VERMONT

State of Vermont
Department of Vermont Health Access
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Agency of Human Services
DEPARTMENT OF VERMONT HEALTH ACCESS

MEMORANDUM

TO: Neale F. Lunderville; Secretary, Agency of Administration (AOA)

FROM: Susan Besio; Director, Department of Vermont Health Access (DVHA) Susan W Besio

THROUGH: Robert D. Hofmann; Secretary, Agency of Human Services (AHS) pp for Rob 9/16/10

DATE: September 13, 2010

SUBJECT: Approval for Sole-Source Contract for:
Stagecoach Transportation Services Inc. (Contract # 18264)
Duration is: 10/01/10 – 06/30/11
Value of Contract: $81,931.00

DVHA is requesting approval for a nine-month contract with Stagecoach Transportation Services Inc. This contract is part of the non-emergency medical transportation (NEMT) program with Vermont public transit brokers for beneficiaries enrolled in traditional and Primary Care Plus (PCPlus) Medicaid and the Dr. Dynasaur programs. The brokers also secure transportation for the Reach-Up Program, Disability Determination Services and for the Ladies First Program.

During the 2010 legislative season, DVHA was given a $575k savings target for the NEMT program. These savings will be achieved through the creation of a new NEMT manual which focuses on quality improvement and compliance with utilization rules. This manual was not ready in time for the 7/1/10 contract renewal dates for the NEMT program, so we extended the contracts for three months (with an end date of 9/30/10). Now that the manual is ready, we are prepared to issue new contracts to our NEMT brokers. These new contracts direct brokers to follow the new manual. This nine-month contract will put us back on a schedule that matches our fiscal calendar.

We are requesting permission for a sole-source contract. During the previous fiscal year as well as the first quarter of this year, we were given permission for a sole-source contract with this broker. We considered the option to extend the contract through the end of this fiscal year, but the incorporation of a new manual significantly changed the design of the contract and we were advised to create a new contract with this broker. Vermont has a system of public transit providers that cover regions across the state. This is the only public transit broker in the region affected by this contract.

This contract covers the administrative costs associated with the NEMT program for this broker. The administrative costs in this contract are identical to those paid in the previous fiscal year. Our savings for this program will be achieved through a decrease in utilization of the program. Utilization costs are paid as claims through the Medicaid Management Information System (MMIS) and do not show up as a dollar amount in this contract. We will reduce utilization by identifying and correcting inefficiencies and fraudulent/wasteful utilization.

The funding for this contract will be covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.

APPROVED

Secretary of Administration

REC'D SEP 2 2 2010

Date 10/5/10

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES
STAGECOACH TRANSPORTATION SERVICES INC. (STSI)
State of Vermont
Non-Emergency Medical Transportation (NEMT) Services Contract

1. **Parties:** This is a contract for personal services between the State of Vermont, Agency of Human Services, Department of Vermont Health Access ("DVHA" or "Medicaid") and Stagecoach Transportation Services Inc (STSI), with a principal place of business at PO Box 356, 1 L Street, Randolph, VT 05060 (hereafter called "Contractor/Broker"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this contract is personal services generally on the subject of **Non-Emergency Medical Transportation (NEMT)**. Detailed services to be provided by the Contractor are described in the Medicaid Non-Emergency Medical Transportation (NEMT) Procedure Manual, dated 10/1/10. Only services outlined in that manual are allowed to be billed to DVHA.

3. **Maximum Amount:** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $81,931.00.

4. **Contract Term:** The period of Contractor's performance shall begin on October 1, 2010 and end on June 30, 2011. This contract may be extended by two one year extensions subject to the agreement of both parties.

5. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless mutually agreed upon, added by addendum, and signed by the duly authorized representatives of the State and Contractor.

6. **Prior Approvals:** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

7. Approval by the Attorney General's Office is required. Approval by the Secretary of Administration is required.

8. **Cancellation:** Either party may cancel this contract by giving written notice at least sixty (60) calendar days in advance.

9. **Attachments:** This contract consists of 115 pages including the following attachments, which are incorporated herein:
   Attachment A - Specifications of Work to be Performed
   Attachment B - Payment Provisions
   Attachment C - Customary State Contract Provisions
   Attachment D - Modification of Insurance Requirements
   Attachment E - Business Associate Agreement
   Attachment F - AHS Policy 96-23

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Attachment G - Transportation Authorization Form, Vermont Department for Children and Families, Economic Services Division, Disability Determination Services
Attachment H – Listing & Map of Broker Towns
Attachment I – Contact Information for Special Services Transportation (Urgent Transports) 10-17-08
Attachment J – Special Services Transportation (Urgent Transports): Designated Hospitals 10-17-08
Attachment K – DVHA-220MT: Notice of Decision (Medicaid Transportation)
Attachment L – Reimbursement Rates
Attachment M – Boston Lodging Options
Attachment N – Volunteer Recruitment and Retention (VRR) Summary form
Attachment O – NEMT Procedure Manual

The order of precedence shall be:

1) This document
2) Attachment D
3) Attachment C
4) Attachment A
5) Attachment O
6) Attachment B
7) Attachment E
8) Attachment F
9) Attachment G
10) Attachment H
11) Attachment I
12) Attachment J
13) Attachment K
14) Attachment L
15) Attachment M
16) Attachment N

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

BY THE STATE OF VERMONT:

Date: 10/27/10

Signature: Susan W Besio

Name: Susan W Besio

Title: Commissioner

Agency/Dept.: Human Services / Dept. of Vermont Health Access

BY THE CONTRACTOR:

Date: 10/12/10

Signature: D Palmer

Name: DAVID PALMER

Title: EXECUTIVE DIRECTOR

Phone: 802-728-3773
e-mail: DPALMER@STAGECOACH-RIDES.OR
Alternative Contact: (if any)

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

Non-Emergency Medical Transportation (NEMT) is a covered service for beneficiaries enrolled in traditional and Primary Care Plus (PCPlus) Medicaid and the Dr. Dynasaur programs and is provided through Personal Services Contracts between the State of Vermont, Agency of Human Services (AHS), Department of Vermont Health Access (DVHA) and local public transit brokers. The Vermont areas/towns assigned to each broker are included in this Contract as Attachment H.

In general, the Contractor/Broker secures appropriate NEMT for eligible beneficiaries using volunteer drivers, taxis, vans, buses, etc. and according to the requirements, duties, terms and conditions of this contract. The Contractor is subject to service approval, claims processing and utilization review.

Under this contract, the Contractor/Broker also secures transportation, upon request/authorization, for the Reach-Up Program, Disability Determination Services and for the Ladies First Program.

The Contractor/Broker is contacted directly by Medicaid beneficiaries or by organizations acting on their behalf. These include the Department for Families and Children (DCF), the Vermont Department of Health (VDH), community mental health clinics, hospital social services, the Office of Alcohol and Drug Abuse, the Department of Disabilities, Aging, and Independent Living (DAIL), Area Agencies/Councils on Aging, other state and public offices.

The Contractor/Broker shall administer this NEMT program for their assigned region in accordance with the associated "Non-Emergency Medical Transportation Procedure Manual" (Attachment O) dated 10/01/10. This manual can be amended by DVHA with thirty day notice. If any manual changes have a significant impact on the costs associated with running the NEMT program, both parties shall agree to negotiate in good faith concerning the changes to Attachment B.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment under this contract. The Contractor/Broker will be paid at the billable rates for services actually performed, up to the maximum allowable amount.

1. Summary of Billable Services

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Administrative (General)	Monthly Administrative Fee	Payment for administrative services		$78,147.00	
Volunteer Recruitment and Retention	Pass Through	Limited payment will be made to help offset volunteer mileage incurred for the unnecessary dispatch for Medicaid, under certain circumstances, at the current GSA rate plus $2.94 per incident (a round trip) until the funds for this purpose are exhausted.	Line Item (“VRR”) on Monthly Invoice	$784	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
National Criminal Record Check	Pass Through	Per manual: see Attachment O	Line Item (“NCRC”) on Monthly Invoice	$2,000	Contractor/Broker must retain documents, to make available to the DVHA upon request, which verifies this request for payment.
Taxi: VCIC Checks	Pass Through	Per manual: see Attachment O	Line Item (“Taxi VCIC”) on Monthly Invoice	$1,000	Contractor/Broker must retain documents, to make available to the DVHA upon request, which

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
					verifies this request for payment.
Medicaid/Dr. Dynasaur Transports	Reimbursement Rates per contract Attachment L.	Per manual: see Attachment O		Billed through HP.	Billed through HP.
Special Services Transportation (Medicaid Transports)	Reimbursement Rates per contract Attachment L.	Per manual: see Attachment O		Billed through HP.	Billed through HP.
Special Services Transportation (Non-Medicaid Transports)	Reimbursement Rates per contract Attachment L.	Per manual: see Attachment O		Billed directly to DMH.	Billed directly to DMH.
Special Services Transportation (Administrative)	Per Trip Administrative per contract Attachment L.	Per manual: see Attachment O		Billed directly to DMH.	Billed directly to DMH. $4.18 per trip.
Reach-Up Transports	Reimbursement Rates per contract Attachment L.	Per manual: see Attachment O		Billed directly to DCF.	Billed directly to DCF.
Reach-Up No-Shows	Carrier costs will be reimbursed plus $3.00 per incident (a round trip).	Per manual: see Attachment O		Billed directly to DCF.	Billed directly to DCF.
Disability Determination Services (DDS) Transports	Reimbursement Rates per contract Attachment L.	Per manual: see Attachment O		Billed directly to DDS.	Billed directly to DDS.
Disability Determination Services (DDS) Transports No-Shows	Carrier costs will be reimbursed plus $3.00 per incident (a round trip).	Per manual: see Attachment O		Billed directly to DDS.	Billed directly to DDS.
Ladies First Transports	Reimbursement Rates per contact Attachment L.	Per manual: see Attachment O		Billed through HP.	Billed directly to Ladies First.
MAXIMUM UNDER THIS CONTRACT				**$81,931.00**	

2. Retainage

Contractor/Broker agrees to a 5% retainage from each monthly invoice. The retainage will accumulate during each quarter (3rd quarter: Jan, Feb, Mar; 4th quarter: Apr, May, Jun).

Contractor/Broker can invoice for the retainage after the conclusion of the quarter. The DVHA will pay the retainage to the Contractor/Broker unless it has notified the Contractor/Broker that Contractor/Broker has failed to perform one or more of the requirements set forth in this contract.

The Contractor/Broker may forfeit all or part of the retainage. However, before any suspension or forfeiture of retainage funds occurs, the DVHA will give written notice to the Contractor/Broker of the nature of such failure/breach and provide Contractor/Broker with a 15 calendar day opportunity to cure such failure/breach. If a failure/breach cannot be reasonably cured within such 15 day period, at the DVHA's discretion, the Contractor/Broker may be given a longer period to correct the failure/breach.

The Contractor/Broker and the DVHA may revisit the retainage as part of a contract extension.

3. Basic Invoice Line Items (Example)

(the following examples are intended as a guide for invoicing only)

Example 1: Regular Invoicing		Example 2: Invoicing for Retainage	
2/15/09: Invoice for January 1-31, 2009		4/15/09: Invoice for March 1-31, 2009	
Administrative		Administrative	
Administrative	$13,332	Administrative	$13,332
Less Retainage	($ 667)	Less Retainage	($ 667)
VRR	$ 100	VRR	$ 100
NCRC	$ 65	NCRC	$ 65
Taxi VCIC	$ 20	Retainage Due	$ 2001
Total Due (for Jan)	$12,850	Total Due (for Mar)	$14,831

4. Submission of Invoices

Email Invoices to:
Rob Larkin, Provider Relations Specialist, Department of Vermont Health Access
Email: Robert.Larkin@ahs.state.vt.us

5. No Beneficiary Information with Invoices

Contractor/Broker is not to submit any beneficiary information that identifies a specific beneficiary with invoices. If the DVHA wants the specific beneficiary information that supports billing for VRR, the DVHA will request it. The Contractor/Broker must retain the supporting documentation and provide it to the DVHA upon request.

6. Reimbursement Rates

- Reimbursement Rates are listed in contract Appendix L.
- Contractor/Broker's direct transportation costs will be reimbursed at the usual and customary rates charged to the general public.
- Reimbursement rates charged under this contract can only be changed upon prior review by DVHA and with DVHA's approval. If taxi rates change during the term of this contract, Contractor/Broker must notify DVHA and receive DVHA's approval of the new rates prior to charging the new rate.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability*:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$***_____ per occurrence, and ***$_____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit

conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State

of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or
b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

ATTACHMENT D
MODIFICATION OF INSURANCE REQUIREMENTS

The requirements contained in Attachment C, Section 6 are hereby modified to include:

Contractor/Broker is required to meet all requirements of Attachment C, Section 6.

Contractor/Broker shall be additionally responsible for the following regarding use of taxis, subcontractors and volunteer drivers:

Contractor/Broker is required to have volunteers included as Hired and Non-Owned for insurance coverage equal to the requirements of Attachment C, Section 6. Worker's Compensation law in Vermont does not require coverage for volunteers.

Contractor/Broker shall require subcontractors to have coverage equal to or greater than the requirements of Attachment C, Section 6.

Contractor/Broker shall require taxi companies to have Automotive Liability limits of coverage not less than: $500,000 combined single limit and otherwise comply with the requirements of Attachment C, Section 6.

Contractor/Broker shall instruct each volunteer to notify its automobile insurance company of the volunteer work that he/she is doing for the Contractor/Broker and to secure any necessary endorsements to his/her policy with respect to such volunteer work.

Contractor/Broker will include volunteers as additional insureds under general liability and automotive liability coverage. This extension to specifically include hired and non-owned coverage under auto liability.

Approval:

Assistant Attorney General: _____

Date: _____

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF (_____INSERT DEPARTMENT, OFFICE, OR DIVISION) **("COVERED ENTITY") AND** (_____INSERT NAME OF THE CONTRACTOR) **("BUSINESS ASSOCIATE") AS OF** (_____INSERT DATE) **("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.**

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule") and the Security Standards at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

1. **Definitions**. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

2. **Permitted and Required Uses/Disclosures of PHI**.

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes

authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities**. Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b)
the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards**. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Documenting and Reporting Breaches**.

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low

risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

7. **Providing Notice of Breaches.**

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or
obtain additional information, as set forth in 45 CFR §164.404(c).

7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.

8. **Agreements by Third Parties**. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate

may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. **Access to PHI**. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

10. **Amendment of PHI**. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

11. **Accounting of Disclosures**. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

12. **Books and Records**. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

13. **Termination.**

13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.

13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide
an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that

cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. <u>Return/Destruction of PHI</u>.

14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

15. <u>Penalties and Training</u>. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

16. <u>Security Rule Obligations</u>. The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity

as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. <u>Miscellaneous</u>.

17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.

17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.

17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(AHS Rev: 8/31/10)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

   Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

   Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

   Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

   Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

   Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Contractor agrees to comply with the non-discrimination requirements of

Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

   Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

   Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

   Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A.

