and/or,

- (d) The Medicaid Beneficiary requests extension of Transportation Services.

- (2) The STP nor any Transportation Provider shall take any punitive action against a physician, Transportation Provider, or other health care provider who requests a Medicaid Fair Hearing on a Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for a Medicaid Fair Hearing.

- b. If the STP continues or reinstates Medicaid Beneficiary Transportation Services while the Medicaid Fair Hearing is pending, the STP must continue said Transportation Services until one (1) of the following occurs:
- (1) The Medicaid Beneficiary withdraws the request for a Medicaid Fair Hearing;
 - (2) Ten (10) Business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached (add five [5] Business Days if the Recipient/Subcontractor sends the notice of Action by Surface Mail);
 - (3) The Medicaid Fair Hearing officer renders a decision that is adverse to the Medicaid Beneficiary; and/or,
 - (4) The Medicaid Beneficiary's authorization expires or the Medicaid Beneficiary reaches his/her authorized service limits.
4. If the final resolution of the Medicaid Fair Hearing is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished while the Medicaid Fair Hearing was pending, to the extent that the STP furnished said services solely because of the requirements of this Section.
 5. If the STP did not furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must authorize or provide the disputed services as quickly as the Medicaid Beneficiary's health condition requires.
 6. If the STP did furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must pay for the disputed services in accordance with State policy and regulations.

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) Calendar Days From the Date of the Incident That Precipitated the Complaint	Yes	Fifteen (15) Business Days	Ten (10) Business Days	Five (5) Business Days From the Date of the Complaint	File a Grievance

Grievance	Ninety (90) Calendar Days From the Date of the Action That Precipitated	Yes	Ninety (90) Calendar Days	Fourteen (14) Calendar Days	Thirty (30) Calendar Days from the Date of the Resolution of the Grievance	Medicaid Fair Hearing
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VIII. ADMINISTRATION AND MANAGEMENT

A. General Provisions

1. The STP’s governing body shall set forth policy and has overall responsibility for the organization of the STP. The STP shall be responsible for the administration and management of all aspects of this Agreement, including all Subcontracts, employees, agents, and services performed by anyone acting for or on behalf of the STP. The STP shall have a centralized executive administration, which shall serve as the contact point for the Commission, except as otherwise specified in this Agreement.
2. The STP shall be responsible for the administration and management of all aspects of this Agreement, such as, but not limited to the delivery of Transportation Services. If the STP Subcontracts any of its administrative and management duties under this Agreement, the Commission shall hold the STP responsible for ensuring that the Subcontractor(s) maintain the same standards as the STP in administering and managing all aspects of the Subcontract. If the Subcontractor fails to maintain the same administration and management standards as the STP, the Commission shall sanction the STP in accordance with this Contract.
3. The STP shall not provide incentives to its Subcontractors to deny, limit, or discontinue Transportation Services to any Medicaid Beneficiary inappropriately.

B. Staffing

1. The STP shall maintain an adequate and competent staff so as to enable the STP to timely perform under this Agreement

C. Subcontract Requirements

1. The STP shall comply with all Commission procedures for Subcontracts review and approval submission.
 - a. All Subcontracts must comply with 42 CFR 438.230.
 - b. The STP and/or Transportation Providers shall be eligible for participation in the Medicaid program. If Medicaid involuntarily terminated a STP or Transportation Provider from the Florida Medicaid program, other than for

purposes of inactivity, that STP or Transportation Provider is not an eligible Medicaid provider.

- c. The STP and/or Transportation Providers shall not employ or contract with individuals on the State or federal exclusions list available from the Department of Management Services' List of Excluded Vendors and the federal List of Excluded Individuals and Entities.
 - d. No Subcontract that the STP enters into with respect to performance under this Agreement shall in any way relieve the STP of any responsibility for the provision of Transportation Services and other duties set forth in this Agreement. The STP shall assure that Transportation Providers perform all services and tasks related to the Subcontract in accordance with the terms of this Agreement.
 - e. The STP shall include its Grievance System in its Subcontracts to ensure uniformity of its Grievance System statewide.
2. All Subcontracts and amendments executed by the STP must be in writing and signed by the Recipient and the Subcontractor. All model and executed Subcontracts and amendments entered into as a result of this Agreement shall meet the following requirements:
- a. Prohibit the Subcontractor from seeking payment from the Medicaid Beneficiary for any Covered Services provided to the Medicaid Beneficiary within the terms of the Agreement.
 - b. Require the Subcontractor to look solely to the STP for compensation for services rendered, with the exception of co-payments, pursuant to the State Medicaid Plan and the Non-Emergency Transportation Services Coverage & Limitations Handbook (Handbook).
 - c. The Subcontract shall not contain an incentive plan that, in any way, acts as an inducement to reduce or limit Transportation Services to a Medicaid Beneficiary inappropriately.
 - d. Specify that any contracts, agreements, or Subcontracts entered into by the Subcontractor for the purposes of carrying out any aspect of this Agreement must include assurances that the individuals who are signing the contract, agreement or Subcontract are so authorized and that it includes all the requirements of this Agreement.
 - e. Require the Subcontractor to cooperate with the STP's Grievance and Appeal policies and procedures and provide for monitoring and oversight, including monitoring of Transportation Services rendered to Medicaid Beneficiaries, by the STP and for the Subcontractor to provide proof annually, or at the request of the STP, the Commission, or its agent, that

all drivers and vehicles are Licensed and meet all federal, State, and local laws and regulations.

- f. Not prohibit a Subcontractor from advocating on behalf of a Medicaid Beneficiary in any Grievance System or UM process, or individual authorization process to obtain necessary Transportation Services.
- g. Prohibit discrimination with respect to participation, reimbursement, or indemnification of any Subcontractor who is acting within the scope of his or her license or Certification under applicable State law, solely on the basis of such license or Certification. The STP should not construe this provision as a willing provider law, as it does not prohibit the STP from limiting provider participation to the extent necessary to meet the needs of the Medicaid Beneficiaries. This provision does not interfere with measures established by the STP designed to maintain quality and control costs.
- h. Prohibit discrimination against Subcontractors serving Medicaid Beneficiaries in high-risk populations or Subcontractors that specialize in conditions requiring costly transport.
- i. Require the Subcontractor to maintain an adequate record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to the Recipient.
- j. Require that the Subcontractor maintain records related to this Agreement for a period not less than five (5) years from the close of the Agreement, and retained further if the records are under review or audit until the review or audit is complete.
- k. Specify that the United States Department of Health & Human Services (DHHS) and the Agency or its Agents shall have the right to inspect, evaluate, and audit any records pertinent to the Agreement, including, but not limited to, the following:
 - (1) Pertinent books;
 - (2) Financial records; and,
 - (3) Documents, papers, and records of any Transportation Provider involving financial transactions.
- l. Specify Covered Services and populations that the Subcontractor will serve under the Subcontract.
- m. Require that Subcontractors comply with the Recipient's Cultural Competency Plan.

- n. Require that any materials related to this Agreement that the Subcontractor distributes are submitted to the Commission for written approval before use.
- o. Provide for submission of all reports and information required by the Recipient.
- p. Require Subcontractors to submit notice of withdrawal from the Recipient's Transportation Provider network at least ninety (90) Calendar Days prior to the effective date of such withdrawal.
- q. Require all Subcontractors to notify the Recipient in the event of a lapse in general liability or other applicable insurance.
- r. Require safeguarding of information about Medicaid Beneficiaries according to 42 CFR, Part 438.224.
- s. Require compliance with HIPAA privacy and security provisions.
- t. Require an exculpatory clause, which survives termination of the Subcontract, including breach of Subcontract due to Insolvency, that assures that the Subcontractor's creditors cannot hold either Medicaid Beneficiaries or the AHCA or the Commission liable for any debts of the Subcontractors.
- u. Contain a clause indemnifying, defending, and holding the AHCA, the Commission and the STP's Medicaid Beneficiaries harmless from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct arising from the Subcontract:
 - (1) This clause must survive the termination of the Subcontract, including breach due to Insolvency; and,
 - (2) The Commission and/or AHCA may waive this requirement for itself, but not Medicaid Beneficiaries, for damages in excess of the statutory cap on damages for public entities if the Subcontractor is a public health entity with statutory immunity (the AHCA must approve all such waivers in writing).
- v. Where applicable, require that all Subcontractors secure and maintain, during the life of the Subcontract, worker's compensation insurance (complying with the Florida's Worker's Compensation Law) for all of its employees/independent contractors connected with the work under this Agreement unless such employees/independent contractors are covered by the protection afforded by the Recipient or Subcontractor.

- w. Make provisions for a waiver of those terms of the Subcontract, which, as they pertain to Medicaid Beneficiaries, are in conflict with the specifications of this Agreement.
- x. Contain no provision that in any way prohibits or restricts the Subcontractor from entering into a contract with any other Vendor.
- y. Contain no provision requiring the Subcontractor to contract for more than one (1) transportation agreement or otherwise be excluded.
- z. Require Subcontractors to cooperate fully in any investigation by the AHCA or the Attorney General's Medicaid Fraud Control Unit (MFCU), or any subsequent legal action that may result from such an investigation.
- aa. Provide that the Commission, AHCA and DHHS may evaluate, through inspection or other means, the quality, appropriateness, and timeliness of the Transportation Services performed.
- bb. Provide the STP and the Commission with the ability to monitor the Subcontractor to ensure that all Transportation Providers are properly Licensed and inspected pursuant to State, county, and local statute and regulations.
- cc. Provide the Commission and STP with the ability to monitor and oversee all Transportation Services provided by Subcontractors to Medicaid Beneficiaries.
- dd. Identification of conditions and method of payment:
 - (1) The STP agrees to make payment to all Subcontractors pursuant to all State and federal laws, rules, and regulations, specifically, Section 641.3155, F.S., 42 CFR 447.46, and 42 CFR 447.45(d)(2), (d)(3), (d)(5), and (d)(6); and,
 - (2) Provide for prompt submission by the Subcontractor of all information and encounter data needed to make payment.
- ee. Specify that if the Subcontractor delegates or Subcontracts any functions of the STP, that the Subcontract or delegation includes all requirements of this Agreement.
- ff. Provide for revoking a previously Subcontracted delegation, or imposing other sanctions, if the Subcontractor's performance is inadequate.

