

MART MASSHEALTH TRANSPORTATION PROGRAM
DESCRIPTION AND ADDITIONAL CONTRACT PERFORMANCE STANDARDS
FY2011

A. DEFINITIONS: The following key definitions apply to this document.

MassHealth – The Commonwealth MassHealth (previously the Division of Medical Assistance).

Ambulatory Transportation – transportation provided by any of several types of vehicles, including passenger sedans and station wagons, vans, or mini-buses, which are used to transport persons on a demand-response, individual or shared ride basis, and are licensed by the city or town in which the operating business is located. Examples of these vehicles are taxis, liveries and dial-a-ride vehicles. Such transportation is primarily intended for persons who are ambulatory and are able to travel without significant assistance.

Chair Car – transportation provided by a motor vehicle that is specifically equipped to carry one or more persons who are confined to a wheelchair(s) or who have significant mobility handicaps. Such vehicles must be equipped with a manual or motorized lift and have suitable wheelchair tie-down restraints.

The Broker – The Montachusett Regional Transit Authority (MART), which has contracted with MassHealth to arrange appropriate (i.e., Taxi, Dial-A-Ride, or Chair Car) transportation for MassHealth Eligible Members via a coordinated network of transportation subcontractors.

Covered Services – Ambulatory Transportation or Non-Ambulatory Transportation provided by Broker, or it's Contractor(s), to Eligible Members for the purpose of receiving a MassHealth Reimbursable Service.

Demand Response – transportation provided in response to a request for transportation to a MassHealth Standard and MassHealth CommonHealth covered medical service initiated by or on behalf of a Member.

Eligible Member – An individual who is determined eligible, by MassHealth or by a contractor or agency acting on MassHealth's behalf, to receive Ambulatory Transportation or Non-Ambulatory Transportation services under a MassHealth Benefit Plan.

Loaded Mile – the distance traveled while a Member is in the vehicle.

Non-Ambulatory Transportation – same as Chair Car transportation.

One Way Trip – transportation of an Eligible Member between the point of pickup and the point of destination as indicated on the authorizing PT-1 Form. Transportation to the authorized point of destination and transportation from the authorized point of transportation are each considered to be a One-Way Trip.

Regional Area – the cities and towns for which the Broker has the responsibility to arrange or provide Covered Services for Eligible Members residing in those areas to MassHealth reimbursable services.

Regular Hours – transportation provided by the Broker or Contractor(s) wherein the originating pick-up of the Member is between the hours of 7:30 a.m. to 5:00 p.m. Monday through Friday, excluding federal and state holidays.

Second Attendant – an employee of the Broker or Contractor(s) that serves to assist in carrying Members requiring assistance due to severe limits of ambulation. This assistance may consist of the following, but is

not limited to, carrying Members requiring assistance up and down stairways and in and out of an authorized transportation vehicle.

Shared Ride – transportation to one or more approved destinations provided to two or more Members simultaneously riding in the same vehicle for the purpose of receiving MassHealth Reimbursable Services.

Subcontractor – transportation providers who contract with the Broker to furnish transportation to MassHealth Eligible Members as directed by the Broker.

Taxi/Livery – a motor vehicle for hire that is used to transport persons and is licensed by the city or town in which the business is located.

B. MassHealth Customer Service

The users of the service will include Ambulatory and Non-Ambulatory Members as deemed eligible by MassHealth or agency acting on the MassHealth's behalf.

C. MassHealth will verify that service has actually been provided by telephoning a sample of Members on a monthly basis.

D. The Montachusett Regional Transit Authority (MART/Broker)

1. Member/Trip Eligibility

- a. Maintain a file of MassHealth Prescription for Transportation (PT-1) Forms.
- b. Receive and process verbal authorizations from MassHealth.
- c. Establish and maintain communications capability from 8:00a.m. – 5:00p.m. on weekdays excluding federal and state approved holidays.
- d. Validate trip requests against PT-1 Forms.
- e. Accept all reservations for eligible trips and advise each client of the name and phone number of the carrier to whom the trip is assigned. Requests for non-emergency or urgent trips that are received later than 24 hours prior to the trip date may be accepted at the discretion of MART.