§4919(a)(3) & 33 V.S.A. §6911 (c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

    The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

    If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

    The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to

store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

    1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

    The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12-08-09

ATTACHMENT H – LISTING AND MAP OF BROKER TOWNS

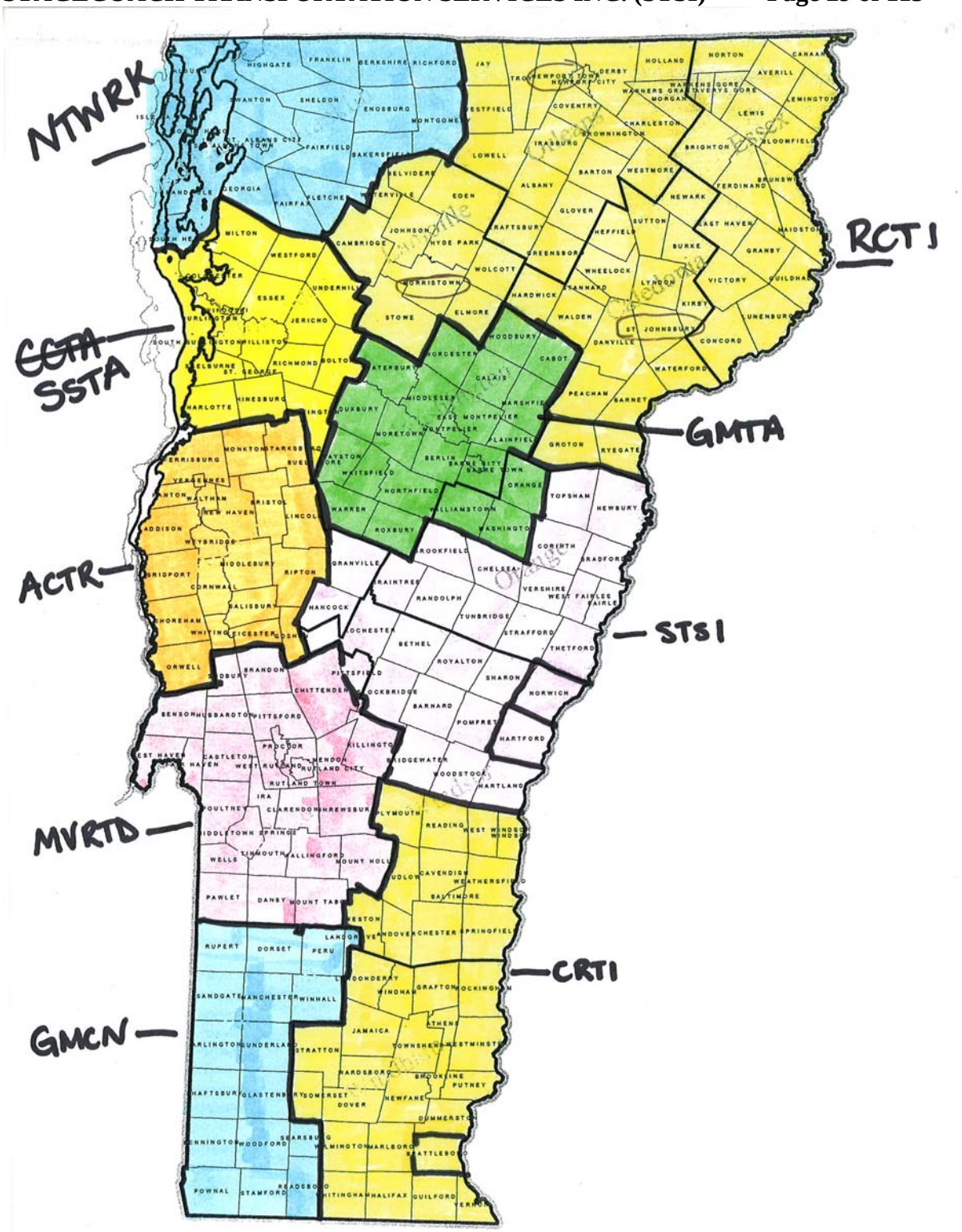
TOWN	BROKER	TOWN	BROKER
Albany	RCT	Craftsbury Common	RCT
Alburg	GMTA	Cuttingsville	MVRTD
Arlington	GMCN		
Ascutney	CRTI	Danby	MVRTD
Averill	RCT	Danville	RCT
		Derby	RCT
Bakersfield	GMTA	Derby Center	RCT
Barnard	STSI	Derby Line	RCT
Barnet	RCT	Dorset	GMCN
Barre	GMTA		
Barton	RCT	East Arlington	GMCN
Bartonsville	GMTA	East Barre	GMTA
Beebe Plain	RCT	East Berkshire	GMTA
Beecher Falls	RCT	East Burke	RCT
Bellows Falls	CRTI	East Calais	GMTA
Belvidere Center	RCT	East Charleston	RCT
Bennington	GMCN	East Concord	RCT
Benson	MVRTD	East Corinth	STSI
Bethel	STSI	East Dorset	GMCN
Bolton	SSTA	East Dover	CRTI
Bomoseen	MVRTD	East Fairfield	GMTA
Bondville	GMCN	East Hardwick	RCT
Bradford	STSI	East Haven	RCT
Brandon	MVRTD	East Middlebury	ACTR
Brattleboro	CRTI	East Montpelier	GMTA
Bridgewater	STSI	East Poultney	MVRTD
Bridgewater Corners	STSI	East Randolph	STSI
Bridport	ACTR	East Rygate	RCT
Bristol	ACTR	East St. Johnsbury	RCT
Brookfield	STSI	East Thetford	STSI
Brownsville	CRTI	East Wallingford	MVRTD
Burlington	SSTA	Eden	RCT
		Eden Mills	RCT
Cabot	GMTA	Ely	STSI
Calais	GMTA	Enosburg Falls	GMTA
Cambridge	RCT	Essex	SSTA
Cambridgeport	CRTI	Essex Junction	SSTA
Canaan	RCT		
Castleton	MVRTD	Fairfax	GMTA
Cavendish	CRTI	Fairfield	GMTA
Center Rutland	MVRTD	Fair Haven	MVRTD
Charlotte	SSTA	Fairlee	STSI
Chelsea	STSI	Ferrisburg	ACTR
Chester	CRTI	Florence	MVRTD
Chittenden	MVRTD	Forestdale	MVRTD
Colchester	SSTA	Franklin	GMTA

Concord	RCT		
Corinth	STSI	Gaysville	STSI
Coventry	RCT	Gilman	RCT
Craftsbury	RCT	Glover	RCT
TOWN	BROKER	TOWN	BROKER
Grafton	CRTI	Manchester	GMCN
Granby	RCT	Manchester Center	GMCN
Grand Isle	GMTA	Marlboro	CRTI
Graniteville	GMTA	Marshfield	GMTA
Granville	STSI	Mcindoe Falls	RCT
Greensboro	RCT	Middlebury	ACTR
Greensboro Bend	RCT	Middletown Springs	MVRTD
Groton	RCT	Milton	SSTA
Guildhall	RCT	Monkton	ACTR
		Montgomery	GMTA
Hancock	STSI	Montgomery Center	GMTA
Hardwick	RCT	Montpelier	GMTA
Hartford	STSI	Moretown	GMTA
Hartland	STSI	Morgan	RCT
Hartland Four Crnrs	STSI	Morgan Center	RCT
Healdville	MVRTD	Morrisville	RCT
Highgate Center	GMTA	Moscow	RCT
Highgate Springs	GMTA	Mount Holly	MVRTD
Hinesburg	SSTA		
Hubbardton	MVRTD	Newbury	STSI
Hunnington	SSTA	Newfane	CRTI
Hunnington Center	SSTA	New Haven	ACTR
Hyde Park	RCT	Newport	RCT
Hydeville	MVRTD	Newport Center	RCT
		North Bennington	GMCN
Irasburg	RCT	North Clarendon	MVRTD
Island Pond	RCT	North Concord	RCT
Isle La Motte	GMTA	North Ferrisburg	ACTR
		North Hartland	STSI
Jacksonville	CRTI	North Hero	GMTA
Jamaica	CRTI	North Hyde Park	RCT
Jay	RCT	North Montpelier	GMTA
Jeffersonville	RCT	North Pomfret	STSI
Jericho	SSTA	North Pownal	GMCN
Jericho Center	SSTA	North Springfield	CRTI
Johnson	RCT	North Thetford	STSI
Jonesville	SSTA	North Troy	RCT
		Northfield	GMTA
Killington	MVRTD	Northfield Falls	GMTA
		Norton	RCT
Lake Elmore	RCT	Norwich	STSI
Leicester Junction	ACTR		

Londonberry	CRTI	Orange	GMTA
Lowell	RCT	Orleans	RCT
Lower Waterford	RCT	Orwell	ACTR
Ludlow	CRTI		
Lunenburg	RCT	Passumpsic	RCT
Lyndon	RCT	Pawlet	MVRTD
Lyndon Center	RCT	Peacham	RCT
Lyndonville	RCT	Perkinsville	CRTI
TOWN	BROKER	TOWN	BROKER
Peru	GMCN	South Pomfret	STSI
Pittsfield	STSI	South Royalton	STSI
Pittsford	MVRTD	South Ryegate	RCT
Plainfield	GMTA	South Strafford	STSI
Plymouth	CRTI	South Wallingford	MVRTD
Post Mills	STSI	South Woodbury	RCT
Poultney	MVRTD	South Woodstock	STSI
Pownal	GMCN	Springfield	CRTI
Proctor	MVRTD	Stamford	GMCN
Proctorsville	CRTI	Starksboro	ACTR
Putney	CRTI	Stockbridge	STSI
		Stowe	RCT
Quechee	STSI	Strafford	STSI
		Stratton Mountain	CRTI
Randolph	STSI	Swanton	GMTA
Randolph Center	STSI		
Reading	CRTI	Taftsville	STSI
Readsboro	GMCN	Thetford	STSI
Richford	GMTA	Thetford Center	STSI
Richmond	SSTA	Topsham	STSI
Ripton	ACTR	Townshend	CRTI
Riverton	GMTA	Troy	RCT
Rochester	STSI	Tunbridge	STSI
Roxbury	GMTA		
Royalton	STSI	Underhill	SSTA
Rupert	GMCN	Underhill Center	SSTA
Rutland	MVRTD		
Ryegate	RCT	Vergennes	ACTR
		Vernon	CRTI
St. Albans	GMTA	Vershire	STSI
St. Albans Bay	GMTA		
St. George	SSTA	Waitsfield	GMTA
St. Johnsbury	RCT	Wallingford	MVRTD
St. Johnsbury CTR	RCT	Wardsboro	CRTI
Salisbury	ACTR	Warren	GMTA
Saxton's River	CRTI	Washington	GMTA
Shaftsbury	GMCN	Waterbury	RCT
Sharon	STSI	Waterbury Center	RCT

Sheffield	RCT	Waterville	RCT
Shelburn	SSTA	Websterville	GMTA
Sheldon	GMTA	Wells	MVRTD
Sheldon Springs	GMTA	Wells River	STSI
Shoreham	ACTR	West Barnet	RCT
South Barre	GMTA	West Brattleboro	CRTI
South Dorset	GMCN	West Burke	RCT
South Hero	GMTA	West Charleston	RCT
South Londonderry	CRTI	West Danville	RCT
South Lunenburg	RCT	West Dover	CRTI
South Newbury	STSI	West Dummerston	CRTI
South Newfane	CRTI	West Fairlee	STSI

TOWN	BROKER
Westfield	RCT
Westford	SSTA
West Glover	RCT
West Halifax	CRTI
West Hartford	STSI
Westminister	CRTI
Westminister Station	CRTI
West Newbury	STSI
Weston	CRTI
West Pawlet	MVRTD
Wesr Rupert	GMCN
West Rutland	MVRTD
West Topsham	STSI
West Townshend	CRTI
West Wardsboro	CRTI
White River Jct	STSI
Whiting	ACTR
Wilder	STSI
Williamstown	GMTA
Williston	SSTA
Willington	CRTI
Windham	CRTI
Windsor	CRTI
Winooski	SSTA
Wolcott	RCT
Woodbury	GMTA
Woodstock	STSI
Worcester	GMTA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CRT1
GMCN

ATTACHMENT I
CONTACT INFORMATION FOR URGENT TRANSPORTS
As of 10-17-08

Transportation Agency	Region/Location	Executive Director	Name	Telephone	Special Instructions
Addison County Transit	Addison County	Jim Moulton	Shari Lutton or	802-388-1946	7:00AM-5:00PM
Resourses (ACTR)	Middlebury, VT		Dispatcher on Duty		M-F
ACTR NIGHTS &			Reggie LaRose	802-870-7073	5:00PM-7:00AM
WEEKENDS				802-989-8985	
Rural Communty	Caledonia/Orange County	Mary Grant	Sara Wright	802-748-8170	7:30AM-4:30PM
Transportation, Inc.					
(RCT) St. Johnsbury					
RCT ST.JOHNSBURY			Pager	802-283-8870	After Hours
Nights & Weekends					
RCT NEWPORT	Essex/Orleans County		Sara Wright	802-334-0243	7:30AM-4:00PM
RCT NEWPORT			Pager	802-283-8870	After Hours
Nights & Weekends					
RCT MORRISVILLE	Lamoille/Washington County		Angel Noel	802-888-6200	7:30AM-4:00PM
			Tasha Green		
RCT MORRISVILLE			Pager	802-283-4216	After Hours
Nights & Weekends					
Special Services	Chittenden, Franklin &	Murray Benner		802-878-1527	Primary
Transportation Agncy	Grand Isle Counties			802-879-9500	5:30AM-5:00PM
(SSTA)	Colchester, VT			802-363-7797	M-F
					Nights & Weekends
SSTA NIGHTS &			Doug Larson	802-372-3825	Secondary
WEEKENDS				802-355-2539	Nights &
					Weekends
Connecticut River	Windsor & Windham	Gary Fox	Dispatch	802-885-5162	7:45AM-4:30PM
Transit (CRT)	Counties				
	Springfield, VT				
CRT NIGHTS &			Dispatch Pager	802-283-5935	Nights & Weekends
WEEKENDS			Brian Waterman	802-345-4166	
Marble Valley Regional	Rutland County	Larry Dreier	Dispatch	802-773-3244 x-117	Monday-Sunday
Transit District (MVRTD)	Rutland, VT				7:00AM-10:00PM
MVRTD NIGHTS			Virginia Thompson	802-773-7669	Monday-Sunday
			Ken Putnam	802-247-8176	10:00AM-7:00PM
				802-779-2142	
			Minga Dana	802-259-2471	
Green Mountain	Bennington County	Donna Baker	Jay Skelly	802-447-0477	8:00AM-5:00PM
Community Network, Inc.	Bennington, VT				M-F
(GMCN)					
GMCN NIGHTS &			On Duty Officer	802-447-0477	Follow Prompt for
WEEKENDS					Transportation

ATTACHMENT J
SPECIAL SERVICES TRANSPORTATION: DESIGNATED HOSPITALS
As of 10-17-08

Fletcher Allen Health Care, Burlington
Central Vermont Hospital, Barre
Rutland Regional Medical Center, Rutland
Springfield hospital, Rockingham campus
Retreat Healthcare (Brattleboro Retreat), Brattleboro