3. STP/Transportation Provider Termination

- a. The STP shall comply with all State and federal laws regarding Transportation Provider termination. In its Transportation Provider Agreements, the Recipient shall:
 - (1) In addition to any other right to terminate the STP Agreement, and notwithstanding any other provision of this Contract, the Commission may request immediate termination of a STP Agreement if, as determined by the Commission, a STP fails to abide by the terms and conditions of the STP Agreement, or in the sole discretion of the Commission, the STP fails to come into compliance with the STP contract within fifteen (15) Calendar Days after receipt of notice from the Commission specifying such failure and requesting such STP abide by the terms and conditions thereof; and,
 - (2) If the Commission terminates a STP pursuant to any provision of the STP Contract, the STP shall use the applicable appeals procedures outlined in the STP Contract. There is no additional or separate right of appeal to the AHCA or the Commission as a result of the Commission's act of terminating, or decision to terminate any STP under this Contract.
 - (3) The Commission shall provide sixty (60) Calendar Days' advance written notice to the STP before canceling, without cause, a STP Contract

D. Transportation Provider Services

1. General Provisions

- a. The STP shall provide sufficient information to all Transportation Providers in order to operate in full compliance with this Contract and all applicable federal, State, and local laws and regulations.
- b. The STP shall monitor each Transportation Provider to ensure that each Transportation Provider complies with the requirements of this Contract and all applicable federal, State, and local laws and regulations and shall take or require corrective actions to ensure compliance with such requirements.
- c. The Transportation Provider Agreements shall incorporate all provisions of the STPs agreement with the Commission (Subcontract), unless otherwise set forth below.

2. Transportation Provider Handbooks

- a. The Commission shall develop and issue a Transportation Provider Handbook. All Transportation Provider Handbooks and bulletins shall be

in compliance with State and federal laws. The Transportation Provider Handbook shall serve as a source of information regarding Covered Services, policies and procedures, statutes, regulations, telephone access, and special requirements to ensure that all contract requirements are met. At a minimum, the Transportation Provider Handbook shall include the following information:

- (1) Description of the Non-Emergency Transportation program;
- (2) Covered Services;
- (3) Information about the Grievance System, the timeframes and requirements, the availability of assistance in filing, the toll-free numbers and the Medicaid Beneficiary's right to request continuation of Transportation Services while utilizing the Grievance System;
- (4) Routine, Hospital/facility discharges, Urgent Care, Emergency room/facility discharges, and will call policies and procedures;
- (5) The Cultural Competency Plan;
- (6) Medicaid Beneficiary rights and responsibilities (see 42 CFR 438.100 for guidance as to a Medicaid Beneficiary's rights and responsibilities); and,
- (7) Other Transportation Provider responsibilities.

b. Bulletins shall be disseminated as needed to incorporate any changes or updates to the Transportation Provider Handbook.

3. Education and Training

a. STPs shall attend and/or participate in training and educational workshops when scheduled by the Commission.

E. Medicaid Beneficiary Eligibility Records Requirements

1. The STP shall maintain records, either electronically or by hard copy, for each Medicaid Beneficiary in accordance with this Section.

a. The STP's Medicaid Beneficiary eligibility records must include all Encounter Data elements as set forth in the Encounter Data Section. At a minimum, the STP's Medicaid Beneficiary eligibility records must include the following:

- (1) Each record must be legible and maintained in detail;

- (2) All record entries must be dated;
- (3) All records must reflect the primary language spoken by the Medicaid Beneficiary and any translation needs of the Medicaid Beneficiary;
- (4) All records must identify Medicaid Beneficiaries needing communication assistance in the delivery of Transportation Services;
- (5) All records must show whether the Medicaid Beneficiary has any specific needs that require special equipment or services (e.g., dementia, uses a walker, etc.); and,
- (6) All records must show whether the Medicaid Beneficiary requires a medical Attendant/Escort or assistance in accessing medical services (e.g., door-to-door delivery, etc.).

b. Confidentiality of Medicaid Beneficiary Eligibility Records

- (1) The STP shall ensure the confidentiality of Medicaid Beneficiary eligibility records in accordance with 42 CFR, Part 431, Subpart F and the Privacy and Security provisions of the Health Insurance Portability and Accountability Act (HIPAA).

F. Invoice Payment

1. An invoice is considered received when the Commission receives the invoice in its Offices.
2. The Commission has eleven (11) business days to inspect and approve goods and services. If payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F. S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Commission's Fiscal Section at (850) 410-5700. Invoices returned to a STP due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

G. Encounter Data

1. The STP shall collect and submit Encounter Data to the Commission. The STP shall have a comprehensive automated and integrated Encounter Data system

that is capable of meeting the requirements as defined by the Commission. The required data elements are provided in Attachment 3.

The attach chart is the Draft Batch File Layout for the new Medicaid system. There will be an additional one alpha character identifier for any record that contains a Social Security Number consisting of all 9's (the only acceptable entry other than a valid SSN), that's not shown in this File Layout. This field must be occupied with either an I for Infant or A for Alien (not case-sensitive) if the value is all 9's (999-99-9999). In the case of a valid SSN, this field will be left blank. The exact File Layout, including the location of this new data element, will be provided by the Commission as soon as it is finalized.

2. The STP is responsible for errors or noncompliance resulting from its own actions or the actions of an agent authorized to act on its behalf. The STP shall resolve any errors or noncompliance and resubmit the Encounter Data.
 - a. The Commission shall monitor the STP's submissions and provide error reports for the STP to resolve and resubmit.
3. The STP shall implement review procedures to validate their own Encounter Data.
4. The STP will designate sufficient information technology and staffing resources to perform these functions as set forth in this Agreement.
5. The STP shall have a unique Florida Medicaid provider identification number.
6. The STP must attend and/or participate in training provided by the Commission and/or AHCA regarding:
 - a. The Commission's Information System;
 - b. The critical requirements for Encounter Data submission; and,
 - c. The submission and resubmission requirements.
7. All Encounter Data from submission and resubmission shall be:
 - a. Complete
 - (1) All Trips shall be entered for the reported period.
 - (2) All required data fields shall be populated.
 - b. Accurate
 - (1) One hundred percent (100%) of all fields shall contain valid values.

- (2) The STP shall input the fully allocated Cost in the "trip cost" field based on the Commission rate methodology.
- c. Timely
 - (1) The STP shall submit Encounter Data no later than thirty (30) Calendar Days after the end of the reporting month.
 - (2) The STP shall submit all corrected Encounter Data within ninety (90) Calendar Days after the end of the reporting month
- 8. The STP shall cooperate with Commission staff and its authorized representatives regarding onsite visits to evaluate the STP's MEDS operations, which include providing access to Transportation Records and administrative records for review. The STP shall participate in Commission and/or AHCA sponsored workgroups directed at continuous improvements in Encounter Data quality and operations.
- 9. The Commission and AHCA will monitor and track the quality of the STP's Encounter Data submissions and provide feedback to the STP and/or Commission pursuant to the schedule set forth below.
 - a. The Commission shall use seventy-five percent (75%) accuracy as the starting point or benchmark for determining quality of the Encounter Data submissions.
 - b. For purposes of this section, quality means that the Encounter Data for the service rendered conforms to the terms and conditions of this Agreement.

Recipient's Encounter Data via MEDS System – Expected % Quality Level	
Processing Month	MEDS % Minimum Quality Expected
March, 2009	75%
April, 2009	80%
May, 2009	85%
June, 2009	85%
July, 2009	90%
August, 2009	90%
September, 2009 – End of Agreement	95%

- 10. If the STP's Encounter Data reporting is not acceptable, the Commission shall require the STP to submit a Corrective Action Plan (CAP). If the STP fails to provide a CAP, or to implement an approved CAP, within the time specified by the Commission, the Commission shall sanction the STP, in accordance with the

Contract. When considering whether to impose sanctions, the Commission may take into account the STP's cumulative performance on all MEDS activities.

H. Fraud Prevention

1. The STP shall establish functions and activities governing program integrity in order to reduce the incidence of Fraud and Abuse and shall comply with all State and federal program integrity requirements.
2. The Recipient shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected Fraud and Abuse activities.
3. The Recipient shall cooperate fully in any investigation by the AHCA, MPI, MFCU, or any subsequent legal action that may result from such an investigation.
4. Ensure that the Recipient does not retaliate against any individual who reports Violations of the Recipient's Fraud and Abuse policies and procedures or suspected Fraud and Abuse.

IX. INFORMATION MANAGEMENT AND SYSTEMS

A. General Provisions

1. Systems Functions – The STP shall have Information Management processes and Information Systems that enable it to meet Commission, AHCA and federal reporting requirements and other Agreement requirements and that are in compliance with this Agreement and all applicable State and federal laws, rules and regulations, including HIPAA.
2. Systems Capacity – The STP's Systems shall possess capacity sufficient to handle the workload projected for the begin date of operations and will be scalable and flexible so they can be adapted as needed, within negotiated timeframes, in response to changes in Agreement requirements, etc.
3. E-Mail System – The STP may provide a continuously available electronic mail communication link (E-mail system) with the Commission. This system shall be:
 - a. Available from the workstations of the designated STP contacts; and,
 - b. Capable of attaching and sending documents created using software products other than STP's Systems, including the Commission's currently installed version of Microsoft Office and any subsequent upgrades as adopted.
4. Participation in Information Systems Work Groups/Committees – The STP shall meet as requested by the Commission, to coordinate activities and develop cohesive Systems strategies across STPs and agencies.