2. Qualify contractors in accordance with the requirements of MassHealth and the Executive Office of Transportation and Construction and those developed by MART.

3. Trip Assignments

- a. Assign trip requests to Contractors electronically via MART's Vendor Portal. Telephone or fax will be used as back up for Vendor Portal if necessary. Make available written trip information via Vendor Portal.
- b. Specify any special requests that pertain to a particular trip, e.g., the need for a lift, the type of wheelchair, the need for assistance, the need for specific equipment, the need for an individual ride, the provision of a second attendant, the scheduling of the trip with another concurrent trip or number of allowable escorts.
- c. Receive and process cancellations of trips and notify Contractors of cancellations of trip(s) that have already been submitted to the Contractors.

4. Service Monitoring
 - a. Require all Contractors to comply with the standards and requirements regarding their vehicles and drivers that are used to provide MassHealth-covered, non-emergency or urgent transportation services, and service standards, as specified below in Section E, Responsibilities of the Contractor.
 - b. Establish appropriate procedures for verifying and ensuring that any particular passenger trip has been performed in a timely and otherwise satisfactory manner by any subcontractor.

5. Record Keeping and Billing

- a. The Broker will bill MassHealth for services rendered and be paid through MassHealth's MMIS claims processing system along with any management reporting documentation required by MassHealth. The Broker shall bill the MassHealth on a timely basis and according to MassHealth's MMIS Billing manuals.
- b. Be solely responsible for promptly and fully reimbursing allowable payments to subcontractors for providing covered transportation services. The Broker shall reimburse subcontractors within thirty (30) to forty-five (45) days from date the Broker receives an accurate invoice. The Broker is not responsible for reimbursing Contractors for trips not authorized by the Broker; trips canceled, or trips not provided due to Mass Health Member error. However, payments may be delayed due to incorrect invoicing or late submittal of invoices. Late invoices are subject to fines.

- E. Responsibilities of the Contractor

1. Driver Requirements

- a. The Broker reserves the right to determine the qualifications of drivers to be utilized in the provision of transportation service to MassHealth Member under this program.
- b. Require for all round trips that drivers provide clients with written information as to company name and phone number to call for return trip.
- c. Require that drivers do not leave a vehicle unattended when clients are in the vehicle, except in an emergency. In such an emergency, clients may be left in the vehicle or removed to the surrounding environment, whichever is safer. The vehicle must be properly secured (e.g. turn off engine, remove car keys). This section does not apply to circumstances when a driver leaves the vehicle to assist clients in entering and leaving the vehicle. The Contractor shall also require that only the driver shall occupy the driver's seat.
- d. Drivers shall be paid the Prevailing Wage rate as determined by the Department of Labor and Industries for the Commonwealth under the provisions of Chapter 729, Acts of 1962.
- e. The Broker reserves the right to request the removal of any driver. The drivers name must be supplied to the Broker upon request.
- f. Assure that drivers, after discharging all consumers on a route (inbound and outbound), physically inspect the entire of the interior section of the vehicle to insure that all consumers have exited and no consumer belongings have been left behind.