CLARA MARTIN CENTER	TEL: 728-4466
11 Main Street	FAX: 728-4197
PO Box G	
Randolph, VT 05060	
Executive Director	Linda Chambers
Children's & Family Director	Joseph Donarum
Emergency Service's Coordinator	Marilyn Petty
Counseling Services of Addison County	TEL: 388-6751
89 Main Street	FAX: 388-3108
Middlebury, VT 05753	
Executive Director	Robert Thorn, Ph.D.
Director of Youth & Family Services	Cheryl Huntley 388-0302 ext.493
Emergency Services Coordinator	Don Pepe – 388-3468
Health Care & Rehabilitation Services of	TEL: 463-3947
Southeastern Vermont	FAX: 469-1202
One Hospital Court, Suite 410	
Bellows Falls, VT 05101	
Executive Director	Judith Hayward
Adult Outpatient Director	Will Shakespeare
Children's Outpatient Director	Ruth Kibby
Emergency Services Coordinator	Frank Silfies
Howard Center for Human Services	TEL: 658-0400
300 Flynn Avenue	FAX: 865-6117
Burlington, VT 05401	
Executive Director	Todd Centybear
Children's Director	Catherine Simonson – 863-1325
Outpatient Coordinators	Jon Coffin, Mike Palombo
Emergency Services Coordinator	Sheryl Bellman
Lamoille County Mental Health Services	TEL: 888-4914
520 Washington Highway	FAX: 888-5916
Morrisville, VT 05661	
Executive Director	William Alexander
Child & Family Services Director	Jim McDonald
Emergency Services Director	Jim Berry
Northeast Kingdom Human Services, Inc.	TEL: 334-6744
154 Duchess Avenue	FAX: 334-7455
P.O. Box 724	
Newport, VT 05855	
Executive Director	Eric Grims
Mental Health and Substance Abuse Services, Director	Cathy W. Rousse

Northwestern Counseling & Support Services	TEL: 524-6554
107 Fisher Pond Road	FAX: 524-7801
St. Albans, VT 05478	
Executive Director	Ted Mable
Adult Behavioral Services Director	
Children, Youth & Family Director	Susan Grady
Crisis/Emergency Team Leader	Tony Stevens
Rutland Mental Health Services	TEL: 775-8224
78 South Main Street	FAX: 775-3307
PO Box 222	
Rutland, VT 05701	
Executive Director	Mark Monson
Adult Outpatient Director	Michael O'Brien
Children's Outpatient Director	Jeffrey McKee
Emergency Services Coordinator	Michael O'Brien
United Counseling Service	TEL: 442-5491
100 Ledge Road	FAX: 442-3363
PO Box 588	
Bennington, VT 05201	
Executive Director	Ralph Provenza
Children's Services Director	Lorna Maki
Adult Outpatient Director	David O'Brien
Emergency Services Coordinator	Victor Martini
Washington County Mental Health	TEL: 229-0591
174 Hospital Loop, Berlin	FAX: 223-8623
P.O. Box 647	
Montpelier 05601-0647	
Executive Director	Paul Dupre
Director of Children, Youth & Family Services	Michael Curtis – 476-1480
Adult Outpatient Services Director	Margaret Joyal
Emergency Services	Mary Moulton

Attachment K

NOTICE OF DECISION

(Medicaid Transportation)

MAIL TO: (Beneficiary Name and Address)	**TRANSPORTATION CONTRACTOR, LOCAL BROKER, or ESD OFFICE** (please enter your information here)
	AGENCY NAME
	ADDRESS
	TELEPHONE NUMBER

This letter is important. If you do not understand it, take it to your local office for help.
Cette lettre est importante. Si vous ne la comprenez pas, apportez-la à votre bureau local pour recevoir de l'aide.
Esta carta es importante. Si no la entiende, llévela a su oficina local para solicitar ayuda.
Это важное письмо. Если вам оно непонятно, возьмите его и обратитесь за помощью в местное отделение.
Ovaj dopis je važan. Ukoliko je nerazumljiv za vas onda ga ponesite i obratite se lokalnoj kancelariji za pomoć.
Laù thö naøy raát quan troïng. Neáu quyù vò khoâng hieåu noäi dung trong ñoù, haøy ñem thö naøy ñeán vaên phoøng taïi ñòa phöông cuûa quyù vò ñeå ñöôïc giuùp ñôõ.

BENEFICIARY ID # _____

Based on the information you provided, your request for Medicaid Transportation on

_____ for
_____ has been denied because:

☐ Transportation is not a benefit under your current health plan.
Transportation is a Medicaid benefit. (Rule M101.1, M755). Your plan is:
☐ VHAP (M101.1) ☐ VScript (3200) ☐ Healthy Vermonters (3400)
☐ VPharm (3500) ☐ Other: _____

☐ No prior authorization was granted and no emergency existed. (Rule M106, M755)

☐ Your appointment cannot be verified. [Without verification of an appointment, medical necessity cannot be determined.] (Rule M106.1, M106.3, M154)

☐ The appointment has not been determined to be medically necessary. (Rule M106.1, M106.3, M154, M755)

☐ You own a car or have access to less expensive, suitable transportation. (Rule M755)

☐ Appropriate medical services are available within a shorter distance than requested. (Rule M755)

☐ No carrier/driver willing to transport. [Providers can choose not to serve Medicaid beneficiaries] (Manual page ___)

☐ Written Notice/Warning Given (Date: _____) Explanation: _____

☐ Other: _____
(_____)

(specify)
(Enter Reference)

_____ _____ _____

Name of Decision Maker (please print) Signature Date

COPY DISTRIBUTION: Beneficiary – white; OVHA – yellow; Contractor – pink; Broker/ESD file – gold

BENEFICIARY RIGHTS

If you disagree with this decision, you may request a reconsideration, an internal appeal, and/or a fair hearing before the Human Services Board.

You, your representative or your provider may ask for a reconsideration of the decision on page 1. This is an informal way to ask the person who made this decision to rethink it. More information can be submitted that would clarify or add to what had already been sent in. A reconsideration is not required – it's your choice.

An internal appeal and/or a fair hearing must be requested within 90 days of the date of the decision on page 1. If you disagree with the appeal decision, you have 90 days from the date of this decision or 30 days from the appeal decision date to file a fair hearing, if you have not already done so. If you mail a letter appealing this decision, requesting a fair hearing or both, the request date is the postmark date.

An internal appeal is another review by a qualified person who wasn't involved with this decision. A fair hearing is a legal proceeding in which an impartial hearing officer will review the decision.

If the decision on page 1 is to reduce or end services you are currently getting and you want continued benefits during your appeal or fair hearing, you must ask us before the effective date of the decision. "Services you are currently getting" means that this is ongoing transportation to the same provider for an already approved period of time. It does not include requests for transportation to single providers on an "as needed" basis. If you get services during your appeal and/or fair hearing, you may be asked to pay for them if the appeal and/or fair hearing is not decided in your favor.

You have the right to take part in the meeting(s) where the decision about your appeal and/or fair hearing is (are) being made. You will get more information about the meeting(s) after you have asked for an appeal and/or fair hearing. Appeals will be decided within 45 days of when we receive your appeal. This may be extended up to 14 more days if it is to your benefit. You may ask for the extension. The decision will be made within 59 days.

Emergency (expedited) appeals may be requested in situations when you or your doctor believe(s) that the time for a regular appeal could seriously risk your life or health. Requests for emergency (expedited) appeals may be made by calling Health Access Member Services at 1-800-250-8427.
In a fair hearing, you may represent yourself or use legal counsel, a relative, a friend, or other spokesperson.

Please call Health Access Member Services at 1-800-250-8427
for more information or to file a reconsideration, appeal, and/or fair hearing.

For legal assistance or help solving a problem, call your local Vermont Legal Aid Office or the Office of Health Care Ombudsman at 1-800-917-7787. Their services are free.

ATTACHMENT L
REIMBURSEMENT RATES

STAGECOACH TRANSPORTATION SERVICES, INC.

I. Non Public Transit Route Charges

Hourly Rate / All Vehicles (Medicaid Only) $57.82
Hourly Rate / All Vehicles (Combined Ridership) $57.82/ $variable monthly community rate

Please describe practice for computing charges and list the amounts charged using the following example, at a similar hourly rate of $59. There are 4 individuals to be carried on the van:

2 Medicaid Riders $14.46 each
1 Adult Day (E&D) Program Rider $14.46
1 Self-pay or General Public Rider $14.46

Charges for Medicaid passengers are pro-rated by:

- No. of passengers attributable to Medicaid if all passengers have common pick-up / drop off points (i.e. 2 of 4 passengers are Medicaid = 50% of ridership is Medicaid. If one hour route, than Medicaid would be charged 50% or $28.91 for the two Medicaid passengers. The Adult Day passenger and the Self-pay passenger would each be charged 25% of the one hour route time, using the community hourly rate. While the community hourly rate is a variable monthly rate, for this example $57.82 is used.
- Route time attributable to Medicaid passengers if passengers have different pick-up / drop-off points. If introduction of two Medicaid passengers lengthens a route by a 15 minute segment, than Medicaid would be charged 25% of hourly Medicaid rate. Passengers being paid by other funding sources will also be billed on an hourly pro-ration to the amount of time their trip(s) add to the route, using the community hourly rate. The core route cost would be distributed as indicated in #1 above.

II. Public Transit Fixed and Deviated Route Charges

Please list fare charged to each of the following:

Single Medicaid Riders published fare minus 2%
Adult Day (5311 E&D) Program Rider published fare
A Self-pay or General Public Rider published fare

Please indicate whether this is a free fare system to the general public ____Yes No__X__

III. Volunteer Driver Charges

Please describe practice for computing charges and list the amounts charged to:

All volunteer mileage is charged at the allowed rate set by Vermont Medicaid.

Medicaid Riders $ 0.54 as of 7/1/09
Combined Ridership $ 0.54 as of 7/1/09

Are mileage charges prorated when multiple riders are carried by one volunteer driver?
_X_Yes ___No. If no explain_____

IV. Taxi Charges

Please provide list of taxi companies used and list their posted rates or attach rate sheets.

- Big Yellow Taxi: cab rate @ $2.35 per loaded mile; lift van rate @ $63.70/hr plus $19.60 lift fee.
- P&P Twin State Cab: $2.45 per loaded mile.

Attachment M
Boston Lodging Options
As of 10-17-08

Hotel	address	city	phone #	fax #	rate (tax not incl)	distance to BCH	drive time to BCH	children stay free	comp continental breakfast	parking
Ronald McDonald House -CANCER	229 Kent St	Brookline	(617) 734-3333		$10.00	0.5 mile	2 min		No	
Davon Nicole House	21 Autumn St	Boston	(617) 355-8457	(617) 730-0223	$50.00	0.75 miles	2 min		No	N/C
Red Roof Inn Boston - Saugus	920 Broadway	Saugus	(781) 941-1400	(781) 941-2024	$74.99	15.25 miles	22 min		No	N/C
Red Roof Inn Boston - Woburn	19 Commerce Way	Woburn	(781) 935-7110	(781) 932-0657	$74.99	15.25 miles	22 min		Yes	N/C
Ramada Inn Boston	800 Morrissey Blvd	Boston	(617) 287-9101	(617) 265-9287	*$79.00	6 miles	12 min	?17 yrs	Yes	N/C
Comfort Inn Boston	900 Morrissey Blvd	Boston	(617) 287-9200	(617) 282-2365	*$79.00	6.5 miles	12 min	?17 yrs	Yes	N/C
Fairfield Inn - Dedham	235 Elm St	Dedham	(781) 326-6700	(781) 326-7871	*$99.00	10.25 miles	22 min	?16 yrs	Yes	N/C
Comfort Inn Woburn	14 Hill St	Woburn	(781) 933-5363	(781) 933-0004	$110.99	12.5 miles	18 min	?16 yrs	Yes	N/C
Howard Johnson Fenway	1271 Boylston St	Boston	(617) 267-8300	(617) 267-2763	$115.00	0.75 mile	2 min	?17 yrs	No	N/C
Boston Brookline Courtyard/Marriott	40 Webster St	Brookline	(617) 734-1398	(617) 734-1392	*$129.00	1.25 miles	4 min		No	$15/day
Best Western-Inn at Longwood	342 Longwood Ave	Boston	(671) 731-4700	(671) 731-6273	**$135	0 miles	0 min		No	
Best Western Roundhouse Suites	891 Massachusetts Ave	Boston	(617) 989-1000	(617) 541-9338	$135.00-$155.00	2.25 miles	7 min	?17 yrs	Yes	N/C
Holiday Inn Brookline	1200 Beacon St	Brookline	(617) 277-1200	(617) 734-6991	$139.00	1 mile	4 min		No	N/C
Hampton Inn Boston/Braintree	215 Wood Rd	Braintree	(781) 380-3300	(781) 380-3720	$169.00	12.75 miles	20 min		Yes	N/C

*Medical/Hospital Rate

Rates sometimes vary due to season
Client MUST utilize breakfast if provided.

Distance and Drive Times are taken from MapQuest
Please advise drivers to allow for traffic/road conditions

BCH Parking Garage $9 - patients must validate the ticket at the information desk

Attachment N

Volunteer Recruitment & Retention Summary Form

Volunteer Recruitment and Retention Program

Broker _____

Month _____

CLIENT LAST NAME	CLIENT FIRST NAME	I.D. NUMBER	NAME OF DRIVER	DATE OF NO SHOW	MILEAGE	RATE	ROUND TRIP COST	RT ADMIN FEE	TOTAL CHARGE
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
						0.585	$ -	$ -	$ -
TOTAL		# OF TRIPS =			0		$ -	$ -	$ -

Medicaid Non-Emergency Medical Transportation (NEMT) Procedure Manual

VERMONT
AGENCY OF HUMAN SERVICES

Department of Vermont Health Access

GreenMountainCare
A HEALTHIER STATE OF LIVING

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1. General Information

1.1. Introduction

Non-Emergency Medical Transportation (NEMT) is a covered service for beneficiaries enrolled in traditional and Primary Care Plus (PC Plus) Medicaid and the Dr. Dynasaur programs. NEMT is a statewide service for providing transports for eligible people to and from necessary medical services. It is provided through Personal Services Contracts between the State of Vermont, Agency of Human Services (AHS), Department of Vermont Health Access (DVHA) and local public transit brokers (Brokers).

Medicaid is an assistance program enacted to provide health care services to individuals who are low-income, aged, blind or disabled and families with children. Started in 1965, it is funded with federal and state monies and administered by the state.

This manual is primarily for use by transportation brokers to help determine eligibility and the least costly, most appropriate NEMT for eligible Medicaid beneficiaries. This manual is to be used in conjunction with the Vermont Medicaid Provider Manual and the CMS 1500 Supplement, which can be found at www.vtmedicaid.com/Downloads/manuals.html.

1.2. Transportation Program Information

The AHS is charged with the administration of all human service programs. The AHS delegates operational responsibility for individual programs to various departments, offices, boards and councils. Responsibility for the administration of the Medicaid program has been assigned to DVHA.

The DVHA is responsible for assisting eligible beneficiaries in accessing clinically appropriate health services. The DVHA defines covered services, authorizes providers for participation in Medicaid, contracts with a fiscal agent for

claims processing, authorizes non-routine medical care, processes non-routine claims, and reviews medical service utilization by Medicaid providers and beneficiaries. The DVHA web site is www.dvha.vermont.gov.

The DVHA oversees and monitors NEMT, issuing policies and procedures to coincide with changing circumstances and directives. Additionally, the DVHA is responsible for approval of various trips and exceptions, including authorizing trips over 30 miles, out of state trips and out-of-area and out-of-state transports for specialized medical services.

A beneficiary's freedom of access to health care does not require Medicaid to cover transportation at unusual or exceptional cost in order to meet a beneficiary's personal choice of provider.