5. Connectivity to the Commission Network and Systems – The STP shall be responsible for establishing connectivity to the Commission’s data communications network, and the relevant Information Systems attached to this network, in accordance with all applicable Commission policies, standards and guidelines.
6. Sanctions – The STP shall maintain all Systems and submit all reports as set forth in this Section and the Reporting Requirements Section of this Contract. If the STP fails to maintain its Systems or submit all reports as set forth, the Commission shall sanction the STP in accordance with this Contract.

B. Data and Document Management Requirements

1. Adherence to Data and Document Reporting Requirements
 - a. The STP’s Systems shall conform to the standard transaction code sets specified in this agreement.
 - b. The STP’s Systems shall conform to HIPAA standards for data and document management that are currently under development within one hundred twenty (120) Calendar Days of the Agreement’s effective date or, if earlier, the date stipulated by CMS or the AHCA.
 - c. The STP shall comply with the Commission’s and the AHCA’s standard transaction code sets specific to the Commission and AHCA .
2. Information Retention – The STP shall maintain Information in its Systems in electronic form for three (3) years in live Systems and, for audit and reporting purposes, for five (5) years in live and/or archival Systems.
3. Information Ownership – The Commission maintains ownership over all Information, whether data, documents, or reports that contain or make references to said Information involving or arising out of this Agreement.
 - a. If the STP is required to provide documentation pursuant to a public records request, the STP shall redact any and all personal health information, in compliance with HIPAA and all other applicable federal and state laws and regulations.
 - b. If the STP wishes to publish a report, information, or commentary that includes data drawn from the Medicaid population, the Commission and/or the AHCA must first give written approval to the STP’s interpretation of all data before the STP can publish said report, information, or commentary.
 - (1) In order to expedite approval of any report, information, or commentary that uses data drawn from the Medicaid population,

the STP must include with its written request for approval all documentation, statistics, tables, graphs, and details that give rise to the STP's interpretation and the basis upon which the Recipient uses the data to support its interpretation.

C. System and Data Integration Requirements

1. Data and Report Validity and Completeness

a. The STP shall institute processes to ensure that the data is valid and complete; including reports submitted to the Commission pursuant to the Reporting Requirements of this contract. At its discretion, the Commission will conduct general data validity and completeness audits using industry-accepted statistical sampling methods. The Commission shall audit specific data elements including, but not limited to: Medicaid Beneficiary ID, date of service, category and sub category (if applicable) of service, procedure codes, revenue codes, date of claim processing, and (if and when applicable) date of claim payment. The Commission shall also review and verify control totals.

2. Data Exchange in Support of the Commission's Program Integrity and Compliance Functions

a. The STP's System(s) shall be capable of generating files in the prescribed formats for upload into Commission Systems used specifically for program integrity and compliance purposes.

D. Systems Availability, Performance, and Problem Management Requirements

1. Availability of Critical Systems Functions

a. The STP shall ensure that critical Systems functions available to Medicaid Beneficiaries and Transportation Providers, functions that if unavailable would have an immediate detrimental impact on Medicaid Beneficiaries and Transportation Providers, are available twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled System Unavailability agreed upon by the Commission and the STP. Unavailability caused by events outside of a STP's Span of Control is outside the scope of this requirement. The STP shall make the Commission aware of the nature and availability of these functions prior to extending access to these functions to Medicaid Beneficiaries and/or Transportation Providers.

2. Availability of Data Exchange Functions

a. The STP shall ensure that the Systems and processes within its Span of Control associated with its data exchanges with the Commission and/or its Agent(s) are available and operational according to specifications and the data exchange schedule.

3. Problem Notification
 - a. Upon discovery of any problem within its Span of Control that may jeopardize, or is jeopardizing, the availability and performance of Systems functions and the availability of information in said Systems, including any problems impacting scheduled exchanges of data between the STP and the Commission and/or its Agent(s), the STP shall notify the Commission's Project Manager via phone, fax and/or electronic mail within fifteen (15) minutes of such discovery. In its notification, the STP shall explain in detail the impact to critical path processes such as transportation coordination and claims submission processes.
 - b. The STP shall provide to appropriate Commission staff, or its Agent's staff, information on System Unavailability events, as well as status updates on problem resolution. At a minimum, the STP shall provide these updates on an hourly basis via electronic mail or telephone (if electronic mail is unavailable due to the System Unavailability).
 4. Recovery from Unscheduled System Unavailability
 - a. Unscheduled System Unavailability caused by the failure of Systems and telecommunications technologies within the STP's Span of Control must be resolved, and the restoration of services implemented, within forty-eight (48) hours of the official declaration of System Unavailability.
 5. Exceptions to System Availability Requirement
 - a. The STP shall not be responsible for the availability and performance of Systems and information technology (IT) infrastructure technologies outside of the STP's Span of Control.
- E. System Testing and Change Management Requirements
1. Notification and Discussion of Potential System Changes
 - a. The STP shall notify the Commission Project Manager of the following changes to Systems within its Span of Control within at least ninety (90) Calendar Days of the projected date of the change; if so directed by the Commission, the STP shall discuss the proposed change with applicable Commission staff: (1) software release updates of core transaction Systems: claims processing, eligibility and Enrollment processing, Service Authorization management, Transportation Provider enrollment and data management; (2) conversions of core transaction management Systems.
 2. Response to Commission Reports of Systems Problems not Resulting in System Unavailability

- a. The STP shall respond to Commission reports of System problems not resulting in System Unavailability according to the following timeframes:
 - (1) Within seven (7) Calendar Days of receipt, the STP shall respond in writing to notices of System problems.
 - (2) Within twenty (20) Calendar Days, the STP shall make a correction to the System or will make a Requirements Analysis and Specifications document.
 - (3) The STP will correct the deficiency by a date certain as determined by the Commission.

3. Testing

- a. The STP shall work with the Commission pertaining to any testing initiative as required by the Commission.
- b. The STP shall ensure adequate Information System integrity to capture Encounter Data and, at a minimum, take necessary action to safeguard against System interruptions resulting from network, operating hardware, software, or operational errors that compromise the integrity of transactions that are active in a live system or archived at the time of an outage or causing unscheduled System Unavailability.

F. Reporting Requirements - Specific to Information Management and Systems Functions and Capabilities - and Technological Capabilities

1. Reporting Requirements

- a. If the STP is extending access to "critical systems functions" to providers and Medicaid Beneficiaries as described in the Availability of Critical Systems Functions section, above, it shall submit a monthly Systems Availability and Performance Report to the Commission as described in Reporting Requirements, otherwise this reporting requirement is not applicable.

X. REPORTING REQUIREMENTS

A. General Reporting Requirements

- 1. The STP shall comply with all Reporting Requirements set forth by the Commission in this Contract.
 - a. The STP is responsible for assuring the accuracy, completeness, and timely submission of each report.

- b. The STP shall certify the reports, attesting, based on his/her best knowledge, information, and belief, that all data submitted in conjunction with the reports or all documents requested by the Commission are accurate, truthful, and complete.
 - c. The Certification shall be submitted at the same time the data reports are submitted. The Certification page shall include a Certification that the data submitted has been validated and the quality verified in accordance with this Contract.
 - (1) Deadlines for report submission referred to in this Contract specify the actual time of receipt at the Commission, not the date the STP postmarks or transmits the file. The Commission shall date stamp a hard copy report or send an email reply to an emailed report.
 - (2) The STP shall use the timeframes set forth in the table below for submitting all reports.
 - d. Before November 1 of each year, the STP shall deliver to the Commission a Certification that the STP has fairly and accurately presented all Performance Measure data for the previous Agreement Year.
 - e. If a reporting due date falls on a weekend or State Holiday, the Agency must receive the report on the following Business Day.
 - f. The STP shall file all quarterly reports based on a calendar year quarter. Calendar year quarters are defined as the months ending March 31st, June 30th, September 30th, and December 31st.
- 2. The Commission shall furnish the STP with the appropriate reporting formats, templates, instructions, submission timetables, and technical assistance, as required.
 - 3. The Commission reserves the right to modify the reporting requirements, with a sixty (60) Calendar Day notice to allow the STP to complete implementation, unless otherwise required by law.
 - 4. The Commission shall provide the STP with written notification of any modifications to the reporting requirements.
 - 5. Unless otherwise specified, the STP shall record and submit all filings electronically or mail a hard copy to the following address:

The Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399

6. Unless otherwise set forth below, or in a request for an *ad hoc* report, the STP shall limit the scope of all reports to operations affecting Medicaid Beneficiaries and shall not include in any report any outside, non-Medicaid or non-Medicaid Beneficiary related information. The STP shall limit all reports and Performance Measures to Transportation Services provided under this Agreement to Medicaid Beneficiaries and shall not include other, non-Medicaid, services or operations that the STP provides.
7. The STP shall grant the Commission, or its representatives, full access to all financial and statistical reports, supporting documents, and any other documents pertinent to this Contract and the Transportation Provider Agreement. The STP and all Transportation Providers shall provide the documentation requested by the Commission, or its representatives, in a manner that the Commission will provide when notifying the STP of the on-site surveys and desk reviews
8. The STP shall notify the Commission's Project Manager within twenty-four (24) hours of discovering a Violation of the protections provided by HIPAA.