2. Administrative

- a. Receive trip scheduling from the Broker electronically via MART's Vendor Portal. Telephone or fax will be used as back up for Vendor Portal if necessary. Receive written trip information via Vendor Portal.
 1. Contractors must have internet access at all times even while out on the road.
 2. Trips will be stamped with loaded mileage and fare for trip at the time of posting to the Vendor Portal, any dispute to the mileage and/or fare of the trip must be addressed by contractor before accepting trip. No adjustments will be accepted via invoicing period.
 3. Contractors unable to accept a trip request must return said trip by 2:30 pm two (2) business days prior to date of service. MART recognizes the following holidays: **New Years Day, Martin Luther King Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day;** the office will be closed therefore, vendors are required to submit work via the portal accordingly. Failure to return work by the 2:30 pm deadline will result in a fine of \$25.00 per person. Continued failure to respond may result in additional fines or other action taken by MART.
- b. Contractors temporarily closing their offices (not accepting work) for any given timeframe must provide written notification to the Broker at least one week prior to closing date.
- c. Receive and process cancellations from the Broker or clients. Notify the Broker immediately via Vendor Portal of any cancellations, no shows or cancel upon arrivals.
- d. Treat all client information as confidential.
- e. The Contractor will be required to maintain records on the following information. This data must be maintained for a minimum of three (3) years.
 - (1) The name(s) of the Member transported.
 - (2) The date and time of service.
 - (3) The pick-up and drop-off time of each passenger and loaded miles of the trip.
 - (4) The ID number of the vehicle providing service.
 - (5) The name of the driver providing service.
 - (6) Vehicle/Maintenance/Inspection records.
 - (7) MART authorization number.
 - (8) Complaint/Incident reports
 - (a) Contractor shall respond in writing to the Broker Passenger Service Reports within two (2) business days via MART's Vendor Portal. Failure to respond to the Passenger Service Report by the designated deadline will result in a fine of \$25.00. Continued failure to respond may result in additional fines or other action taken by MART.

- (b) Contractor shall report immediately to the Broker any service complaints received.
 - (c) Advise the Broker via MART's Vendor Portal of all circumstances of client misconduct.
- (9) Report basis via MART's Vendor Portal.

3. Invoicing

- a. Submit accurate invoices to the Broker on a twice-monthly basis (1st to 15th/16th to 31st) basis and with such documentation as the Broker may require for each trip authorized by the Broker and provided by the Contractor. The Broker may reserve the right to change the invoicing process from twice-monthly basis to daily or weekly. Contractors should use the most direct (shortest) route for all trips. The Broker reserves the right to correct inaccurate mileage. If the Contractor does not agree with mileage from the most direct (shortest) route they may send detailed route along with an explanation to the Broker.
- b. Contractor will be required to submit invoices electronically (via Vendor Portal) in coordination with the Broker. In order to process electronic invoices the Contractor will need to have internet access as well as specific computer software capable of downloading a CVS file (hard copy for your files).
 - 1. Invoices are submitted with an Invoice Cover Sheet via Vendor Portal with electronic signature capability. This electronic signature sent via Vendor Portal represents an original signature and is accepted by both parties. This will be indicated as such on the invoice cover sheet. Failure to process finalized coversheets in a timely manner will result in delayed payment to the vendor.
- c. The Broker can only be billed for actual trips provided. No shows and/or cancel upon arrivals will not be reimbursed. Mileage must be accurate and distinguish only loaded miles.
- d. MART will only pay total loaded mileage for a shared ride group. The total cost of the shared ride group will be divided equally among all clients in the group. The loaded mileage and fare for the shared ride group will be stamped at the time of assignment to the contractor and will remain in effect for the duration of the shared ride group. Any significant changes to the group will result in re-evaluation of the group. MART reserves the right to dissolve or reassign shared ride groups.
- e. Any invoicing of services not provided **or provided to an unauthorized location** constitute fraudulent billing and will be reported to MassHealth and may be forwarded by MassHealth to the MassHealth Fraud unit and the Attorney General's office.
 - 1. MassHealth Fine Schedule for Fraudulent Invoicing
 - First incident: \$50.00 per person per billing cycle; plus 20% of the total dollar amount over invoiced.
 - Second incident: \$100.00 per person per billing cycle; plus 40% of the total dollar amount over invoiced.
 - Third incident: \$150.00 per person per billing cycle; plus 60% of the total dollar amount over invoiced.
 - Fourth Incident: \$200.00 per person per billing cycle; plus 80% of the total dollar amount over invoiced.

The Fifth: incident will result in a 15 to 60 day suspension of work as determined by the Administrator. Following a suspension, future incidents may result in a longer suspension period or contract termination of current contract as well as a bar to participate in any future contracts as determined by the Administrator.

2. The vendor's history of fraudulent invoicing incidents will carry over each fiscal year.

4. Reimbursement For Service

Contractors will be reimbursed by the Broker for provision of authorized service based on the negotiated rate structure. The Contractors will invoice the Broker for authorized trips provided according to negotiated contractual rates subject to submission of supporting trip documentation and accurate invoices.