1.3. Transportation Program Administration

The DVHA contracts with a system of transportation brokers to provide statewide access to transportation services for eligible beneficiaries. The brokers screen for eligibility, schedule transports to medical appointments/services and submit claims to the DVHA's fiscal agent, HP Enterprise Services (HP) for processing and payment.

Brokers secure appropriate transportation using volunteer drivers, taxis, vans, buses, etc. Brokers are subject to service approval, claims processing and utilization review, and they are also required to abide by the terms of their personal services contracts with the DVHA and the provider enrollment agreement.

1.4. Definitions

Beneficiary: Medicaid enrollee (or beneficiary) eligible for NEMT.

Broker Employee or Volunteer: an employee or volunteer who, through a Broker, provides transportation services or otherwise has direct contact with children or vulnerable adults as part of his/her job responsibilities.

Carrier: mode of transport engaged to provide NEMT: for example, volunteer drivers, taxis, vans, buses, etc.

Contractor: local public transit broker who has contracted with the DVHA to provide services.

Cancellation: the termination, withdrawal or revocation of a trip

request by a beneficiary that occurs within the prescribed acceptable period for such action. Twenty-four (24) hours notice of cancellation is generally accepted. Acceptable cancellation varies from 4:00 PM on the day prior to an early morning departure (before 8:00 am) to a minimum of two (2) hours prior to passenger pickup time in an emergency situation.

Contractor's Fiscal Year: July 1st - June 30th.

Counting Trips: a trip is counted each time a beneficiary enters a vehicle. This is based upon the FTA definition of one-way, unlinked passenger trips. For example, a round trip from a beneficiary's home to a medical appointment and return home counts as two trips. There is no limit on the number of trips submitted electronically, as long as trips are listed by procedure code and date of service.

Emergency Medical Condition: the sudden and, at the time, unexpected onset of an illness or medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by the prudent layperson, who possess an average knowledge of health and medicine, to result in: placing the member's physical or mental health in serious jeopardy; or serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

Emergency Services: health care items and services furnished or required to evaluate and treat an emergency medical condition.

Estimated Time of Arrival (ETA): ETA is the projected time that the vehicle shall pick up the passenger. Due to traffic, weather, passenger needs, and the nature of coordinating numerous trips in the same vehicle, it is not always possible to have precise pickup/drop-off times. As such, a reasonable variance due to conditions is permitted.

GSA rate: the General Services Administration (GSA) privately-owned vehicle mileage reimbursement rate.

Fiscal Agent: HP Enterprise Services (HP), whose address is P.O. Box 888, Williston VT 05495.

HP: HP Enterprise Services is the DVHA's fiscal agent, responsible for processing claims for NEMT provided under contract.

Hospital: a medical institution that provides acute care.

Medically Necessary: health care services, including diagnostic testing, preventive services, and aftercare, that are appropriate, in terms of type, amount, frequency, level, setting, and duration to the beneficiary's diagnosis or condition. Medically necessary care must be consistent with generally accepted practice parameters as recognized by health care providers in the same or similar general specialty as typically treat or manage the diagnosis or condition and help restore or maintain the beneficiary's health, or prevent deterioration or palliate the beneficiary's condition, or prevent a likely onset of a health problem or detect an incipient problem.

Additionally, for those beneficiaries eligible for Early and Periodic Screening, Diagnoses and Treatment (EPSDT), medically necessary includes a determination that a service is needed to achieve proper growth and development or prevent the onset or worsening of a health condition.

Mode: modes of transportation include:

- Free fixed-route public transportation
- Fixed and deviated route bus tokens or fares
- Monthly bus pass
- Volunteer driver trip (may have multiple riders)
- Taxi (may have multiple riders)
- Demand response public transport vehicle
- Immediate family, other relatives, or friends with vehicles
- Personal Choice Driver (only available as an option through an exception as granted by DVHA).

Multiple Riders (billing for): when more than one beneficiary uses the same carrier during the same time or overlapping timeframe, separate charges should be billed. Pro-rated costs (total standard fare) divided by the number of all riders apply in all cases.

No-Show: beneficiary failure to show for a service (trip) provided in good faith. A "No-Show" has occurred when the vehicle has arrived within the pick up window of the ETA, a valid cancellation of a trip request has not been made, and the rider has not boarded the vehicle within the specified wait

time.

Personal Choice Driver: An individual who meets the definition of a volunteer driver except they are not provided through a broker, but rather the individual has been recruited to provide transportation for the beneficiary by the beneficiary or the beneficiary's guardian. In no case may a parent, natural or adopted, be reimbursed as a personal choice driver for a child less than 18 years of age. If the child is in the custody of the Department for Children and Families, that child's foster parents will be reimbursed as volunteers. Those parents will not have to go through the background check process, however, as they must pass DCF requirements to become foster parents. **Mileage reimbursement for this program will begin at the beneficiary's starting location, not at the driver's. Individuals seeking reimbursement for this program are only eligible with explicit prior approval from the DVHA.**

Primary Care Plus (PC Plus): The name for Vermont's primary care case management program in which a beneficiary must select a primary care provider to assist in the management of medical care. This managed health care delivery system is administered by the DVHA.

Pick Up Point: Generally speaking, the pick up point for all rides should be at the beneficiary's home address. Special requests may require approval by the DVHA.

Prior Authorization (PA): unless otherwise provided under contract, all transports must be prior authorized to qualify for reimbursement. Prior authorization/approval for specific programs such as Reach Up and specific travel such as out-of-state, in-state/out-of-area are referenced in the manual. The only exception to the PA requirement is if a beneficiary was granted retroactive Medicaid eligibility and had transportation expenses from the newly covered period that had not been paid but met all of the criteria for Medicaid transportation eligibility.

Registry or Registries: the Registries of substantiated instances of abuse, neglect or exploitation of a child or vulnerable adult, maintained by AHS as pursuant to law.

Rider: passenger in a mode of transport.

SFY: State Fiscal Year is July 1st – June 30th.

Taxi Company Employee: an individual providing transportation

services for a taxi company.

Taxi Company: An entity or company that provides taxi service and is identified as a taxi provider.

Trip: see "counting trips".

Volunteer Driver: a driver provided through the Broker who does not reside in the same physical household as the Medicaid beneficiary and who provides the vehicle for transport; or a driver provided through the Broker who resides in the same physical household as the Medicaid beneficiary, is not related to the Medicaid beneficiary, and provides the vehicle for transport. In no case will a volunteer driver be reimbursed for driving a vehicle owned by the Medicaid beneficiary or a member of the Medicaid beneficiary's family, except in cases where reimbursement is provided under the *Hardship Mileage Reimbursement Program*. In no case may a parent, natural or adopted, be reimbursed as a volunteer driver for a child less than 18 years of age. Foster parents may serve as volunteer drivers if the child is in the custody of the Department for Children and Families (DCF). Court–appointed (non-parent) legal guardians for children under 18 years old are considered volunteer drivers. Court-appointed legal guardians for adults 18 and older are considered volunteer drivers.

Unavailable Vehicle: see section 2.2 – Criteria.

1.5. Abbreviations

AAG Assistant Attorney General

ADAP Alcohol and Drug Abuse Programs

AHS Agency of Human Services

CFC Choices for Care (1115 Long Term Care Medicaid Waiver) Program

CMHC Community Mental Health Center

CMS Centers for Medicare and Medicaid Services

DAIL Department of Disabilities, Aging & Independent Living

DCF Department for Children and Families

DHRS Day Health Rehabilitation Services

DMH Department of Mental Health

DVHA Department of Vermont Health Access

DDS Disability Determination Services

EPSDT Early and Periodic Screening, Diagnosis and Treatment

ESD Economic Services Division

HIPAA Health Information Portability and Accountability Act of 1996

HP HP Enterprise Services

MMIS Medicaid Management Information System

NEMT Non-Emergency Medical Transportation

VCIC Vermont Criminal Information Center

VDH Vermont Department of Health

VHAP Vermont Health Access Plan

WIC Women, Infant and Children

2. NEMT Eligibility

2.1. Eligibility of Beneficiary

2.1.1. Beneficiaries must be enrolled in one of the following programs to be eligible for NEMT

- Traditional, fee-for-service Medicaid
- Primary Care Plus (PC Plus) managed care Medicaid
- Dr. Dynasaur

2.1.2. Beneficiaries in the following programs are ineligible for NEMT

- VHAP-Limited
- VHAP PC Plus
- Pharmacy programs
- Catamount Health
- Employer-Sponsored Insurance (ESI)

2.1.3. The Broker is responsible for verifying eligibility. Eligibility is verified using any of the following resources:

- HP Voice Response System, phone 1-800-925-1706
- Transaction Services at www.vtmedicaid.com/Interactive/login2.html

- Provider Electronic Solutions (PES) software, free and available at www.vtmedicaid.com/Downloads/software.html

2.2. Transportation is Not otherwise Available

Medicaid will provide transportation for eligible beneficiaries only when they have no other means of getting to scheduled appointments. Medicaid will not pay for transportation if the beneficiary could have been transported for free or if the transportation was otherwise unnecessary. It must be proven by the beneficiary that no other transportation options exist. All reasonable efforts to access other means of transportation must be exercised.

Transportation is not otherwise available to a beneficiary if any of the following conditions are met:

2.2.1. The beneficiary or beneficiary's family does not own an appropriate vehicle

2.2.2. The beneficiary or beneficiary's family owns an appropriate vehicle but the vehicle is unavailable.

2.2.2.1. A Vehicle is Unavailable or No Driver is Available

- The beneficiary or beneficiary's family does not own an appropriate vehicle.
- The beneficiary or beneficiary's family owns an appropriate vehicle but the vehicle is unavailable. A vehicle is considered unavailable, on the day needed, if the vehicle is
  - not registered; or
  - not insured; or
  - there is no licensed driver in household; or
  - there is no one in the household capable of driving the vehicle; or
  - the vehicle is being used for work purposes and
  - the wage earner is not able to take time off of work for the medical appointment,
  - the appointment cannot be scheduled around the wage earner's working hours; or
  - the wage earner works at such a distance that they are not able to be dropped off and picked up at

work so that the vehicle may be used for the transport to a medical appointment.

2.2.3. If the beneficiary/family owns a vehicle that is unavailable according to any of the above criteria, they must complete and sign a form declaring the vehicle unavailable. The form must be kept on file and maintained by the Broker, and must be updated by the beneficiary on a monthly basis.

2.2.3.1. Proof of Inoperable Vehicle

If a registered vehicle from the household is said to be inoperable, the beneficiary must provide proof. Such proof must be in the form of a document from a certified mechanic on company letterhead outlining the issue(s) with the vehicle and stating why it is inoperable. If the issue can be easily addressed, the transportation may be denied or a short timeline will be presented for the beneficiary to get the vehicle repaired. For vehicles with more serious issues, an extended timeframe may be developed.

DVHA's Care Coordination staff can also complete and submit documentation of an inoperable vehicle. Staff must fill out the appropriate form and submit it to the DVHA for consideration. If accepted, the form will be forwarded to the broker for their files.

2.2.3.2. Procedure and Documentation for License Suspension or Lack of Insurance

If a beneficiary has a working registered vehicle in the household but cannot drive due to 1) not having an active license or 2) no insurance on the vehicle, then the ride should be scheduled. Documentation of the license suspension or lack of insurance must be provided. In the case of the insurance, a period in which the beneficiary has to pay the insurance will be set by the DVHA. If insurance coverage is not established in that period, further rides will be denied. If a suspended license is eligible for reinstatement, but the beneficiary is lacking the necessary funds to pay off any outstanding fines or levies against that license, then rides will be denied. The beneficiary must provide proof of current status.

2.2.4. The beneficiary cannot obtain the trip from any public transit system or other organization using transportation programs funded by sources other than Medicaid. Examples

of such programs are:

- Long term Care providers supplying patient transportation (unless the patient receives Level 3 residential care)
- Substance abuse treatment programs that supply transportation to their participants
- Churches that provide transportation to members
- Hospital social service departments with lists of programs that provide free transportation
- Organizations that provide transportation to the general public for free

2.2.5. Ride is not available from family members or friends

2.2.6. Rides that can be provided by Broker using programs funded by sources other than Medicaid.

2.3. Transport is to a Medical Appointment/Medical Service

Medicaid transports eligible beneficiaries to and from necessary medical appointments/medical services.

- The medical appointment/service must be with or provided by a health care provider enrolled in the Vermont Medicaid Program.
- The medical service must be recognized by the Vermont Medicaid Program as a covered medical service.
- The necessary medical service requirement and the appointment/service must be verified.
- Individual pharmacy trips **may** not covered if the designated pharmacy has either a mail or home delivery program. In this situation, the broker will act upon the direction of the DVHA. The broker may need to find out from the beneficiary the name of the prescribed medication to determine the validity of the trip.

2.4. NEMT is to a Provider Enrolled in Medicaid

The medical service must be provided by a health care provider enrolled in the Vermont Medicaid program, and that service must also be billable to Vermont Medicaid. The

Medicaid Provider list is maintained and posted online at www.vtmedicaid.com/Downloads/providerLists.html.

The following health care provider types are recognized by the Vermont Medicaid Program:

Chiropractors

Dentists

Ophthalmologists

Optometrists

Physicians

Podiatrists

Licensed Master's and Doctorate-level Psychologists and Social Workers

Certified Nurse Midwives

Lay Midwives

Physical Therapists

Occupational Therapists

Speech Language Pathologists

Orthodontists

Oral Surgeons

Licensed Marriage and Family Therapists

Naturopaths

Generally, if the examination or treatment is covered by and billable to Medicaid, and other necessary conditions have been met, such as referral from the Primary Care Provider (PCP) or psychiatrist, then Medicaid covers NEMT.

2.5. Provider is Available To and Used by Others

Medicaid transports eligible beneficiaries to the health care provider/medical service generally available to and used by other members of the community or locality in which the beneficiary is located. **A beneficiary's freedom of access to health care does not require Medicaid to cover transportation at unusual or exceptional cost in order to meet a beneficiary's personal choice of provider**.

2.6. Health Care Provider is the Closest Provider

Medicaid reimbursement for NEMT to and from medically necessary services is provided when no other transportation is available to the beneficiary and when the medical service is generally available to and used by other members of the community or locality in which the beneficiary is located. The Broker must ensure that the medical service is the closest appropriate provider to the beneficiary's residence unless a medical referral has been provided, and has been reviewed and approved by the DVHA.

The Broker must distinguish between services for goods (for example, items provided by pharmacists and durable medical equipment suppliers), and treatment services such as physicians and other licensed practitioners provide.

- For goods, transportation is limited to the nearest available pharmacy or durable medical equipment provider.
- For treatment services, "services available within the beneficiary's community" consist of any medical service within 30 miles of the beneficiary's residence. If the closest available service is beyond 30 miles, then the Broker may transport to the service nearest the beneficiary's residence.

If the trip is for a medically necessary, non-hospital, non-specialized service, transportation is allowed to any site within 30 miles of the beneficiary's residence. Reasonable flexibility is allowed for the Broker discretion regarding the 30-mile limit. That is, if the trip is 31 or 33 miles (or whatever is reasonable considering the geographical location of services within the beneficiary area), then Broker may transport without DVHA approval. Most circumstances should be covered by completing and submitting an "Out-of-State, In-State/Out-of-Area, Medicaid Transportation Physician Referral Form", subject to the following exceptions:

If the closest medical office or facility is further than 30 miles from the beneficiary's residence, then the Broker may transport to the closest facility.