Required Reports				
Report	#	Description	Format	Frequency
Grievance System - Summary Report	4	Covers all Complaints, Grievances, and Appeals related to Medicaid's NET Services.	Hardcopy or electronic format. Template provided by the Commission.	Quarterly – Due 30 Calendar Days after the end of the reporting quarter. Contains data for entire reporting quarter.
Audited Financial Statement	N/A	Audited Financial Statement.	Hardcopy and electronic format.	Annually - within 180 Calendar Days after end of the Fiscal Year. Reporting is for each calendar year.
Trip Travel Expense Report	5	Trip Travel Expenses by Trip.	Hardcopy or electronic format. Template provided by the Commission.	Monthly - Due 15 Calendar Days after the month in which the STP provided the Trip.
Safety Compliance Self-Certification Report	N/A	Copy of the Self-Certification Report (Vehicle Inspections, Driver Safety, Drug and Alcohol and Quality monitoring)	Hardcopy or electronic format.	Annually - Due January 15 of each year. Reporting is for each calendar year.
Systems Outage Notification	6	Notification of a Phone or System outage affecting NET Services.	Email and/or Phone call, followed by a summary report. Template provided by the Commission.	Immediately upon occurrence.
Suspected Fraud Reporting	N/A	Suspected Fraud Report.	Hard copy, electronic format, or telephone	Immediately upon occurrence.

			call.	
Critical Incidents Report	7	Critical Incident Report.	Hardcopy or electronic format. Template provided by the Commission. DCF template available from DCF.	Upon Occurrence – Initial report due one (1) Business Day after learning of the incident. A written final report shall be submitted to the Commission within 15 business days after the incident. Detailed report to include measures to prevent similar occurrences in the future.
Performance Measures	N/A	Performance Measure information – See Performance Measure Section for details.	Hardcopy or electronic format.	Monthly – Due 10 Calendar Days after the end of the reporting month.

B. Reporting Requirement Documents

1. Grievance System

- a. The Grievance System report shall, include information based on the STP’s helpline and contain information about the number of Complaints, Grievances, and Appeals received by the STP, its Subcontractors, and its Local Coordinating Board (LCB) concerning issues related to the provision of Non-Emergency Transportation Services to Medicaid Beneficiaries only.
- b. Refer to Attachment 4 for a template

2. Annual Financial Audit

- a. The STP shall conduct an annual financial audit in accordance with federal and State law, including, but not limited to, OMB Circular A-133 and Section 215.97, F.S., Florida Single Source Audit Act. The goal of the audit is to capture the STP’s financial information in a format for use by the Commission, its Agents, and federal and State auditors. The STP shall submit the audit annually, along with a copy of the STP’s Certification by hardcopy or in electronic format to the Commission. The STP shall limit the scope of the audit report it submits to the Commission to Transportation Services provided to Medicaid Beneficiaries. If, at any time, the Recipient is determined to be a Vendor for purposes of OMB Circular A-133 and/or the Florida Single Source Act, the Recipient shall still be required to submit an annual financial audit in accordance with the provisions of OMB Circular A-133 and/or the Florida Single Source Act.
- b. The Commission does not provide a template for this report. Refer to Attachment 2 for details on Special Audit Requirements.

3. Trip Travel Expense Report
 - a. The purpose of this report is to track the travel expenses incurred by the STP for each Trip that incurs travel expenses, as set forth in the Covered Services Section of this Contract.
 - b. Refer to Attachment 5 for a template.
4. Safety Compliance Self Certification Report
 - a. Self Certification – Each STP/Transportation Provider shall submit an annual safety and security Certification, in accordance with 14-90.10, F.A.C., to the Commission, and shall submit to any and all Safety and Security Inspections and Reviews in accordance with 14-90.12, F.A.C. Each STP/Transportation Provider shall submit the total number of vehicle inspections completed during the previous calendar year (January 1 through December 31) and the results of said inspections by January 15th of each year.
 - b. The Safety Compliance Self Certification Report shall include, at a minimum, a certification that the STP/Transportation Provider has instituted and are complying with the following safety and monitoring procedures:
 - (1) Vehicle safety inspection;
 - (2) Drug and alcohol training and monitoring;
 - (3) Quarterly monitoring; and,
 - (4) Operator/driver training and monitoring.
 - c. The Commission does not provide a template for this report.
5. Systems Outage Notification Report
 - a. The STP shall notify the Commission Project Manager by electronic submission or by telephone of a System outage immediately upon determination of a System outage.
 - b. The STP shall submit the Business Disruption Notification using the template provided as a guideline. The Business Disruption Notification shall provide the date and time the incident occurred, what event triggered the outage, the plan of action to bring the System back online,

the expected date and time of recovery of the full use of the System, and the impact the System outage has on Medicaid Beneficiaries.

- c. The STP must submit a Systems Outage Report, in electronic format and hardcopy, to the Commission's Project Manager only if the STP's Information Systems experience unscheduled downtime.
- d. Refer to Report #6 for template.

6. Suspected Fraud Reporting

- a. Upon detection of a potential or suspected Fraudulent encounter or act by a Medicaid Beneficiary, the STP shall file a report with the Commission. The Commission will forward the report to the AHCA's Bureau of Medicaid Program Integrity.
- b. The report shall contain at a minimum:
 - (1) The name of the Medicaid Beneficiary;
 - (2) The Medicaid Beneficiary's Medicaid identification number; and
 - (3) A description of the suspected Fraudulent act.
- c. The Commission does not provide a template for this report.

7. Critical Incident Reporting

- a. The STP shall notify the Commission within one (1) Business Day that there was a critical incident.
- b. The critical incident reporting requirements set forth in this Section do not replace the abuse, Neglect, and exploitation reporting system established by the State.
- c. The definitions of reportable critical incidents are as follows:
 - (1) Death of a Medicaid Beneficiary that occurs while the Medicaid Beneficiary is in a vehicle operated or contracted by the STP, due to one (1) of the following:
 - (i) Suicide;
 - (ii) Homicide;
 - (iii) Abuse;
 - (iv) Neglect; or,

- (v) An accident or other incident.
- (2) Medicaid Beneficiary Injury or Illness – A medical condition that requires medical treatment by a Health Care Professional and which is sustained, or allegedly is sustained, due to an accident, act of Abuse, Neglect or other incident occurring while a Medicaid Beneficiary is in a vehicle operated or contracted by the STP.
- (3) Sexual Battery – An allegation of sexual battery, as determined by medical evidence or law enforcement involvement, by:
 - (i) A Medicaid Beneficiary on another Medicaid Beneficiary;
 - (ii) An employee of the STP, a Subcontractor, or a Transportation Provider on a Medicaid Beneficiary; and/or,
 - (iii) A Medicaid Beneficiary on an employee of the STP, a Subcontractor, or a Transportation Provider.
- (4). In addition to supplying the Critical Incidents Report, the STP shall also report critical incidents in the manner prescribed by, and using the template provided by, the appropriate district's DCF Alcohol, Drug Abuse Mental Health office, using the appropriate DCF reporting forms and procedures.
- (5) Refer to Report #7 for a template.

8. Minority Participation Report

1. The Commission encourages the STP to use Minority and Certified Minority businesses as subcontractors when procuring commodities or services to meet the requirement of the Agreement.

The Commission requires information regarding the STP's use of minority owned businesses as subcontractors for transportation services under this Agreement. This information will be used for assessment and evaluation of the Commission's Minority Business Utilization Plan. During the term of the Agreement, it will be necessary for the STP to maintain this information monthly. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N), Hispanic American (Certified Minority Code I or Non-Certified Minority O), Asian American (Certified Minority Code J or Non-Certified Minority Code P), Native American (Certified Minority Code K or Non-Certified Minority Code Q), or American Woman (Certified Minority Code M or Non-Certified Minority Code R). The STP should retain this information and make it available upon request by the Commission.

XI METHOD OF PAYMENT

A. Fixed Price Fixed Fee Agreement

1. This is a fixed price (fixed fee) Agreement. The Commission shall pay the STP, upon satisfactory completion of all terms and conditions specified in the Agreement, a total amount included in Exhibit B.
2. The STP shall request payment through submission of a properly completed invoice to the Commission. Invoices shall be submitted in a format provided by the Commission.
3. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
4. Transportation Services are mandatory Medicaid services that shall not be restricted due to inadequate funding. Through this Contract, the STP accepts the responsibility to provide or coordinate delivery of all Transportation Services within the existing funds of this Contract.
5. Errors
 - a. If, after preparation and submission of reports and/or invoices, the STP discovers an error, including, but not limited to, errors resulting in incorrect payments, either by the STP or the Commission, the STP has thirty (30) Business Days from its discovery of the error, or thirty (30) Business Days after receipt of notice by the Commission to correct the error and resubmit accurate reports and/or invoices. Failure to respond within the thirty (30) Business Day period shall result in a loss of any money due to the STP for such errors and/or sanctions against the STP pursuant to Sanctions Section of this Contract.

B. Member Payment Liability Protection

1. Pursuant to Section 1932 (b)(6), Social Security Act (as enacted by Section 4704 of the Balanced Budget Act of 1997), the STP shall not hold Medicaid Beneficiaries liable for the following:
 - a. For debts of the STP, in the event of the STPs Insolvency;
 - b. For payment of Covered Services provided by the STP if the STP has not received payment from the Commission for the Covered Services, and/or,
 - c. For payments to a STP that furnished Covered Services under a contract, or other arrangement with the STP, that are in excess of the amount that normally would be paid by the Medicaid Beneficiary if the Covered Services had been received directly from the STP.