- a. Rate adjustments will be accepted on a monthly basis only. Rate changes must be submitted by the 10th of the prior month. A new rate agreement will be sent to the vendor for signature. The new rates will not be applied until the signed rate agreement is returned to the Broker. If a signed rate agreement is not returned to the broker at least two days prior to the scheduled implementation date (1st of the month), the rates changes will not be applied. Applied rate changes will be final. Monthly rate changes will not apply to existing standing order trips.
- b. Rate changes will not be accepted during the month of May for June. The Broker will be processing contract renewals for July and rate changes will only be accepted for the July 1st contract renewal.
- c. Standing Order Trips will be stamped with the loaded mileage and fare at time of assignment and will remain in effect for the duration of the standing order.
- d. The Broker reserves the right to re-assign daily trips/standing order trips with minimal notification to the vendor.

5. Service Standards

- a. Shared rides should be implemented whenever possible. Shared ride groups implemented by MART must be adhered to. A vendor must receive prior approval from a MART representative before changing and/or separating a shared ride group. All shared rides must be noted as such on submitted invoices. This means that vehicles may be routed to pick-up or drop-off passengers enroute to other passenger(s)' origins or destinations, in order to allow a greater number of passengers to be carried with available vehicles. The Broker reserves the right to limit shared rides if they create excessive travel time for passengers or are otherwise deemed not to be in the best interests of the member. Passenger travel time on the vehicle cannot exceed one and one half hours (1 ½).
- b. Members shall be picked up on a timely basis. Contractors must notify the Broker within fifteen (15) minutes of scheduled pickup if their vehicle is going to be late.
- c. Drivers must wait five (5) minutes after notifying client of arrival. Notification should include going to the door. Before the driver leaves the pick up location the driver must call their company office. The Contractor must attempt to call the client directly.
- d. Members shall be picked up within one (1) hour of their phone call for return trips; this only applies to "will calls for return trips". If the member has a set return time, the contractor must notify the Broker within fifteen (15) minutes of scheduled pick up if their vehicle is going to be late.

- e. Personal Care Attendants (PCAs) and authorized escorts ride at no charge to Members or escorts.
- f. Trips must be only to the addresses authorized by the Broker.
- g. The Broker reserves the right to require on-going evaluation procedures. Non-performance or deterioration of quality of service may result in termination of the contract.
- h. The Broker will monitor equipment and service performance.
- i. The Broker reserves the right to request a change in operator/driver or attendant for any service, for any reason.
- j. The Broker reserves the right to refuse payment for service that is late or of poor quality.
- k. The Broker will implement the following administrative action for service problems.
 - 1. FIRST INCIDENT – Fine of \$25.00 or withhold payment.
 - 2. SECOND INCIDENT – Fine of \$50.00 or withhold payment.
 - 3. THIRD INCIDENT – Fine of \$75.00 or withhold payment.
 - 4. FOURTH INCIDENT – Fine of \$100.00.
 - 5. FIFTH INCIDENT – Fine of \$150.00.
 - 6. SUBSEQUENT INCIDENT – Termination of Contract.

Upon notification to the vendor, the Broker reserves the right to increase the fine amount, change the sequence of warnings and fines, or terminate the contract. This same procedure of warnings, fines, and termination will apply to all other issues regarding violations of contract standards. The Broker may also request follow up trainings as well as action plans as warranted.

6. Termination of Agreement

a. Without Cause

Either party may, upon sixty (60) calendar days' written notice to the other, terminate this Agreement for any reason without liability for any termination costs; provided, however, that any such termination shall not offset any obligations or liabilities of either party which have accrued prior to such termination.

b. For Cause

If either party fails to provide required services, or otherwise failing to fulfill its obligations, either party may terminate this Agreement by giving written notice to the other at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the aggrieved party. Except in cases of gross

misconduct and/or endangerment issues which may result in termination immediately upon written notification.

c. **Obligation in Event of Termination**

Upon termination of this Agreement, for any reason, all finished or unfinished documents, data, and reports prepared by the Subcontractor pursuant to this Agreement shall become the property of MART.