For family or primary physician care when a beneficiary moves to a new city or town and must travel beyond the 30-mile limit, the Broker may transport to the beneficiary's still

current doctor for not more than 60 days from the date of the first request to go beyond the limit. The Broker should inform beneficiaries that if they expect transportation assistance to continue, they must enroll with a doctor within the 30-mile limit or closest to the new residence. Any exceptions to this rule must be prior authorized by DVHA's Medical Director.

Traditional Medicaid beneficiaries will still be transported to specialists beyond the 30-mile limit if the PCP, psychiatrist or treating physician confirms medical necessity by completing and submitting an "Out-of-State, In-State/Out-of-Area, Medicaid Transportation Physician Referral Form". PC Plus beneficiaries are transported to any service or facility authorized for the specific beneficiary and for which the beneficiary has a referral.

A beneficiary with Medicaid as secondary is allowed to have the physician making the referral to the specialist complete an "Out-of-State, In-State/Out-of-Area, Medicaid Transportation Physician Referral Form".

Other exceptions may be granted by the DVHA for good cause, such as an unique medical condition or if the beneficiary has a proven existing relationship with a provider. The Broker must contact the DVHA to discuss "other" exceptions and to request approval to transport.

There may be situations where Medicaid will pay for transportation for a beneficiary to a service that is *not* a normal covered service under current Medicaid guidelines. These situations will be dealt with on a case-by-case basis.

If a beneficiary has been removed from a closer practice due to his or her actions, DVHA may not be held responsible for transporting that beneficiary to a more distant provider. These situations will also be looked at on a case-by-case basis.

2.7. Mode of NEMT is the Least-Costly and Most Appropriate for the Beneficiary's Medical Condition

Beneficiaries in the NEMT program are eligible only for the least costly, most medically appropriate means of transport.

Transportation Brokers must arrange NEMT based on the

medical needs of the beneficiary and the least costly mode of transport. Medicaid is not required to provide transportation at unusual or exceptional cost to meet a beneficiary's choice of providers or preference in transportation mode. If the beneficiary refuses to use the transportation provided by Medicaid or renders himself /herself unable to use it, Medicaid is not required to incur exceptional costs to transport the beneficiary.

If the appointment is not an emergency, the Broker may ask that it be rescheduled to assure transport or to provide the least expensive mode.

The Broker must provide the least expensive mode of transportation possible that will meet the beneficiary's medical needs.

The following modes/manners of transportation are commonly used:

Free fixed-route public transportation

Fixed and deviated route bus tokens or fares

Monthly bus pass

Volunteer driver trip (may have multiple riders)

Taxi (may have multiple riders)

Demand response public transport vehicle

Personal Choice Driver (only available as an option upon prior approval from DVHA)

Requests for transports more than 30 miles require a written referral completed by the beneficiary's primary care physician (PCP). If the beneficiary does not have a PCP, a psychiatrist may complete the referral for mental health transports or the referral may be completed by the physician treating the beneficiary for the condition requiring the referral.

Requests for transports to out-of-state non-border facilities require a completed, written referral from the PCP or the physician (as described above). Referrals should be received by the local transportation broker two weeks in advance of the medical appointment whenever possible. See Section 4.3 of this Manual for special procedures relating to requests for out of state transportation.

3. NEMT Brokers

3.1. Broker Responsibilities

Brokers are contracted with the DVHA and are responsible for arranging and securing transportation in their areas/towns for eligible Medicaid beneficiaries who do not have transportation as defined in this manual.

Brokers must provide the least expensive means of transportation possible that will meet the beneficiary's medical needs. Brokers must establish and maintain a list of available carriers ranging from volunteer drivers to professional transportation carriers (buses, taxis, etc.). Social service and community organizations offering transportation for a variety of reasons may also serve as resources.

Transportation must be provided at no cost to the Medicaid beneficiary. Medicaid Rule 7105.2 states: "A provider must accept as payment in full the amounts paid in accordance with the fee schedule established by Medicaid". Brokers are strictly prohibited from allowing transportation carriers to impose additional transportation charges on Medicaid beneficiaries for trips paid for by Medicaid. DVHA will not reimburse any costs or fees which are not explicitly outlined in the contract.

Requests for Medicaid transportation should be submitted to the brokers with as much advance notice as possible, but with a minimum notice of 2 days (48 hours). Brokers will attempt to accommodate requests with as little notice as 24 hours whenever possible.

The receipt of a transportation request may result in the broker contacting the requesting provider to verify that a medical appointment is scheduled. The broker is required to verify 10% of all appointments and will keep a log that includes specific beneficiary information, appointment date and time, and the physician/location. Upon verification, if the appointment is found to not exist, the broker will not schedule that ride, and that information will be entered in the log along with the other rides/appointments that were verified. The log will be sent to the DVHA by the end of the first week of each month, for the previous month.

Post appointment, DVHA will review all scheduled rides to verify that a matching claim was submitted by a medical

provider. A recurring pattern of misuse by a beneficiary may require case management by the DVHA, or further oversight by broker staff.

When a broker provides the driver, the broker must establish that the driver is appropriately licensed and insured and that the vehicle is inspected and insured.

Whenever possible, trips should originate at the beneficiary's residence. Beneficiaries will be returned to their residence or a drop off point at a shorter distance than their residence, but only at the beneficiary's request. Special circumstances may require DVHA approval.

3.2. Background Checks

3.2.1. Adult Abuse Registry and Child Abuse Registry

All Broker employees and volunteers providing transport services shall be subject to record checks for records of substantiated abuse of a child or a vulnerable adult on the respective abuse registries maintained by the State of Vermont, to the extent permitted by Vermont and federal law.

Broker will:
-Check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living (DAIL) and the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).
-Conduct Registry checks of all persons who provide transport services on initial hire or engagement to provide services and annually thereafter.
-Not allow direct transport services by any Broker employee or volunteer who does not have a Clear Registry Check.
-Include the name of the person providing the transportation service on each invoice submitted. The person providing the transportation service must sign the invoice attesting to the trips that he/she has personally provided. **Invoices which do not bear the name and signature of the person who provided the service shall not be eligible for reimbursement.**
-Maintain records of Registry checks in a manner consistent with contract Attachment C, paragraph 8.

Contractor/Broker agrees to undergo audit of Registry Checks at the DVHA's discretion.

Clear Registry Check: a check of the Adult Abuse Registry and the Child Abuse Registry that does not show a substantiated finding of abuse, neglect or exploitation of a child or vulnerable adult. **The DVHA will provide no reimbursement for arranging or providing transport services by any Broker employee or volunteer who does not have a Clear Registry Check.**

3.2.2. Vermont Criminal Record Check

All Broker employees and volunteers providing transport services shall be subject to criminal conviction record checks to the extent permitted by Vermont and federal law.

Broker will:

-Conduct background conviction checks of all persons who provide services on initial hire or engagement to provide service, by making the offer of employment conditional upon the applicant's clearing the Vermont Crime Information Center (VCIC) check, and annually thereafter.

-Not arrange or provide direct transport services by any Broker employee or volunteer whose VCIC Check reveals a criminal conviction for an offense involving bodily injury, abuse of a vulnerable person, a felony drug offense, or a property/money crime involving violation of a position of trust, including, but not limited to:

Abuse, neglect, or exploitation

Aggravated assault

Aggravated sexual assault

Aggravated stalking

Arson

Assault and robbery

Assault upon law enforcement

Cruelty to children

Domestic assault

Extortion

Embezzlement

Hate motivated crime

Kidnapping

Lewd and lascivious conduct

Manslaughter

Murder

Recklessly endangering another

Sexual assault

Simple assault

Stalking

- Variances of this policy may be granted only under exceptional circumstances, and only with the DVHA's specific authorization for the variance.

-Maintain records of VCIC Checks in a manner consistent with contract Attachment C, paragraph 8.

- Broker agrees to undergo audit of VCIC checks at the DVHA's discretion.

-Clear Vermont Criminal Information Center (VCIC) Check: a check with the Vermont Criminal Information Center (VCIC) that does not show conviction of any of the crimes listed in letter "a" above. The DVHA will provide no reimbursement for arranging or providing transport services by any Broker employee or volunteer who does not have a Clear VCIC Check.

-Variance Request Process - The decision to grant or deny any variance is at the sole discretion of the AHS/OVHA. The Contractor/Broker should submit a written request for variance, including a copy of the information under question to: Peter Mcnichol, Department of Vermont Health Access, 312 Hurricane Lane, Suite 201, Williston, VT 05495. E-mail: peter.mcnichol@ahs.state.vt.us.

The following factors will be considered in the decision to grant or deny any variance:

Age of the individual at the time of the crime or substantiation; Nature and seriousness of the crime (e.g., were there circumstantial reasons; was it related to a specific relationship, etc.);

The person's involvement with the criminal justice

system and/or child or adult abuse, neglect or exploitation systems since the occurrence;

The amount of time that has passed since the substantiation or conviction;

Willingness of the individual to pursue expungement of any child or adult abuse substantiation.

The following AHS/OVHA representatives will evaluate the variance request and render a decision to grant or deny the request: 1) Office of the Attorney General/Human Services Division, 2) AHS Director of Housing and Transportation, 3) OVHA Transportation Administrator.

The decision will be provided to the Contractor/Broker and may include the rationale for the decision and any conditions.

3.2.3. National Criminal Record Check

Broker is required to maintain and update the Criminal Record Check plan that is on file with DVHA on an annual basis.

At a minimum, the Broker's national criminal record check plan must include:

Detailed information about the vendor that the Broker plans on using to perform the checks

Types of databases and records that will be checked

Frequency that the checks will be conducted

States, territories and countries that will be checked

Type of report and information that constitutes a national criminal record check that will be provided to the Broker from the vendor

How the plan aligns with the VCIC check or can replace the VCIC

Implementation schedule

Estimated costs (estimated number of checks conducted multiplied by the cost of the check)

3.2.4. Taxi Transports

In circumstances where it is cost-effective and the most

appropriate means to meet a beneficiary's medical needs, the Broker may use a Taxi Company to provide transportation services, subject to the following conditions:

Require that no Taxi Company Employee may provide transportation services unless that Taxi Company Employee has cleared the Adult Abuse Registry, the Child Abuse Registry, the Vermont Criminal Record Check and the national criminal record check as described in thismanual.

The Broker must perform VCIC checks on Taxi Company Employees who provide transportation services on an annual basis after the initial verification that a current Clear VCIC Check is on file.

Maintain a list of Taxi Companies the Broker uses to provide services, including the names of Taxi Company Employees who have cleared both abuse registry checks and both criminal background checks, and copies of signed invoices for Taxi Company services.

Agree to make this information available to DVHA auditors upon request and to maintain such records in a manner consistent with contract Attachment C, paragraph 8.

Require any Taxi Company that it engages to provide services to agree to audit by the State at the State's discretion for compliance with abuse registry checks and criminal background checks. The State will not pay for services provided by a Taxi Company that has not agreed to such audits. In connection with such audits, the State may audit Contractor/Broker's records relating to Taxi Company services.

The State shall make no payment for any service provided by a Taxi Company that is not billed on an invoice identifying the Taxi Company Employee who provided the service. Notwithstanding any other provision of the contract, the signature of the Taxi Company Employee is not required on the invoice in order to obtain payment from the State, so long as the invoice identifies the employee.

The costs associated with the VCIC and national background checks are not included in the Contractor/Broker monthly administrative payment; the costs are "pass-through" costs and are to be included as part of the Contractor/Broker's monthly invoice but as line items separate from the monthly

administrative payment. The OVHA will only reimburse for actual costs incurred that represent OVHA's part of the allocation.

While this contract with the OVHA includes additional (maximum) funding to perform VCIC checks and national background checks, the costs associated with the checks should be spread across programs based on the cost allocation plan since all programs benefit from the background check requirements.

The OVHA's reimbursement for VCIC is based on performing the check prior to employment and annually thereafter. The OVHA's reimbursement for national criminal record checks is based on performing the check prior to employment for broker and taxi employees, and volunteers, who have a hire date after June 30, 2009. It will be at the Contractor/Broker's own expense if Contractor/Broker chooses to perform the checks more frequently.

3.3. Department of Motor Vehicles (DMV) Check

A Department of Motor Vehicles (DMV) check should be performed prior to employment and annually thereafter.

3.4. Volunteer Drivers

Volunteer Driver means a driver provided through the Broker who does not reside in the same physical household as the Medicaid beneficiary and who provides the vehicle for transport; or a driver provided through the Broker who resides in the same physical household as the Medicaid beneficiary, is not related to the Medicaid beneficiary, and provides the vehicle for transport. In no case will a volunteer driver be reimbursed for driving a vehicle owned by the Medicaid beneficiary or a member of the Medicaid beneficiary's family, except in cases where reimbursement is provided under the *Hardship Mileage Reimbursement Program*. In no case may a parent, natural or adopted, be reimbursed as a volunteer driver for a child less than 18 years of age. Foster parents may serve as volunteer drivers if the child is in the custody of the Department for Children and Families (DCF). Court–appointed (non-parent) legal guardians for children

under 18 years old are considered volunteer drivers. Court-appointed legal guardians for adults 18 and older are considered volunteer drivers.

Volunteer Driver Mileage: If a volunteer driver is asked to wait while a beneficiary keeps a medical appointment, he or she may be reimbursed for extra mileage as follows:

Drivers will be paid for wait-times in excess of one (1) hour calculated in half-hour increments after the first full hour. For example, when a volunteer driver must wait 1½ hours, he or she will be paid additional mileage for ½ hour.

Wait-time mileage is calculated at 17 miles per hour based on the current GSA rate reimbursement rate per mile.

Drivers are paid either mileage back to their home or wait-time mileage, whichever is lower. However, if the driver is called back by the Broker to make another, separate transport during what otherwise would have been a wait-time period, the driver will, under only those circumstances, be paid at the higher rate for actual mileage.

Drivers are reimbursed at the current rate for volunteers as set by the GSA and as adopted by the IRS.

3.5. Wait Time

"Wait Time" is the amount of time that a vehicle remains at the pick up site. The driver, in cooperation with the dispatcher, should provide adequate and reasonable wait time for the passenger. Reasonable accommodations such as additional wait time are provided for individuals with special circumstances. The driver should be made aware of persons with disabilities who need special notification and/or consideration.

The standard wait time is five (5) minutes for a public transit vehicles (van/bus) and ten (10) minutes for a volunteer car or taxi after scheduled or actual arrival time whichever is later.

Wait time during a beneficiary appointment is also covered under *Volunteer Driver Mileage*.

3.6. Information Required for Transport

The broker must register calls received in a log. That log should include the following:

Date and time of the call

Beneficiary name, address, and Medicaid number

Beneficiary status as a Medicaid beneficiary

Name of the health care provider

Town in which medical appointment/service is located

Date and time of the medical appointment/service

Whether or not the request is ultimately granted

Whether or not the transport was made

If this was a last minute transport request, what resources/organizations were contacted to meet this need and how was this situation resolved (church transported beneficiary, public health nurse transported beneficiary, hired a taxi for the transport, etc)

Any unusual situations that may have occurred during the transport (driver was late, beneficiary was late, accident occurred during transport, beneficiary was not at home/medical facility to be picked up at appointed time, etc)

If out-of-state transportation for the service/stay was authorized by the DVHA before the transport occurred.