C. Transition to Managed Care Organizations (MCOs) and Medicaid Reform

1. The STP understands that the State is operating a Medicaid managed care pilot program as stated in s. 409.91211, Florida Statute (Medicaid Reform). As a result, in all areas in which the State implements Medicaid Reform, the STP's Enrollment will transition from coverage under this Agreement to an authorized Medicaid Reform MCO in accordance with the AHCA's implementation schedule.
2. The STP understands that the State allows specified MCOs in Miami-Dade County to provide Transportation Services. Beneficiaries enrolled in these MCOs are not included in this Agreement.

XII. SANCTIONS

A. General Provisions

1. The STP shall comply with all requirements and performance standards set forth in this Contract. In the event the Commission identifies a Violation of this Contract, or other non-compliance with this Contract, the STP shall submit a Corrective Action Plan (CAP) within three (3) Calendar Days of the date of receiving notification of the Violation or non-compliance from the Commission or within the timeframe specified by the Commission, whichever is later.
 - a. Within five (5) Business Days of receiving the CAP the Commission will either approve or disapprove the CAP. If disapproved, the Commission must cite the specific reasons in a written format for said disapproval. Upon written notice of disapproval, the STP shall resubmit, within five (5) Business Days, or a date specified by the Commission whichever is later, a new CAP that addresses the concerns identified by the Commission.
 - b. Upon approval of the CAP, whether the initial CAP or the revised CAP, the STP shall implement the CAP within the time frames specified by the Commission. The STP shall submit a report to the Commission detailing the implementation of the STP's CAP forty-five (45) Business Days following the date of the Commission's approval of the CAP.
 - c. Except where specified below, the Commission shall impose a monetary sanction of \$100 per day on the STP for each Calendar Day that the STP does not implement the approved CAP to the satisfaction of the Commission.
2. If the Commission determines, in its sole discretion, that a STP and/or Transportation Provider has violated the terms of this Contract, the Commission can sanction the STP, can terminate this Contract, or both. If the Agency for Health Care Administration determined, in its sole discretion, that a STP and/or

Transportation Provider has violated the terms of this contract, AHCA can sanction the Commission and request the this contract be terminated or both.

3. Unless the Commission specifies the duration of a sanction, the sanction shall remain in effect until the Commission is satisfied that the STP has corrected the basis for imposing the sanction and it is not likely to recur.

B. Specific Sanctions

1. The Commission may impose any of the following sanctions against the STP if the Commission, in its sole discretion, determines that the STP and/or a Transportation Provider has violated any provision of this Agreement, or any applicable statutes:
 - a. Suspension or revocation of payments to the STP for Medicaid Beneficiaries during the sanction period;
 - b. For any nonwillful Violation of the Agreement, the Commission shall impose a fine, not to exceed \$2,500 per Violation. In no event shall such fine exceed an aggregate amount of \$10,000 for all nonwillful Violations arising out of the same action;
 - c. With respect to any knowing and willful Violation of the Agreement, the Commission shall impose a fine upon the STP in an amount not to exceed \$20,000 for such Violation. In no event shall such fine exceed an aggregate amount of \$100,000 for all knowing and willful Violations arising out of the same action;
 - d. If the STP fails to carry out substantive terms of the Agreement, the Commission shall terminate the Agreement. After the Commission notifies the STP that it intends to terminate the Agreement, the Commission shall give the STP's Medicaid Beneficiaries written notice of the State's intent to terminate the Agreement.
 - e. The Commission may impose intermediate sanctions, including, but not limited to civil monetary penalties in the amounts specified in this Agreement.
 - f. Suspension of payment for Medicaid Beneficiaries after the effective date of the sanction and until the Commission is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur; and/or
 - g. Before imposing any intermediate sanctions, the Commission must give the STP timely notice.

**EXHIBIT B
METHOD OF COMPENSATION**

This Exhibit defines the limits of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

1. Project Compensation:

For the satisfactory performance of services detailed in Exhibit "A", the STP shall be paid up to a Maximum Amount of \$ 690,120.00.

The Maximum Amount shall be made up of the following limiting amounts:

\$ 137,102.00 from Fiscal Year 08/09

\$ 276,509.00 from Fiscal Year 09/10

\$ 276,509.00 from Fiscal Year 10/11

The Vendor shall not provide services that exceed the limiting amount(s) without an approved Amendment from the Commission. The total amount of this contract is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

Currently, \$137,102.00 of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Commission be obligated to reimburse the STP for costs or make payments in excess of currently established funding. The Commission will provide written authorization if and when subsequent funding is approved and encumbered for this contract.

2. PROGRESS PAYMENTS AND DISBURSEMENT SCHEDULE OF FUNDS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Commission.

FY 08/09

January	\$22,850.00
February	\$22,850.00
March	\$22,850.00
April	\$22,850.00
May	\$22,850.00
June	\$22,852.00

ATTACHMENT 1 BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Recipient is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Recipient certifies and agrees as to abide by the following:

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - 1.a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Recipient from, or on behalf of, the Agency.
 - 1.b. Security Incident. For purposes of this Attachment, security incident shall mean any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.
2. Use and Disclosure of Protected Health Information. The Recipient shall not use or disclose protected health information other than as permitted by this Agreement or by federal and state law. The Recipient will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Agreement and federal and state law. The Recipient will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Recipient creates, receives, maintains, or transmits on behalf of the Agency.
3. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Recipient is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Recipient or to carry out the legal responsibilities of the Recipient, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Recipient obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the

person, and (3) the person notifies the Recipient of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

4. Disclosure to Third Parties. The Recipient will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Agreement without prior written approval from the Agency. The Recipient shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Recipient on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Recipient with respect to protected health information.
5. Access to Information. The Recipient shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
6. Amendment and Incorporation of Amendments. The Recipient shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. § 164.526.
7. Accounting for Disclosures. The Recipient shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. The Recipient shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.
8. Access to Books and Records. The Recipient shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Recipient on behalf of the Agency, available to the Secretary of the Department of Health and Human Services or the Secretary's designee for purposes of determining compliance with the Department of Health and Human Services Privacy Regulations.
9. Reporting. The Recipient shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Agreement. The Recipient will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Agreement of which the Recipient is aware. The Recipient will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Recipient is aware. A violation of this paragraph shall be a material violation of this Agreement.
10. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to terminate this Agreement.
 - 10.a. Effect of Termination. At the termination of this Agreement, the Recipient shall return all protected health information that the Recipient still maintains in any form, including any copies or hybrid or merged databases made by the Recipient; or with prior written approval of the Agency, the protected health

information may be destroyed by the Recipient after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Recipient must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Recipient agrees to protect the protected health information and treat it as strictly confidential.

The Recipient has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

Recipient Name: Board of Sumter County Commissioners


Signature

JAN 13 2009
Date

Garry Breeden, Chairman
Name and Title of Authorized Signer

ATTACHMENT 2 SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Commission for the Transportation Disadvantaged (which may be referred to as the "Agency" or "Grantor") to the recipient (which may be referred to as the "Vendor", "Facility" or "Recipient") may be subject to audits and/or monitoring by the Commission, as described in this Attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Commission staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-1233, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Agency for Health Care Administration by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. The Recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/>.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Executive Director

Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following

Executive Director

Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at each of the following addresses:

Executive Director

Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Commission at the following address:

Executive Director

Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Commission at the following address:

Executive Director

Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

- 5 Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Commission, or its designee, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Commission.

ATTACHMENT 2 EXHIBIT 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)
-

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount
	Medicaid Title 19	93.778	Medical Assistance Payments	\$137,102.00
	Medicaid Title 21	93.767	Childrens' Health Insurance Program	
	Medicaid Title 18, 19 CLIA	93.777	Survey and Certification	

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount
	Medicaid Title 19	93.778	Medical Assistance Payments	N/A
	Medicaid Title 21	93.767	Childrens' Health Insurance Program	N/A
	Medicaid Title 18, 19 CLIA	93.777	Survey and Certification	N/A
				N/A

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject to Section 215.97, F.S.:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

ATTACHMENT 3 REQUIRED DATA ELEMENTS FOR ENCOUNTER DATA

Draft Batch File Layout

File name should be CTC_EIN_Batch_Number.txt (if CTC_EIN = 123456789 and the Batch_Number for this file is 000987650 then file name would be 123456789_000987650.txt)

Maximum of 5000 claims per file (Record_Type = C)

Header Record (one per batch – first record in file)

FieldName	Format	Begin	End	Total Positions	Description	Edits
RecordType	X(01)	1	1	1	Header Record Indicator	Must = H
CTC_EIN	9(09)	2	10	9	CTC Federal Employer ID	Numeric
Batch_Number	9(09)	11	19	9	Unique ID for batch (batches with duplicate IDs will be rejected)	Numeric with leading zeroes
File_Type	X(01)	20	20	1	If a File_Type = T is sent to the production machine the entire file will be rejected. If a File_Type = P is sent to the test machine then the entire file will be rejected.	T = test file, P = Production file. Any other value will cause entire file to be rejected.