3.7. Verification of Medicaid Eligibility

Brokers must verify a beneficiary's Medicaid eligibility

Check beneficiary eligibility at www.vtmedicaid.com, or

Call the HP Voice Response System (VRS) at 1-800-925-1706, or

Use the PES software, which is free and available for downloading at www.vtmedicaid.com/Downloads/software.html

3.8. Verification of Transportation Program Eligibility

The broker must:

Verify that transportation is not otherwise available to the beneficiary/family.

Verify the trip is to a medical service/appointment.

Verify the service/ appointment is provided by a health care practitioner recognized by the Vermont Medicaid program.

Verify this provider is the closest to provide the service. An

exception to this provision may be granted if the beneficiary has a proven existing relationship with a provider. This exception must be approved by the DVHA.

Determine the least costly mode/means of transportation (consideration is given to the beneficiary's medical condition and transportation needs).

Schedule and provide the transport.

If the appointment is not an emergency, the broker may ask that it be rescheduled to assure transport or to provide the least expensive means.

If a broker opts to verify eligibility after a ride is provided, it must be indicated on the ongoing log that such was the case. If a broker transports a beneficiary and chooses not to verify all of the requirements for the transportation, the broker absorbs the costs of the transport if it turns out to be an improper ride.

3.9. Confidentiality, Disclosure of Information

When requesting transportation, the beneficiary must give the broker the name of the provider, and the date and time of the medical appointment. This information is necessary to confirm the appointment date and time, and for audit purposes. Refusal to provide the broker with information essential to the transport will result in a denial for the requested transport.

The broker shall take steps necessary to assure the confidentiality of any eligibility information with which it is entrusted and that all broker subcontractors, employees and volunteers have signed statements acknowledging AHS Rule No. 96-23 concerning Access to Information.

Federal and state law prohibits a broker from disclosing confidential beneficiary information to a third party, except when:

The beneficiary specifically asks a third party to intervene on his/her behalf and/or specifically consents to releasing information to a third party.

The information is directly related to the administration of transportation as a Medicaid covered service.

The information is requested by other departments within the Agency of Human Services for legitimate program purposes.

A law enforcement officer requests the current address of a beneficiary who is a fugitive felon.

The disclosure is pursuant to a court order or otherwise required by law.

Any questions about the disclosure of information should be directed to the DVHA.

3.10. Community Resources for Transportation

Brokers should be knowledgeable of the services that are available in the community and that may be available at no cost to Medicaid. Medicaid will reimburse the broker for transportation only when transportation is not otherwise available to the beneficiary, as described above in this Manual. Medicaid will not pay for transportation if the beneficiary could have been transported for free or if the transportation was unnecessary. Reasonable efforts to locate other means of transportation must be exercised. DVHA may request an updated listing of available community resources, which should be updated quarterly.

3.11. Distance Limitations

NEMT is provided when no other transportation is available and the "medical service is generally available to and used by other members of the community or locality in which the beneficiary is located."

If the trip is for a medically necessary, non-hospital, non-specialized service, transportation is allowed to any site within 30 miles of the beneficiary's residence. Reasonable flexibility is allowed for broker discretion regarding the 30-mile limit. That is, if the trip is 31 or 33 miles (or whatever is reasonable considering the geographical location of services within the beneficiary area), then brokers may transport without DVHA approval. Most circumstances should be covered by obtaining or filling out a PCP referral letter or Physician's Referral.

If the closest medical office or facility is further than 30 miles from the beneficiary's home, then brokers may transport to

the closest facility.

When a beneficiary moves to a new city or town and must travel beyond the 30-mile limit for family or primary physician care, brokers may transport to the beneficiary's (current) doctor for not more than 60 days from the date of the first request. Brokers must inform beneficiaries that if they expect transportation assistance to continue, they must enroll with a doctor within the 30-mile limit or closest to the new residence. A form letter must be sent to the beneficiaries advising them of this time period and required change. Any exceptions to this rule must be preapproved by the DVHA's Medical Director.

In order for a beneficiary to receive transport to a more distant facility or provider who is not found to be the closest available, an exception request must be submitted to the DVHA's Medical Director for preapproval.

A beneficiary with Medicaid as a secondary insurance is allowed to have the physician making the referral to the specialist complete the transportation referral form. DVHA still retains the right to deny a transport if it cannot be proven that the trip is to the closest available provider. Exceptions to this must be preapproved by the Medical Director.

Other exceptions may be granted by DVHA for good cause shown, such as unique medical conditions. Brokers should contact the DVHA (802) 879-5900.

Special procedures apply if a beneficiary requests transportation out of state. See Section 4.3.

3.12. Report Suspected Fraud, Waste, and Abuse

If Broker, contractor/broker employees, volunteers or carriers become suspicious of fraud, waste or abuse in relation to the Medicaid or Reach-Up transportation programs by a beneficiary, contact the DVHA IMMEDIATELY.

Suspected fraud, waste or abuse by carriers, for example, padding of mileage or time reports by volunteer or personal choice drivers or others, and suspected abuse of beneficiaries by carriers shall be reported for investigation to the Medicaid Fraud and Residential Abuse Unit of the Vermont Attorney General's Office at 802-241-4440.

Suspected abuse, neglect or exploitation of vulnerable adults

must be reported to Adult Protective Services at 1-800-564-1612. Please let it be noted that since the Broker is a contractor of the State of Vermont, Agency of Human Services, as such Contractor/Broker is mandated by state law to report such suspected abuse, neglect or exploitation whether such can be verified or not.

3.13. Incident Reporting

TheBroker shall notify the DVHA within 24 hours of finding out that an incident occurred related to the transport of a beneficiary that required either the police or an ambulance to be called.

3.14. Disputes

Prior to the institution of litigation concerning any dispute arising under the contract, the Secretary of the AHS of the State of Vermont is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the dispute by or against or in controversy with, a Contractor/Broker relating to a contract entered into by the AHS on behalf of the State or any State department or office, including a claim or controversy based on a contract, mistake, misrepresentation, or other cause for contract modification or rescission, but excluding any claim or controversy involving penalties or forfeitures prescribed by statute or regulation where an official other than the Secretary of the AHS is specifically authorized to settle or determine such controversy.

A "contract dispute" shall mean a circumstance whereby a Contractor/Broker and the State entity are unable to arrive at a mutual interpretation of the requirements, limitations, or compensation for the performance of a contract.

The Secretary of the AHS shall be authorized to resolve contract disputes between Contractor/Broker and State entities upon the submission of a request in writing from either party, which request shall provide:

-A description of the problem, including all appropriate citations and references from the contract in question.

-A clear statement by the party requesting the decision of the Secretary's interpretation of the contract.

-A proposed course of action to resolve the dispute.

The Secretary shall determine whether:

-The interpretation provided is appropriate.

-The proposed solution is feasible.

-Another solution may be negotiable.

If a dispute or controversy is not resolved by mutual agreement, the AHS Secretary or his/her designee shall promptly issue a decision in writing after receipt of a request for dispute resolution. A copy of the decision shall be mailed or otherwise furnished to the Contractor/Broker. If the Secretary does not issue a written decision within 30 calendar days after written request for a final decision, or within such longer period as might be established by the parties to the contract in writing, then the contractor may proceed as if an adverse decision had been received.

Appeals of the AHS Secretary's decision may be taken to the Washington County Superior Court under the same conditions and under the same practice as appeals are taken from judgments in civil cases. If damages awarded on any contract claim under this section exceed the original amount of the contract, such excess shall be limited to an amount which is equal to the amount of the original contract. No person, firm, or corporation shall be permitted more than one money recovery upon a claim for the enforcement of or for breach of contract with the State.

3.15. News Releases and Publicity

News releases pertaining to contract services, study, data, program or project to which it relates, shall not be made without prior DVHA approval (verbal or written as specified by the DVHA), and then only in accordance with the explicit written instructions from the DVHA. No results of the program are to be released without prior written approval of the DVHA and then only to persons designated.

Any publicity given to the program or services provided herein, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor/Broker, shall not be released without prior written approval from the DVHA.

4. Procedures, Programs and Special Circumstances

4.1. NEMT Normal Process

If a request for NEMT is within 30 miles, the process by which a Medicaid beneficiary would obtain transportation is as follows:

- beneficiary gets appointment from participating physician
- beneficiary contacts local NEMT broker to schedule ride
- broker verifies beneficiary eligibility for requested services
- broker contacts requesting physician to verify appointment
- broker schedules ride by least-costly, most-appropriate means available in area

If the appointment is either out of the area, or out of state, the broker shall follow the instructions as outlined in Section 4.3 "Out of Area, Out of State", later in this manual.

4.2. After-Hours Transportation

Unscheduled transportation outside of normal business hours is limited to transports from a hospital to facilitate discharge. Brokers must develop and maintain mechanisms to accommodate such situations.

The transport is covered by Medicaid if:

- the broker verifies the beneficiary's Medicaid eligibility, and
- the trip originates from a health care facility utilized for treating emergency medical conditions (hospital emergency room), and
- the trip from the health care facility to the beneficiary's home is necessary to facilitate the beneficiary's discharge from the health care facility.

If a trip to/from a hospital emergency room is made by an individual using their own vehicle and the trip is reported to the broker within 48 hours of occurring, that trip may be eligible for hardship reimbursement, but only if all other conditions for eligibility are met.

At no time is a broker expected to provide a volunteer or employee to transport a beneficiary in an emergency situation to a health care facility, taking the place of an ambulance.

4.3. Out-of-State and In-State/Out-of-Area Travel

Requests for travel to 1) out-of-state (non-border) and 2) in-state/out-of area (more than 30 miles) providers require that the primary care physician (PCP) or other eligible referral source (e.g., psychiatrist, treating physician) complete an "Out-of-State, In-State/Out-of-Area, Medicaid Transportation Physician Referral Form" and submit the form to the DVHA.

The DVHA will review the form/information and decide whether to grant or deny the request, including any associated overnight lodging and/or meal reimbursement. Approved requests should be made available to the Broker two weeks in advance of the medical appointment whenever possible.

Out-of-State and in-state/out-of-are trips must be prior authorized (i.e., approved) by the DVHA or the Broker will not be reimbursed.

When beneficiaries are authorized to stay overnight in conjunction with approved travel, the Broker must arrange for the least expensive, most appropriate lodging available. If a beneficiary declines Broker-arranged lodging, then the beneficiary must pay for the lodging; there will be no reimbursement from Medicaid. If it appears that overnight lodging would be less expensive than the mileage cost for multiple trips, the Broker may arrange the lodging upon approval from DVHA.

When possible, the Broker should arrange for and pay the lodging expenses directly to the facility providing lodging to the beneficiary. If this is not possible, arrangements should be made to have the bill sent directly to the Broker. If the beneficiary must pay out-of-pocket for the lodging, the Broker will reimburse the beneficiary upon the submission of approved trip receipts.

Reimbursement of meal expenses will not occur unless the DVHA authorizes an overnight stay. **Meals taken en route are not a reimbursable expense.** Meal claims must be accompanied by dated and detailed receipts, and are

reimbursed at cost up to $5.00 per person per meal. Meals are only authorized for the beneficiary seeking medical treatment and for the authorized individual(s) accompanying the beneficiary. Lodging and meals for additional non-authorized individuals will not be reimbursed.

In order for an individual(s) to be authorized to accompany the beneficiary, a letter or "Out-of-State, In-State/Out-of-Area, Medicaid Transportation Physician Referral Form" must be obtained from the beneficiary's primary care physician or other referral source stating the medical need for this individual(s) to accompany the beneficiary. For example, if a child is hospitalized and the provider states the medical need for both parents to accompany the child, then lodging and meal reimbursement is approved for both parents. Such requests for the medical necessity of more than one person to accompany a beneficiary to an appointment will have to be prior-approved by the DVHA's Medical Director.

Billing Process - follow the instructions included in the "VPTA Out of State Lodging Manual", last edited 9/2008, with any subsequent updates, to facilitate billing for out-of-state and in-state/out-of-area travel.

The Broker must have a credit card with a sufficient credit limit to accommodate paying for out-of-state and in-state/out-of-area travel (i.e., airline tickets) and lodging.

If the Broker learns of any unruly, dangerous or illegal behavior occurring during an approved overnight lodging, such information should be relayed to the DVHA immediately.

4.4. Child Transports

The Broker shall not approve a request for transportation by a biological or adoptive parent who has an appropriate vehicle, unless those transports qualify for hardship mileage reimbursement. Otherwise, except as provided herein, no reimbursement is allowed for use of a personal vehicle.

Foster parents whose foster children are in DCF custody are considered volunteer drivers and will be reimbursed at the volunteer mileage rate for transports to eligible medical services only that they provide to children placed in their care by the DCF.

Foster parents must request reimbursement for the following transports from their foster child's caseworker for:

- Transportation to and from hospitals for visits with their foster child(ren).
- Transportation to and from special trainings on medical conditions, to help support the care of their foster child(ren).
- Transportation to and from any facilities to support the foster child's family reunification plan.

Court–appointed (non-parent) legal guardians for children under 18 years old are considered volunteer drivers.

The Broker may request that an adult accompany a minor for the transport to be provided if the Broker is uncomfortable providing transportation to a minor who is to be transported alone.

4.5. Court-Ordered Services

The following apply if a beneficiary is mandated by a court to attend a service such as counseling or other form of therapy:

- If the service meets Medicaid guidelines, Medicaid covers the transport.
- If the service is outside the normal distance limit but is offered by an ADAP provider, Medicaid covers the transport.
- If the service is outside the normal distance limit and is not offered by an ADAP provider, the Broker must obtain approval from the DVHA before transporting.

4.6. Adult Day Services

Persons receiving adult day services through the Department of Disabilities, Aging and Independent Living's (DAIL) Choices for Care Program, Highest and High Needs groups, are eligible for NEMT to/from the adult day center as long as all other Medicaid Transportation requirements are met.

To verify eligibility for transportation for this service, the Broker must obtain documentation from the requesting Adult Day Service provider, which includes the DAIL's Choices for Care Waiver Service Plan approved and signed by DAIL personnel. The plan will indicate the Adult Day Service provider approved to provide services and the number of hours every

two weeks the Medicaid beneficiary is approved to receive this service.

Regarding persons receiving services through the Choices for Care Moderate Needs group, and because these persons are not necessarily also eligible for Medicaid, the Broker must verify that the person is eligible for Medicaid. In addition, the documentation from the requesting Adult Day Service provider will be a signed authorization from the DAIL that indicates with a check mark that the person is approved for adult day services and the number of hours per week the person is approved.

4.7. Day Health Rehabilitation Services (DHRS)

Persons receiving day health rehabilitation services are eligible for Medicaid transportation to/from the adult day/day health rehabilitation center as long as all other Medicaid Transportation requirements are met. To verify eligibility for transportation for this service, the Broker must obtain a copy of the *Vermont Day Health Rehabilitation Services Prior Authorization Form* from the requesting Day Health Rehabilitation Services provider. This notice will specify the approved number of hours per week and the period of eligibility during which the Medicaid beneficiary may attend.