Claim (trip) Records (maximum 5000 per batch)

FieldName	Format	Begin	End	Total Positions	Description	Edits
RecordType	X(01)	1	1	1	Claim Record Indicator	Must = C
UniqueTripID	X(15)	2	16	15	Unique Trip ID	Generated by CTC software
Trip_Void	X(01)	17	17	1	Place "V" in field to void previously submitted claim record (determined by UniqueTripID)	Must = V or blank
CTC_EIN	9(09)	18	26	9	CTC Federal Employer ID	Numeric
CTC_MedicaidID	9(10)	27	36	10	CTC Medicaid ID	Numeric – passes check digit validation

Bene_Lname	X(15)	37	51	15	Beneficiary Last Name	Length > 0
Bene_Fname	X(15)	52	66	15	Beneficiary First Name	Length > 0
Bene_MI	X(01)	67	67	1	Beneficiary Middle Initial	None
Bene_MedicaidID	X(10)	68	77	10	Beneficiary MedicaidID	Numeric – passes check digit validation
Bene_HomeAddr	X(30)	78	107	30	Beneficiary Home Address	Length > 0
Bene_HomeCity	X(20)	108	127	20	Beneficiary Home City	Length > 0
Bene_HomeCounty	9(02)	128	129	2	Beneficiary Home County	Validated against attached table
Bene_HomeState	X(02)	130	131	2	Beneficiary Home State	Validated against 50 States
Bene_HomeZip	9(05)	132	136	5	Beneficiary Home Zip	Numeric (5 digit zip only)
Bene_DOB	9(08)	137	144	8	Beneficiary Date of Birth	Numeric and valid date – CCYYMMDD
Bene_Gender	X(01)	145	145	1	Beneficiary Gender	M = male, F = female, U = Unknown
Bene_SSN	9(09)	146	154	9	Beneficiary SSN	Numeric
Reservation_Date	9(08)	155	162	8	Date reservation call received	Numeric and valid date – CCYYMMDD
Reservation_Time	9(04)	163	166	4	Time reservation call received	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Reservation_Pickup_Date	9(08)	167	174	8	Original Scheduled Pickup Date	Numeric and valid date – CCYYMMDD
Reservation_Pickup_Time	9(04)	175	178	4	Original Scheduled Pickup Time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Reservation_Appt_Time	9(04)	179	182	4	Dr's or Facility Appointment Time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300) for Trip_Indicator = "I". Blank for Trip_Indicator = "T" or "R"
Trip_Origin_Address	X(30)	183	212	30	Trip origination address	Length > 0
Trip_Origin_City	X(20)	213	232	20	Trip origination city	Length > 0
Trip_Origin_County	9(02)	233	234	2	Trip origination county	Validated against attached table
Trip_Origin_Code	X(01)	235	235	1	Trip origination code	Validated against attached table
Trip_Trans_Mode	X(02)	236	237	2	Trip transportation mode	Validated against attached table
Trip_Indicator	X(01)	238	238	1	Trip indicator	Validated against attached table
Trip_NoShow	X(01)	239	239	1	No Show	N if No Show otherwise blank
Trip_Miles	9(04).9	240	245	6	Trip miles	Insert decimal. 4 miles = 4.0. Must be valid miles. Maximum value is 9999.9. Trip miles = 0.0 for Trip_Trans_Mode = BP. All

						other Trip_Trans_Mode > 0. May delete leading zeros above first zero (example – can have 0.0 but not .0) (example – 0001.0 can be 1.0)
Trip_Cost	9(03),99	246	251	6	Trip cost	No \$ but insert decimal. \$12.95 = 12.95. \$1 = 1.00. Must be valid amount. Maximum value is 999.99. Must be > 0.00.
Trip_Pickup_Date	9(08)	252	259	8	Trip pickup date	Numeric and valid date – CCYYMMDD
Trip_Pickup_Time	9(04)	260	263	4	Trip pickup time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300). Same as Reservation_Pickup_Time
Trip_Dest_Address	X(30)	264	293	30	Trip destination address	Length > 0
Trip_Dest_City	X(20)	294	313	20	Trip destination city	Length > 0
Trip_Dest_County	9(02)	314	315	2	Trip destination county	Validated against attached table
Trip_Dest_Code	X(01)	316	316	1	Trip destination code	Validated against attached table
Trip_Actual_Pickup_Time	9(04)	317	320	4	Trip actual pickup time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Trip_Actual_Dropoff_Time	9(04)	321	324	4	Trip actual dropoff time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Trip_Escort_Required	X(01)	325	325	1	Trip escort required	Yes = Y, No = N
Trip_Medical_Necessity	X(25)	326	350	25		None
Trip_MediKids	X(01)	351	351	1	MediKids Indicator	Yes = Y, No = N

Footer Record (one per batch – Last record in file)

FieldName	Format	Begin	End	Total Positions	Description	Edits
RecordType	X(01)	1	1	1	Footer Record Indicator	Must = F
CTC_EIN	9(09)	2	10	9	CTC Federal Employer ID	Numeric
Batch_Number	9(09)	11	19	9	Unique ID for batch (batches with duplicate IDs will be rejected)	Numeric – Must match Batch_Number in header record
Total_Claims_Batch	9(04)	20	23	4	Total number of claims in this batch file	Entire file rejected if this field does not equal number of “C” records

Trip Origin Code & Trip Dest Code Validation Table

Code	Location
P	Physician
C	Clinic
L	Laboratory
H	Hospital
N	Nursing Home
D	Dialysis
O	Other Diagnosis or Therapeutic
R	Residence

Trip Trans Mode Validation Table

Code	Transportation Mode
MV	Multi-Load Vehicle
PT	Public Transportation
VT	Private Volunteer Transport
WC	Wheelchair
ST	Stretcher
OB	Over-the-road Bus
CA	Commercial Air
BP	Bus Pass
TX	Taxi

Trip Indicator Validation Table

Code	Indicator
I	Initial
T	Transfer

R	Return
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County Validation Table

County	ID	County	ID	County	ID	County	ID	County	ID
Alachua	01	Duval	15	Holmes	29	Miami-Dade	43	Santa Rosa	57
Baker	02	Escambia	16	Indian River	30	Monroe	44	Sarasota	58
Bay	03	Flagler	17	Jackson	31	Nassau	45	Seminole	59
Bradford	04	Franklin	18	Jefferson	32	Okaloosa	46	Sumter	60
Brevard	05	Gadsden	19	Lafayette	33	Okeechobee	47	Suwannee	61
Broward	06	Gilchrist	20	Lake	34	Orange	48	Taylor	62
Calhoun	07	Glades	21	Lee	35	Osceola	49	Union	63
Charlotte	08	Gulf	22	Leon	36	Palm Beach	50	Volusia	64
Citrus	09	Hamilton	23	Levy	37	Pasco	51	Wakulla	65
Clay	10	Hardee	24	Liberty	38	Pinellas	52	Walton	66
Collier	11	Hendry	25	Madison	39	Polk	53	Washington	67
Columbia	12	Hernando	26	Manatee	40	Putnam	54		
Desoto	13	Highlands	27	Marion	41	St Johns	55		
Dixie	14	Hillsborough	28	Martin	42	St Lucie	56		

ATTACHMENT 4 QUARTERLY GRIEVANCE SYSTEM SUMMARY REPORT

STP Name: _____

Dates of Quarter Reporting: _____

		Complaints		Grievances				Appeals				
County	Total	Total Open > 15 Days	Resolved by LCB	Not Resolved by LCB	Resolved by STP	Not Resolved by STP	Total	Resolved by LCB	Not Resolved by LCB	Resolved by STP	Not Resolved by STP	Total
Total:												

Report is due 30 Calendar Days after the end of the reporting quarter.

STP must report all data until closed.

ATTACHMENT 5 TRIP TRAVEL EXPENSE REPORT

STP Name: _____

Reporting Period: _____

County:	Month												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Medicaid Beneficiary													
Travel													
Lodging													
Meals													
Other													
Total Medicaid Beneficiary													
Attendant(s)/Escort(s)													
Travel													
Lodging													
Meals													
Other													
Total Attendant/Escort 1													
Travel													
Lodging													
Meals													
Other													
Total Attendant/Escort 2													
Total													

Due to the Commission 15 Calendar Days after the month in which the travel occurred.

**ATTACHMENT 6
BUSINESS DISRUPTION NOTIFICATION REPORT**

STP Name: _____

Reporting Period: _____

County: _____

System(s) Affected	Description of Outage	Population Affected
Computer System		
Telephony System		
The date and time the incident occurred		
What event triggered the incident		
The plan of action to bring the System back online		
The expected date and time of recovery of full use of the System		
The impact the outage had on Medicaid Beneficiaries		

ATTACHMENT 7 CRITICAL INCIDENT REPORT

STP Name: _____

Reporting Period: _____

County of Incident:	
Time of Incident:	
Location of Incident:	
Critical Incident Type:	
Details of Incident (Include Medicaid Beneficiary's age, gender, diagnosis, current medication, source of information, all reported details about the event, action taken by Commission/Subcontractor/Transportation Provider, and any other pertinent information):	
Follow Up Planned or Required (Include information relating to any Commission/Subcontractor/Transportation Provider policy or procedure that applies to the event):	
Transportation Provider:	
Report Submitted By:	
Date of Submission:	

ATTACHMENT 8 DEFINITIONS AND ACRONYMS

A. Definitions

The following terms as used in this Agreement shall be construed and/or interpreted as follows, unless the Agreement otherwise expressly requires a different construction and/or interpretation.

Abuse — Practices that are inconsistent with generally accepted business or Transportation practices and that result in an unnecessary cost to the Medicaid program or in reimbursement for goods or services that are not Medically Necessary or that fail to meet professionally recognized standards for health care; or Medicaid Beneficiary practices that result in unnecessary cost to the Medicaid program.

Action — **(i)** The denial or limited authorization of a requested service, including the type or level of service, pursuant to 42 CFR 438.400(b). **(ii)** The reduction, suspension, or termination of a previously authorized service. **(iii)** The denial, in whole or in part, of payment for a service. **(iv)** The failure to provide services in a timely manner, as defined by the State. **(v)** The failure of the Recipient to resolve a Complaint within fifteen (15) Business Days, a Grievance within ninety (90) Calendar Days, and an Appeal within forty-five (45) Calendar Days from the date the Recipient/Subcontractor receives the Complaint, Grievance, or Appeal.

Acute Condition – An Acute Condition is a medical condition with a rapid onset of symptoms and/or a temporary or limited duration (as opposed to a Chronic Condition) and includes subacute conditions. Treatment for an Acute Condition is intended to last a short duration and may include surgical treatment, rehabilitative treatment, and/or other care.