Note: There may be occasions when an Adult Day or Day Health Rehabilitation provider refers a person whose eligibility for services is pending final approval. If the provider requests transports for this person prior to receipt of final approval, Broker should require the request in writing to include a payment guarantee (from either the provider or the Medicaid beneficiary, with the beneficiary's signed agreement), with a specified start and end date, in the event Medicaid eligibility is denied. Upon receipt of the written request and coverage guarantee, the Broker should begin providing transport but hold all billing until verification of final approval is received.

4.8. Residential Care and Nursing Facilities

Medicaid covers trips to and from medically necessary services for Residential Care Home residents, but only after the resident has already received eight trips (four round trips) of up to 20 miles round trip in any given month. If any given round trip exceeds 20 miles, Medicaid will reimburse for the excess mileage.

The Broker must require that the Residential Care Facility submits verification that they have met their obligations for the transportation of the beneficiary. This verification must be submitted to the broker within one week of the transport in question.

Skilled nursing facilities are required to transport or pay for transporting residents with Medicaid for all medical services except for admission, discharge or dialysis treatments.

4.9. Substance Abuse Trips

Transportation to regular alcohol or drug counseling is eligible for Medicaid reimbursement if the service is recognized by Medicaid as a medical service and the provider is enrolled as a Medicaid provider. This automatically includes all ADAP providers.

Methadone Treatment Centers:

- Beneficiaries will be transported to the facility closest to the beneficiary's residence.
- In order for a beneficiary to receive transportation to a facility that is not the closest facility to their residence, the beneficiary must provide documentation from the closest facility documenting that no treatment slots are available there and that the beneficiary has been placed on a waiting list to receive treatment at that facility once a slot becomes available.
- The beneficiary must provide the Broker with written notification that the beneficiary is on a waiting list for the facility closest to his/her residence on a monthly basis.

The following indicates the clinics where each Contractor/Broker may be transporting to:

- Burlington, VT:
    - Addison County Transit Resources
    - Special Services Transportation Service, Inc.
    - Green Mountain Transit Agency
- West Lebanon, NH:
    - Marble Valley Regional Transit District
    - Stagecoach Transportation Services, Inc.

- Mobile Methadone Units:
  - Rural Community Transportation, Inc.
  - Green Mountain Transit Agency
- Brattleboro, VT or Greenfield MA (whichever is closest):
  - Green Mountain Community Network
  - Connecticut River Transit, Inc.

4.10. Ladies First Transports

The Broker will arrange NEMT for participants in the Ladies First breast and cervical cancer and cardiovascular risk factor screening program.

The Ladies First Program transportation process is as follows:

A letter of notification is sent to eligible applicants providing the name(s), address(es), and other pertinent data for her to make an appointment for screening at a participating provider office and mammography facility. That same letter of notification will also contain information the participant needs to contact the Broker serving her area to arrange transportation and that she needs to provide a minimum of 2 days notice, if the program office has confirmed that there is no other transportation option for her.

A membership card sent by Ladies First with a transportation serial number will be included for her to present to the Broker. Instructions for any necessary follow-up trips are handled in the same way; initiation by telephone request from the participant and correspondence from program office.

The Ladies First program office will first make a determination that transportation is not otherwise available to the Ladies First participant; prior authorization is required. The membership card sent to a participant will be serial-numbered. A list of the serial numbers issued in the Broker's service area will be mailed to the Broker to use for requests for transportation.

Transportation will be provided only for Ladies First approved services: one to two round trips to a participating provider's office, another one to a mammography facility, and for follow-up appointments as needed.

The participant's freedom of access to health care does not require Ladies First to cover transportation at unusual or exceptional cost in order to meet the participant's personal

choice of provider.

Payment is made for the least expensive mode of transportation that suits the needs of the participant.

Ladies First participants who believe their requests for transportation have been improperly denied may request to meet with program staff to resolve the issue.

The contact person for questions regarding the Ladies First Program is: Kerri Frenya, M.S., Public Health Specialist, Ladies First Program, Vermont Department of Health, 108 Cherry Street, P.O. Box 70, Burlington, VT 05402; Email kerri.frenya@ahs.state.vt.us; Telephone 802-863-7332.

The Broker (after receiving call from beneficiary):

- Verifies woman's eligibility - Ladies First membership card (with serial number)
- Identifies transportation mode
- Arranges for transport.
- Provides transport
- Submits a bill for services in a timely manner with accompanying CPT codes (outlined in the current Ladies First fee schedule). Program fees are based on the Medicaid reimbursement schedule
- Agrees to accept payment of allowable costs as payment in full and not bill the patient.
- Will use a (08/05) claim form and send claims to Ladies First via mail: Ladies First, Vermont Department of Health, PO Box 70, Drawer 38, Burlington, VT 05402.
- Manual claims can be typed or legibly printed. All field locations that are required and Ladies First fee schedule are specified on the Ladies First website www.LadiesFirstVt.org.
- Can resubmit bills with corrections by placing a sticker or correction tape over boxes (for paper submissions).
- Shall utilize the following codes for Ladies First transportation services ONLY:

A0110 NON-EMERGENCY TRANSPORTATION AND BUS, INTRA-OR INTERSTATE CARRIER

A0080 NON-EMERGENCY TRANSPORTATION, PER MILE-VEHICLE PROVIDED BY VOLUNTEER (INDIVIDUAL /ORGANIZATION), WITH NO VESTED INTEREST
A0100 NON-EMERGENCY TRANSPORTATION - TAXI
A0170 TRANSPORTATION ANCILLARY, PARKING FEES, TOLLS, OTHER

4.11. Disability Determination Trips

The following outlines the process for transportation requests from the Office of Disability Determination Services (DDS) in the Vermont Department for Children and Families (DCF). DDS makes medical eligibility determinations for clients who have applied for Social Security and SSI Disability, or who need to be found disabled to qualify for Medicaid. DDS also reviews the medical eligibility of clients who are on these programs. DDS clients need rides to special medical examinations that have been scheduled by DDS as needed to determine their eligibility.

If transportation cannot be arranged, the Broker need only notify the designated DDS contact.

The Broker will:

- Receive the request for transportation from a DDS staff person via fax or email on a “Transportation Authorization” form. The request will include the following: requesting division; necessary client information (name, case number, telephone number, etc.); ride details (date, time, location of pickup, drop-off, return, etc.); cost limitations (requires DDS approval prior to arrangement); other client needs (car seat, accessibility/mobility issues, accompanying children or adult, etc.); DDS staff person contact information.
- Identify the least expensive mode of transportation available and inform the DCF/ESD/DDS contact person of the cost before scheduling the ride. The Broker must fax the ride information to the DDS contact person, which shall include: mode of transportation (volunteer, taxi, van); verification of ride details (dates and times of pick ups and drop offs); cost to be billed to DDS if ride is approved; contact fax number for DDS to notify the Broker of approval or refusal of charges; contact telephone number for ride changes or cancellations.

- Provide requested transportation only upon written approval of cost by DDS.
- Confirm that the ride, as approved, has been scheduled and provide additional information that the client will need to identify the ride. The Broker may rely upon DDS to inform the clients and remind them a few days before the appointment.
- Notify the DDS staff contact within 2 work days, or sooner if possible, especially when the ride was for an appointment in the very near future, if a ride cannot be scheduled or must be cancelled.
- Immediately report client no-shows to the DDS contact person for the ride request. If client "no shows" occur, carrier costs will be reimbursed by DDS.
- Include the client's name, case number, date of ride, and addresses of the pick-up and drop-off locations on the invoices.
- Submit monthly bills for DDS trips to:
  Disability Determination Services
  Attn: Financial Specialist
  93 Pilgrim Park Road, Suite 6
  Waterbury, VT 05676
- Direct questions about specific rides to the DDS Scheduling Unit - the contact information will be on the "Transportation Authorization" form.
- Direct questions about billing to the DDS Provider Relations Specialist or the Financial Specialist. Both can be reached at 802-241-2464.

4.12. Transportation of Individuals with Disabilities

The Broker and the DVHA are in agreement that special efforts are and will continue to be made to assure that transportation is provided to individuals with disabilities, including wheel chair and semi-ambulatory persons.

4.13. Special Services Transportation

This section provides a mechanism for the transport and payment of urgent transport services associated with involuntary psychiatric admissions for individuals who are:

- Eligible for benefits from the DVHA.
- NOT eligible for benefits from DVHA and who do not have the financial means to reimburse the Broker as determined by the Department of Mental Health (DMH).

The Broker shall:

- Provide transportation services for mental health patients identified by the DMH or a mental health screener of a Designated Agency (a mental health practice specifically identified as a Designated Agency); pediatric patients will typically be transported to the Brattleboro Retreat and adult patients will typically be transported to a hospital identified by the DMH as a Designated Hospital. The Designated Hospitals are included as Attachment J of contracts.
- Make transportation services available 24 hours/day, 7 days/week with as much advance notice as possible by the DMH or the mental health screener regarding the potential need for a transport with the goal of having patients en route to the receiving hospital within one hour of the decision to transport the patient.
- Provide the screener or the DMH an estimated time of arrival when called for a potential transport. If a driver cannot respond in a time frame acceptable to the screener or DMH given the patient's circumstances, DMH or the screener may seek an alternative means of transport.
- Provide the mode of transportation identified as medically appropriate by the mental health professional requesting the transportation.
- Ensure that the contract Attachment I is updated so DMH personnel, designated agency screeners and designated Hospital mental health professionals are provided with a backup system for contacting participating organizations that provide transport services which do not utilize a dispatcher (e.g., a secondary or alternate person to call in the event of no response from the primary contact).
- The Broker must notify DMH immediately if there are any changes to contract Attachment I.

- Follow DMH transport protocols and training. All patients under transport shall be accompanied by at least one adult approved by the DMH. Transportation services shall include the return of the adult to the location at which they were picked up.
- If the Broker is notified of a potential transport and no transport occurs due to cancellation, the Broker shall be paid; contact DMH for instructions. All such calls shall be billed to DMH whether or not the patient is an DVHA beneficiary.
- If the Broker cannot provide transport within a medically appropriate time frame, as determined by the screener or DMH, and discussed with the Broker at the time of the transportation request, no compensation will be due the Broker.
- Reimbursement for the transport of Medicaid beneficiaries under this section will be paid at the same reimbursement rate as any other Medicaid transport and billed according to the "VPTA Reconciliation and Remittance Advice Processing Instructions", with any subsequent updates.
- If the individual is not Medicaid eligible, the payment arrangements are as follows:
- The Broker will submit a standardized bill (e.g., a HCFA 1500) for services in a timely manner to the DMH, Attention of Frank Reed, 108 Cherry Street, Burlington, VT 05452.
- The bill will include the same fields of information completed for bills submitted to DVHA and shall contain as a minimum the following information: date of submission, billing period, Contractor/Broker name and signature, address and telephone number, contact (program participant names and information), trip mode, number of trips, date of each trip, requesting individual (e.g., name of mental health screener), pickup and delivery destinations, amount due to a volunteer driver, total per trip and total of totals for each Broker. An administrative fee equal to that cited under contract Attachment B can be billed to the DMH for non-Medicaid transports on an annual basis and shall be submitted as an invoice, not on a standard

billing form such as a HCFA 1500.

Questions about billing should be directed to Frank Reed at 802-652-2000.

4.14. Hardship Mileage Reimbursement Program

The Hardship Mileage Reimbursement Program is a mileage reimbursement program for Medicaid beneficiaries who have a vehicle and who are transported over 50 miles per week (Sunday to Saturday) or over 215 miles per calendar month for medical appointments/services. All travel needs to be prior authorized through the broker (if local) or through the DVHA (if out-of-area or out-of-state). **The DVHA reserves the right to review specific hardship requests to determine true economic necessity.**

The following individuals may be eligible to receive Hardship Mileage:

- Any natural or adoptive parent of a child less than 18 years of age. Such an individual may receive Medicaid transportation reimbursement only through the Hardship Program.
- An individual living in the Medicaid household providing transportation to a Medicaid beneficiary using a vehicle owned/provided by the Medicaid household.

The beneficiary may be reimbursed for mileage if the beneficiary uses his or her own automobile for medically necessary transports if the beneficiary has a condition that:

- Requires repeated treatment on at least a weekly basis (such as dialysis, chemotherapy, physical therapy, psychotherapy etc.) and beneficiary mileage for these trips totals more than 50 miles per week., OR,
- Requires multiple trips and/or treatments each month and beneficiary mileage for these trips totals more than 215 miles per month.

Hardship mileage reimbursement is currently at the rate of $.18 per mile. It is necessary for trips to be pre-authorized by the Broker under the hardship provision. To obtain reimbursement for hardship mileage, the beneficiary must submit to the Broker: 1) the time and place of each medical

appointment, 2) the name of the medical provider, and 3) actual miles traveled.

The Broker must verify the trip/mileage using maps or (online) Google Maps information, and date/time of the appointment.

Beneficiaries will not be reimbursed for trips that do not meet Medicaid eligibility guidelines.

Trips to/from a hospital emergency room, made by an individual using their own vehicle, are potentially eligible for hardship reimbursement if all eligibility criteria is met and the trip is reported to the Broker within 48 hours of occurring.

4.15. Acknowledgement and Waivers: Hardship OR PERSONAL CHOICE DRIVER

When Medicaid beneficiaries or Reach-Up or Ladies First program participants/clients/recipients (hereafter called "recipients") voluntarily choose to drive his or her own vehicle (hereafter a "Hardship Driver") and qualify for the *Hardship Mileage Reimbursement Program* or receive permission from DVHA to select a "Personal Choice Driver" to drive the them in either the recipient's or another vehicle) for eligible transportation, as defined by rule, in every such instance, the Broker shall secure from the recipient and separately from the Driver, an Acknowledgment and Waiver of Liability which is signed and dated by each:

- which notifies the Recipient and the Driver that it is the Recipient's and the Driver's responsibility (and not the responsibility of the Broker or the State/DVHA to assure that the vehicle is properly registered and inspected; that the Driver is currently licensed to drive the vehicle and that the vehicle will be operated in compliance with all motor vehicle laws that apply to the Driver and vehicle, and
- in which the Recipient and the Driver each assume full responsibility for all liability and all risk of injury or loss and each waives and releases any claims which the Recipient or the Driver may have against the Broker or the State/DVHA in connection with such transportation. Each Acknowledgment and Waiver of Liability shall be filed with the Broker prior to the first time that the Broker

authorizes reimbursement for the recipient's use of a Hardship or Personal Choice Driver. All such forms/documents shall be retained by the Broker.

The Acknowledgment and Waiver of Liability forms are found in Section 6 of this manual.

NOTE: Mileage reimbursement for preapproved Personal Choice Drivers will begin at the point of pick up, not at the driver's point of departure.

4.16. Reach Up Program

Reach Up is a training and work program primarily for parents receiving Reach Up grants and support services through the Department for Children and Families (DCF), Economic Services Division (ESD).

The Reach Up transportation process is as follows:

The Reach Up case manager will establish eligibility for transportation by completing a Vermont Department for Children and Families (DCF), Economic Services Division (ESD) "Transportation Authorization" form and providing two copies to the Broker. Once eligible, the beneficiary is responsible for contacting the Broker. Services requested may include ESD approved activities for the beneficiary and children. The Reach Up case manager will contact the Broker to collect the cost and mode information before finalizing authorizing the transport.

Additional trips can only be approved with another authorization form.

If the Broker is contacted by a Reach Up beneficiary but has no "Transportation Authorization" form, the beneficiary should be referred to the local DCF District Office.