Agency — State of Florida, Agency for Health Care Administration.

Agent — An entity that contracts with the State to perform administrative functions, including but not limited to: Fiscal Agent activities, outreach and education, eligibility activities; Systems and technical support.

Agreement — The Agreement between the Recipient and the Agency to provide Medicaid Non-Emergency Transportation Services to Medicaid Beneficiaries, comprised of the Agreement, and any addenda, appendices, attachments, or amendments thereto.

Agreement Period – The term of the Agreement from December 1, 2008 through August 31, 2011.

Agreement Year – The period of time from September 1 through August 31 of each calendar year. There are three (3) Agreement Years in this Agreement. The first (1st) Agreement Year shall run from December 1, 2008 through August 31, 2009. The second

(2nd) Agreement Year shall run from September 1, 2009 through August 31, 2010. The third (3rd) Agreement Year shall run from September 1, 2010 through August 31, 2011.

Appeal — A request for review of an Action, pursuant to 42 CFR 438.400(b).

Attendant/Escort — An Attendant/Escort is an individual whose presence is required to assist a Medicaid Beneficiary during transport and at the place of treatment.

Baker Act — The Florida Mental Health Act, pursuant to ss. 394.451-394.4789, F.S.

Behavioral Health Care — Services listed in the Community Behavioral Health Services Coverage & Limitations Handbook and the Targeted Case Management Coverage & Limitations Handbook. Behavioral Health Care involves issues relating to mental health and substance abuse.

Business Days — Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State Holidays.

Calendar Days — All seven (7) days of the week.

Certification — The process of determining that a facility, equipment or an individual meets the requirements of federal or State law, or whether Medicaid payments are appropriate or shall be made in certain situations.

Children/Adolescents — Medicaid Beneficiaries under the age of twenty-one (21).

Chronic Condition — A Chronic Condition is a medical condition that is long lasting or recurrent. Chronic Conditions require ongoing management for effective long term treatment.

Complaint — An expression of dissatisfaction about any matter other than an Action. Possible subjects for Complaint include, but are not limited to, the quality of Transportation Services, the quality of services provided and aspects of interpersonal relationships such as rudeness of a Transportation Provider or employee or failure to respect the Medicaid Beneficiary's rights. A Complaint is resolved at the Point of Contact rather than through filing a formal Grievance.

Contracting Officer — The Secretary of the Agency or his/her delegate.

Cost — Fully allocated expenses associated with providing Transportation Services to Medicaid Beneficiaries. The Recipient may determine Cost by using the Recipient's approved rate calculation model or a Recipient approved rate calculation model consistently utilized by a Subcontractor.

Cost Effective — Economical in terms of the goods or services received for the

Covered Services — Those services provided by the Recipient in accordance with this Agreement, and as outlined in Section V, Covered Services, in this Agreement. Also referred to as “Transportation Services.”

Cultural Competency Plan – A required written plan that the Recipient must maintain in accordance with 42 CFR 438.206. The Cultural Competency Plan describes how the Recipient will ensure that it provides Transportation Services in a culturally competent manner to all Medicaid Beneficiaries, including those with limited English proficiency.

Disclosing Entities — The Recipient and any Subcontractors that furnish services or arrange for furnishing services under this Agreement.

Emergency Transportation – The provision of Emergency Transportation Services in accordance with Section 409.908(13)(c)(4), F.S.

Encounter Data – Encounter Data includes records of Covered Services provided by the Recipient to a Medicaid Beneficiary.

Expedited Appeal Process — The process by which the Appeal of an Action is accelerated because the standard time-frame for resolution of the Appeal could seriously jeopardize the Medicaid Beneficiary's life, health, or ability to obtain, maintain, or regain maximum function.

External Quality Review (EQR) — The analysis and evaluation by an External Quality Review Organization (EQRO) of aggregated information on Quality, timeliness, and access to the health care services that are furnished to Medicaid Beneficiaries by the Recipient.

External Quality Review Organization (EQRO) — An organization that meets the competence and independence requirements set forth in federal regulations 42 CFR 438.354, and performs EQR, other related activities as set forth in federal regulations, or both.

Family Planning Waiver (FPW) – The Family Planning Waiver extends eligibility for family planning services for twenty-four (24) months to postpartum women capable of bearing a child who have lost Medicaid eligibility.

Fee-for-Service (FFS) — A method of making payment by which the Agency sets prices for defined medical or allied care, goods, or services.

Fiscal Agent — Any corporation, or other legal entity, that enters into a contract with the Agency to receive, process, and adjudicate claims under the Medicaid program.

Fiscal Year — The State of Florida’s Fiscal Year starts July 1 and ends on June 30. This may be different than the Agreement Year.

Florida Medicaid Management Information System (FMMIS) — The information system used to process Florida Medicaid claims and payments to Recipients, and to

produce management information and reports relating to the Florida Medicaid program. The State uses this system to maintain Medicaid eligibility data and provider enrollment data.

Fraud — An intentional deception or misrepresentation made by a person with the knowledge that the deception results in unauthorized benefit to herself or himself or another person. The term includes any act that constitutes fraud under applicable federal or state law.

Grievance — An expression of dissatisfaction about any matter other than an Action. Possible subjects for Grievances include, but are not limited to, the quality of Transportation Services provided and aspects of interpersonal relationships such as rudeness of a Provider or employee or failure to respect the Medicaid Beneficiary's rights.

Grievance Procedure — The procedure for addressing Medicaid Beneficiaries' Grievances.

Grievance System — The system for reviewing and resolving Medicaid Beneficiary Grievances and Appeals. Components must include a Complaint Procedure, a Grievance Procedure, an Appeal process, and access to the Medicaid Fair Hearing system.

Health Care Professional — A physician or any of the following, including, but not limited to: podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech-language pathologist, audiologist, Registered Nurse or practical Nurse (including nurse practitioner, clinical nurse specialist, certified Registered Nurse anesthetist and certified nurse midwife), a Licensed certified social worker, registered respiratory therapist and certified respiratory therapy technician.

Hospital — A facility Licensed in accordance with the provisions of Chapter 395, Florida Statutes or the applicable laws of the state in which the service is furnished.

Household – Includes all persons residing at a common address.

Information — **(i)** Structured Data: data that adhere to specific properties and Validation criteria that are stored as fields in database records. Structured queries can be created and run against structured data, where specific data can be used as criteria for querying a larger data set; **(ii)** Document: information that does not meet the definition of structured data; includes text, files, spreadsheets, electronic messages, images of forms, and pictures.

Information System(s) — A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange, and/or transmission of information (i.e. structured data, which may include digitized audio and video), and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.

Insolvency — A financial condition that exists when an entity is unable to pay its debts as they become due in the usual course of business, or when the liabilities of the entity exceeds its assets.

Institutional Care Program (ICP) Residents – Medicaid Beneficiaries who are eligible for placement in a facility while their eligibility determination is being processed (e.g., nursing home residents, etc.).

Licensed — A facility, equipment, or individual that has formally met State, county, and local requirements, and has been granted a license by a local, State, or federal government entity.

List of Excluded Individuals and Entities (LEIE) — A database maintained by the Department of Health & Human Services, Office of the Inspector General. The LEIE provides information to the public, health care providers, patients and others relating to parties excluded from participation in Medicare, Medicaid, and all other federal health care programs. The LEIE includes the Department of Management Services' List of Excluded Vendors.

Managed Care Organization (MCO) – An organization, either for-profit or not-for-profit, in which an organization, such as an HMO, PSN, or EPO, acts as an intermediary between the Medicaid Beneficiary seeking care and the physician.

Medicaid — The medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §1396 et seq., and regulations there under, as administered in the State of Florida by the Agency under 409.901 et seq., F.S.

Medicaid Beneficiary — Any individual whom Department of Children and Families (DCF) or the Social Security Administration determines is eligible, pursuant to federal and State law, to receive medical or allied care, goods, or services for which the Agency may make payments under the Medicaid program, and who is enrolled in the Medicaid program.

Medicaid Eligibility Vendor System (MEVS) – An entity that provides Medicaid eligibility status to Medicaid providers. A MEVS vendor does not necessarily provide the Non-Emergency Transportation eligibility status of a Medicaid Beneficiary.

Medicaid Reform — The program resulting from Chapter 409.91211, F.S.

Medically Needy – A Medicaid Beneficiary who would qualify for Medicaid but has income or resources that exceed normal Medicaid guidelines. On a month-by-month basis, the State determines the individual's eligibility by subtracting the individual's medical expenses from his/her income; if the remainder falls below Medicaid's income limits, the individual may qualify for Medicaid through the end of the month.

Medically Necessary or Medical Necessity — Services that include medical or allied care, goods, or services furnished or ordered to:

1. Meet the following conditions:
 - a. Be necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain;
 - b. Be individualized, specific and consistent with symptoms or confirm diagnosis of the illness or injury under treatment and not in excess of the patient's needs;
 - c. Be consistent with the generally accepted professional medical standards as determined by the Medicaid program, and not be experimental or investigational;
 - d. Be reflective of the level of service that can be furnished safely and for which no equally effective and more conservative or less costly treatment is available statewide; and
 - e. Be furnished in a manner not primarily intended for the convenience of the Medicaid Beneficiary, the Medicaid Beneficiary's caretaker or the provider.
2. Medically Necessary or Medical Necessity for those services furnished in a Hospital on an inpatient basis cannot, consistent with the provisions of appropriate medical care, be effectively furnished more economically in a Nursing Facility basis or in an inpatient facility of a different type.
3. The fact that a Licensed Health Care Professional has prescribed, recommended, or approved medical or allied goods or services does not, in itself, make such care, goods, or services Medically Necessary, a Medical Necessity, or a Covered Service.

Medicare — The medical assistance program authorized by Title XVIII of the Social Security Act.

Mile/Mileage – Distance that Transportation Providers log for each Medicaid Beneficiary. Mile/Mileage starts at the location that the Transportation Provider picks up the Medicaid Beneficiary and ends at the location at which the Transportation Provider delivers the Medicaid Beneficiary.

Neglect — A failure or omission to provide care, supervision, and/or services necessary to maintain a Medicaid Beneficiary's physical and mental health, including but not limited to, food, nutrition, supervision, medical services, and Transportation Services that are essential for the well-being of the Medicaid Beneficiary. Neglect might be a single incident or repeated conduct that results in, or could reasonably be expected to result in, serious physical or psychological injury, or a substantial risk of death.

No Show – If a Medicaid Beneficiary fails to provide a cancellation notice to the Recipient or a Transportation Provider at least twenty-four (24) hours in advance of a scheduled Trip, or the Medicaid Beneficiary is not available or has decided he/she does not require Transportation Services, then the Recipient shall classify the Medicaid Beneficiary as a No Show.

Non-Covered Service — A service that does not qualify as one of the Recipient's Covered Services.

Non-Emergency Transportation Services Coverage & Limitations Handbook (Handbook) — A document that provides information to a Transportation Provider regarding Medicaid Beneficiary eligibility, claims submission and processing, Transportation Provider participation, covered care, goods and services, limitations, procedure codes and fees, and other matters related to participation in the Medicaid program.

Nursing Facility — An institutional care facility that furnishes medical or allied inpatient care and services to individuals needing such services. See Chapters 395 and 400, F.S.

Outpatient — A patient of an organized medical facility, or distinct part of that facility (such as a Hospital), whom a facility expects to receive, and who does receive, professional services for less than a twenty-four (24) hour period, regardless of the hours of admission, whether or not a bed is used and/or whether or not the patient remains in the facility past midnight.

Overpayment — Includes any amount that is not authorized to be paid by the Medicaid program whether paid as a result of inaccurate or improper cost reporting, improper claiming, unacceptable practices, Fraud, Abuse, or mistake.

Point of Contact – Ombudsman, customer service center, call center, or other program that receives Complaints from Medicaid Beneficiaries.

Presumptively Eligible Pregnant Women – This program allows staff at County Health Departments (CHDs), Regional Perinatal Intensive Care Centers (RPICCs), and other qualified medical facilities to make a presumptive determination of Medicaid eligibility for low-income pregnant women. This presumptive determination allows a woman to access prenatal care while Department of Children and Families eligibility staff make a regular determination of eligibility.

Prior Authorization — The act of authorizing specific services before they are rendered.

Protocols — Written guidelines or documentation outlining steps the Recipient, Subcontractors (if any), and Transportation Providers must follow when handling a particular situation, resolving a problem, or implementing a plan to provide Transportation Services. Also referred to as “policies and procedures.”

Quality — The degree to which a Recipient increases the likelihood of desired health outcomes of its Medicaid Beneficiaries through its structural and operational characteristics and through the provision of Transportation Services that are consistent with current professional knowledge.

Quality Improvement (QI) — The process of monitoring and assuring that the delivery of Transportation Services are available, accessible, timely, and provided in sufficient quantity, of acceptable Quality, within established standards of excellence, and appropriate for meeting the needs of Medicaid Beneficiaries.

Quality Improvement Program (QIP) — The program designed to ensure the delivery of Transportation Services is appropriate, timely, accessible, and available.

Recipient — The entity that has entered into an Agreement with the Agency to provide Non-Emergency Transportation coordination services to Medicaid Beneficiaries.

Road Calls – A call to repair or replace a vehicle while en route to pick up a Medicaid Beneficiary and/or while transporting Medicaid Beneficiaries due to a mechanical or other failure, not the result of an accident (e.g., air conditioning broke requiring a replacement vehicle to complete the driver's route, replacing a flat tire, etc.)

Routine Trips – Medically Necessary Trips that are not urgent in nature (e.g., doctor's appointment for an annual checkup).

Service Area — The designated geographical area within which the Recipient is authorized by the Agreement to furnish Covered Services to Medicaid Beneficiaries.

Service Authorization — The Recipient's approval to render services. The process of authorization must at least include a Medicaid Beneficiary's request for the provision of a service.

Span of Control — Information Systems and telecommunications capabilities that the Recipient itself operates or for which it is otherwise legally responsible according to the terms and conditions of this Agreement. The Recipient's Span of Control also includes Systems and telecommunications capabilities outsourced/Subcontracted by the Recipient.

State — State of Florida.

State Holiday – Includes the following days: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, and Christmas Day.

Subcontract — An agreement entered into by the Recipient and a subcontractor for provision of administrative services on its behalf.

Subcontractor — Any person or entity with which the Recipient has contracted or delegated, by use of a Subcontract, some of its functions, services, or responsibilities for providing Transportation Services under this Agreement.

Surface Mail — Mail delivery via land, sea, or air, rather than via electronic transmission.

Surplus — Net worth, i.e., total assets minus total liabilities.

System Unavailability — As measured within the Recipient's Information Systems Span of Control, when a system user does not get the complete, correct full-screen

response to an input command within three (3) minutes after depressing the "Enter" or other function key.

Systems — See Information Systems.

Temporary Assistance for Needy Families (TANF) — Public financial assistance provided to low-income families.

Transportation — An appropriate means of conveyance furnished to a Medicaid Beneficiary to obtain Medicaid compensable services.

Transportation Provider — A person or entity that is eligible to provide Medicaid Transportation Services and has a contractual agreement with the Recipient or Subcontractor to provide Medicaid Transportation Services. A Transportation Provider must be Licensed in accordance with the applicable laws of the State in which it furnishes Transportation Services. A Subcontractor may act as a Transportation Provider.

Transportation Provider Agreement — An agreement between the Recipient or Subcontractor and a Transportation Provider as described above.

Transportation Record — Documents corresponding to Transportation Services furnished by the Recipient. The records may be on paper, magnetic material, film, or other media. In order to qualify as a basis for reimbursement, the records must be dated, legible, and signed or otherwise attested to, as appropriate to the media.

Transportation Services — See "Covered Services."

Trip — Transport of a Medicaid Beneficiary one way, from pickup to destination for the purpose of receiving Medicaid compensable services.

Urgent Care — Services for conditions, which, though not life-threatening, could result in serious injury or disability unless medical attention is received (e.g., high fever, animal bites, fractures, severe pain, etc.) or substantially restrict a Medicaid Beneficiary's activity (e.g., infectious illnesses, flu, respiratory ailments, etc.), require Transportation Services to medical services in which advance scheduling is not possible (e.g., sudden illness, an accident, or follow up laboratory work or tests), or Hospital/facility inpatient or outpatient discharges after normal business hours.

Urgent Trip — A Trip relating to:

- (1) Urgent Care;
- (2) Hospital/facility inpatient and outpatient discharges; and
- (3) Emergency room discharges.

Validation — The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accord with standards for data collection and analysis.

Violation — A determination by the Agency, in its sole discretion, that the Recipient, or one of the Recipient's Subcontractors or Transportation Providers, failed to act as specified in this Agreement or applicable statutes, rules, or regulations governing Medicaid Vendors. The Agency shall consider each day that an ongoing Violation continues, for the purposes of this Agreement, to be a separate Violation. In addition, the Agency shall consider each instance of failing to furnish necessary and/or required Transportation Services to Medicaid Beneficiaries, for purposes of this Agreement, to be a separate Violation. As well, the Agency shall consider each day that the Recipient, or one of the Recipient's Subcontractors or Transportation Providers, fails to furnish necessary and/or required Transportation Services to Medicaid Beneficiaries, for purposes of this Agreement, to be a separate Violation.

Will Call – A scheduled Trip that could not be fulfilled within the timeframes of this Agreement leading to the Transportation Provider making an unscheduled Medicaid compensable Trip. Example – a Medicaid Beneficiary notifies the Transportation Provider that a doctor is running later than originally scheduled and asks to reschedule his or her Trip to his or her destination. When the Medicaid Beneficiary notifies the Transportation Provider that he or she is ready for pick up, the Transportation Provider puts in a Will Call pick up order to its driver to pick up the Medicaid Beneficiary and take him or her to his or her destination.

B. Acronyms

AHCA – Agency for Health Care Administration

ALF – Assisted Living Facility

ALS – Advanced Life Support

BLS – Basic Life Support

CAP – Corrective Action Plan

CFR – Code of Federal Regulations

CTAA – Community Transportation Association of America

DCF – Department of Children & Families

DHHS – United States Department of Health & Human Services

DJJ – Department of Juvenile Justice

EDI – Electronic Data Interchange

EQR – External Quality Review

EQRO – External Quality Review Organization

FAC – Florida Administrative Code

FTE – Full Time Equivalent Position

HCBS – Home and Community Based Services Waiver

HIPAA – Health Insurance Portability & Accountability Act

LCB – Local Coordinating Board

LEIE – List of Excluded Individuals & Entities

MCO – Managed Care Organization

MFCU – Medicaid Fraud Control Unit of the Florida Attorney General's Office

MPI – Bureau of Medicaid Program Integrity, a part of the Agency

NET – Non-Emergency Transportation services

ODBC – Open Database Connectivity

PM – Performance Measure
PRTS – Purchased Residential Treatment Services
QI – Quality Improvement
QIP – Quality Improvement Program
RHC – Rural Health Clinic
SAMH – Substance Abuse & Mental Health District
SFTP – Secure File Transfer Protocol
SOBRA – Sixth Omnibus Budget Reconciliation Act
SQL – Structured Query Language
SSI – Supplemental Security Income
UM – Utilization Management