Once a Broker receives final approval from the ESD case manager and has been contacted by the Reach Up beneficiary, transportation may be arranged. If a trip is cancelled, beneficiaries should contact the Broker 24 hours prior to the arranged trip.

The Broker will:

- Arrange only the transportation authorized on the authorization form.

- Not provide transportation to Reach Up beneficiaries without receipt of the completed "Transportation Authorization" form from the beneficiary's case manager.
- Notify the Reach Up case manager cited on the authorization form if transportation cannot be arranged.
- Immediately report no-shows to the ESD District Director or designee. In addition, the Broker shall follow the no-show process. If "no shows" occur, carrier costs will be reimbursed.
- Bill monthly based on the approved "Transportation Authorization Form":
- Each bill must be by district, participant receiving a ride, number of children participating in the ride, mode of transportation, start and end date, destination of ride, cost per trip, cumulative cost form the very first ride, number of no-shows, case manager's name and purpose of the ride. Purpose of the ride may be to participate in work activity, education, training, Making it Work, assessment or other federal work countable activities.
- Provide a summary bill of cost identifying the provider, provider number, claim date and signed by whoever prepared the bill and report.
- Invoices submitted more than 60 calendar days after the month of service will not be honored.
- Bill according to the instructions included in the "VPTA Reach-Up Procedure Manual", last edited 4/2008, with any subsequent updates, to facilitate billing for Reach-Up transports.
- Submit bills for Reach Up trips to AHS/DCF/Economic Services Division, Attention of Marcia Guyette, A Building, 2nd Floor, 103 South Main Street, Waterbury, VT 05671-1201.
- Submit copies of bills for Reach Up trips to the appropriate ESD District Manager.
- Copies of denials for transportation should be sent to:

  Application and Document Processing Center

Dale Building – Ground Floor

103 South Main Street

Waterbury, VT 05671-1500

- Direct questions about specific rides to the DCF Staff contact - the contact information will be on the "Transportation Authorization" form.
- Direct questions about billing to Marcia Guyette at 802-241-3981.

4.17. Providing Transportation to Others

When requests for transportation include non-Medicaid riders in addition to the Medicaid beneficiary, it must be established that it is medically necessary for those other riders to be included. Such situations may include:

- An adult accompanying a minor child
- A companion accompanying a disabled person
- A parent visiting a sick minor child in a hospital

Beneficiaries requesting others to assist them or accompany them on a ride must receive prior approval from the DVHA. A letter from the referring physician must be forwarded to the DVHA for review. The broker may request further information from the beneficiary as well. The result of the any determination will then be passed on to the broker.

4.18. Visitation Limitation

Medicaid will cover one round trip transport for the parent(s) (natural or adoptive) to visit a minor child in medically stable condition, admitted to a sub acute facility (nursing home or long term care facility) with prior approval from the DVHA, when the duration of minor child's stay is expected to exceed 30 days. If the visit is scheduled for the weekend, overnight lodging may be covered.

Visitation will not be covered in cases where a parent has chosen for their child to receive treatment from a facility other than the closest available facility.

5. Beneficiary Communication

5.1. Notification of Beneficiary "No Shows"

At the time of the first "no show" by a beneficiary, the broker shall send out a letter outlining the DVHA's "no show" policy. The first "no show" shall not count against the beneficiary. A copy of this letter may be found in Section 6.

On subsequent "no shows", however, the broker should document the "no show" in their computer system and must send written notification of the "no show" to the beneficiary. If the beneficiary has subsequent "no shows" each event must be documented by the broker and written notification of each occurrence must be sent to the beneficiary, noting they may lose access to their transportation benefit if they continue to "no show." After the third "no show" in a three-month period the broker must send written notification that the beneficiary has "no showed" for the third time in that three-month period and, therefore, may only access their transportation benefit through a Personal Choice Driver A copy of the benefit suspension letter may be found in Section 6.

NOTE: Late or last-minute appointment cancellations by providers shall not be counted as "no shows" for beneficiaries. Also, good cause for missing appointments and/or rides may be taken into consideration by the broker and/or DVHA when addressing specific "no show" incidents.

The "no show" notice to the beneficiary must include the following elements:

1) How long the beneficiary will be suspended from using broker arranged transportation.
2) When the suspension begins.
3) The reason for the suspension.
4) A reference to this policy.
5) An explanation of the beneficiary's right to appeal this decision to the Human Services Board by calling the Health Access Member Services Unit (Maximus) at 1-800-250-8427 or by writing to the director of the local DCF District Office within 90 days of the date of the suspension notice. (See below in this Manual for how to handle an appeal.)
6) A statement that all trips provided by their Personal Choice Driver need to be prior authorized by the broker.
7) A statement that the beneficiary may return to using the broker arranged transportation after the suspension period ends.

Suspension Time

The following is the suspension time for the transportation benefit:
1st suspension 30 days
2nd suspension 60 days
3rd suspension 90 days
4th suspension 120 days
5th suspension 180 days
6th suspension the beneficiary may only access the transportation benefit by a Personal Choice Driver.

If a Reach Up beneficiary is a "no show," copies of all "no show" notification letters will be sent to the beneficiary's Reach Up Case Manager at the local DCF office.

"No shows" count for the entire immediate family (all members living in the same household). For example, a "no show" by a child shall count as one "no show" for all members of that household.

The broker must send written notification to the beneficiary when the suspension period has ended informing the beneficiary how they may access their broker arranged transport again.

NOTE: If a broker does not follow this policy per direction (if notices are not sent out, etc), then the beneficiary's "no shows" cannot be counted against them until the policy is followed correctly.

5.2. Denial of Transportation

When a request for transportation is denied, a Medicaid beneficiary must be given a written notice explaining the reason for the denial and informing the beneficiary of the right to appeal. The Broker must use the most recent version of DVHA-220MT, a standard form provided by the DVHA for this purpose.

The Broker will complete the DVHA-220MT by listing the Identification (ID) number, name and address of the head of household, the name and address of the Broker and by checking the reason for denial. If the reason is not stated on the form, check "Other" and fill in the blank. All reasons must coincide with Medicaid policy. If in doubt, the Broker should contact the DVHA for guidance.

Copies of the notice will be distributed as follows:

White - Medicaid beneficiary

Yellow - DVHA

Pink - Broker File

The Broker must contact the DVHA to replenish their supply of form DVHA-220MT.

5.2.1. Beneficiary Unruly, Dangerous or Illegal Behavior

The Broker must assure that transportation to and from necessary medical services is available for eligible beneficiaries. The Broker may not deny transportation services because the beneficiary is "unpleasant" (i.e., disagreeable, displeasing or generally obnoxious).

In some circumstances, the Broker should report a beneficiary's behavior to the police; an example is if a beneficiary's behavior is dangerous, threatening, or threatens to become physically abusive to employees or the public. If the Broker believes the beneficiary is engaging in behavior that is against the law, such as using illegal drugs (for example, smoking marijuana while being transported), such behavior should be reported. After making a report, the Broker will notify the beneficiary in writing that the beneficiary's threats, physical abuse, dangerous or illegal behavior has been reported to the appropriate agencies/authorities and that it may result in the beneficiary's suspension from the NEMT program or denial of future requests for NEMT.

In cases where beneficiary behavior is obnoxious or offensive but not dangerous or illegal, the Broker should inform the beneficiary in writing that the behavior is unacceptable. The Broker may also inform the beneficiary, in writing, that if the behavior continues, the DVHA may be willing to reimburse a personal choice driver that the beneficiary obtains to provide the transports to medical services/appointments (but at no greater cost than otherwise would have been incurred). All personal choice drivers must be prior authorized by the DVHA before initiation, and every transport provided by that personal choice driver must be prior authorized by the Broker.

Transportation brokers, in accordance with DVHA, reserve the right to "lock-in" beneficiaries to one specific volunteer driver due to repeated instances of offensive or inappropriate

behavior. If the beneficiary chooses not to ride with that driver, then transportation will not be provided.

In cases where a beneficiary has a history of abusive, offensive, dangerous or threatening behavior and as a result no carrier can be found who is willing to transport the beneficiary, a written denial notice must be given the beneficiary with the reason stated as "No carrier or driver willing to transport".

5.3. Beneficiary Appeal for Fair Hearing

A beneficiary may appeal **any denial of a request for transportation**. All beneficiaries denied transportation must receive a written denial from the Broker. DVHA 220-MT informs beneficiaries that they may request a hearing by calling the Health Access Member Services Unit (Maximus) at 1-800-250-8427 within 90 days of the date of the denial.

The DVHA contacts the Broker to obtain any other available information and notifies the Human Services Board which will hear the appeal. The Human Services Board then notifies the beneficiary of the time and place for the hearing.

A copy of a Fair Hearing decision may be requested by contacting the Human Services Division of the Attorney General's Office at (802) 241-2840.

Beneficiaries who use private transportation to and from a fair hearing may be reimbursed for mileage. A request for reimbursement is handled by the applicable DCF District Office. Most persons are reimbursed for travel to a Fair Hearing outside of their town of residence by submitting an AAF-6A State of Vermont Personal Expense Claim.

Beneficiaries with special transportation needs (such as a ramp or lift equipped vehicle), with no car or those who live in remote locations may be provided transportation by the designated broker serving the beneficiary's town of residence. Such transportation will be provided for those with special needs regardless of whether the hearing is held inside or outside of the applicant's town of residence.

5.4. Report Suspected Fraud, Waste or Abuse

If any Broker, contractor/broker employee, volunteer or carrier becomes suspicious of possible beneficiary fraud,

waste or abuse in relation to the Medicaid or Reach-Up transportation programs, contact the DVHA IMMEDIATELY.

Suspected fraud, waste or abuse by carriers (for example, padding of mileage or time reports by volunteer or personal choice drivers or others), and suspected abuse of beneficiaries by carriers must be reported for investigation to the Medicaid Fraud and Residential Abuse Unit of the Vermont Attorney General's Office at 802-241-4440.

Suspected abuse, neglect or exploitation of vulnerable adults must be reported to Adult Protective Services at 1-800-564-1612. Please let it be noted that since the Broker is a contractor of the State of Vermont, Agency of Human Services, the Contractor/Broker is mandated by state law to report suspected abuse, neglect or exploitation whether it can be verified or not.

6. Forms and Reference Materials

APPENDIX A: COVERED/NON-COVERED SERVICES

Examples of NEMT eligible services

Abortions

Care Coordination visits – meetings with DVHA's Care Coordinators (nurse or social worker) at their office location.

Childbirth Education Classes – if not a Lamaze class, prior authorization is required from DVHA.

Contraceptives – Medicaid will transport to pick up contraceptives.

Fair Hearings – Medicaid covers beneficiary transport to and from fair hearings

Hearing Aids – Medicaid will cover transportation for beneficiaries to have their hearing tested or to have hearing aids repaired.

OBGYN, Greenfield, MA – is considered part of the Brattleboro area for obstetrical and gynecological care.

Parents in Distress – a group therapy, family-counseling program in the White River Junction area.

Sex Offenders' Group Therapy – if a licensed psychiatrist or psychologist leads or directly supervises the group.

Therapists – if licensed psychiatrists or directly supervised by a licensed psychiatrist.

Well Child Clinics – only if no other means of transportation is available.

WIC Clinics – restricted to trips where the beneficiary will receive a medical service.

Examples of Non-Eligible NEMT Services

Trips to fill out paperwork or pick up benefits are not covered.

Transportation to any activity, program or service that cannot be directly billed to Vermont Medicaid or is not directly provided by an enrolled health care provider.

Services required by a child's Individualized Educational Plan

(IEP)

Self-directed activities

Smoking cessation workshops and programs, including hypnosis

A pharmacy for non-medical items

Horse-riding therapy

Experimental treatments where a control-group is used or clinical trials

Visiting sick friends or relatives

DCF District Offices to report changes or for reviews

Alcoholics Anonymous or other 12-step meetings

Vermont Association for the Blind meetings

Local Food Shelves

WIC programs to obtain benefits

Meetings with school counselors

Daycare facilities (children)

Summer Camps/Schools

School tutoring/After school programs

Gyms/exercise facilities

Public or private pools for swimming

Homeless shelters

Civic organizations (American Legion, Lions, Elks, etc)

Parenting classes (with the exception of child birth classes)

Grocery/department stores (without pharmacies)

Trip to a healthcare provider's office solely to obtain medical records

Anger Management classes

Support Groups – battered women, cancer, Alcoholics Anonymous, etc.

University of Vermont (UVM) Substance Abuse Treatment Center in Burlington

Other (not an all-inclusive list, but examples):

- Free clinics, such as WIC, are generally exempt from this rule if necessary medical services are provided. The local Health Department will refer beneficiaries for allowable trips. However, trips to fill out forms or pick up benefits apart from a medical service are not covered. If transporting to and from free clinics, all questions about the nature of the visit should be directed to DVHA to ensure confidentiality.
- When the service would normally be covered by Medicaid but is free (such as flu shots).
- When beneficiaries have exceeded the dollar-cap for a covered service but have agreed to pay for additional medical/dental care themselves.

Situations may arise where Medicaid will pay for transportation for a beneficiary to a service that is not a normal covered service under current Medicaid guidelines. The Broker must contact the DVHA to discuss these situations and to receive approval to transport.

Vermont Department for Children and Families
Economic Services Division
Disability Determination Services

ESD 160
R 10/08

TRANSPORTATION AUTHORIZATION

Name _____ DOB_____ Claim Number _____

Address _____ Home telephone no. _____

Purpose _____

☐ FDP ☐ Disability Determination ☐ Fair hearing

Trip information:

Start date _____

End date _____

Travel from _____Pick up time _____

Travel to _____Arrival time _____

Return to _____Pick up time _____

How often _____

Miles Per Trip _____

Special needs, please describe: ☐ Children _____

☐ Guardian _____

☐ Disability _____

☐ Other _____

Transportation broker _____ Telephone no. _____

Fax Number _____

Mode of Transportation _____ Cost per Trip_____

DCF Staff Contact _____ Date _____

Office or location _____ Telephone no._____

Fax Number _____

Cost Approved ☐ Cost Disapproved ☐ By _____ Date _____

IN-STATE, OUT-OF-AREA/OUT-OF-STATE MEDICAID TRANSPORTATION

PHYSICIAN REFERRAL FORM

The Department of Vermont Health Access provides travel assistance to eligible Medicaid recipients to access necessary medical services. Please provide the following information to help us provide that assistance. Thank you.

Physician's Office: Please mail or fax completed form to:
Medicaid Transportation, Department of Vermont Health Access,
312 Hurricane Lane, Suite 201, Williston, VT 05495 / Fax: (802) 879-5919.

Client Name

_____

Medicaid Number_____
DOB_____

Appointment Date and Time

_____

Name of Primary Physician

_____

Name of physician to whom
patient is being referred

_____

Address

_____

_____

Phone #

_____

Is overnight lodging necessary? Yes_____ No_____

Medically, how many people should accompany the patient?
_____

Local Transportation Broker Name:
_____

Address:
_____

_____

Phone #:
_____

_____

DVHA Decision: _____ Authorized by: _____ Date:
_____

Please describe the specific service or care requested:
_____

_____

Please check "yes" or "no" to all of the following questions. If necessary, use an additional sheet of paper:

YES	NO	
☐	☐	Is this service obtainable in Vermont?
☐	☐	Have efforts been made to find a closer provider?
☐	☐	Does the requested physician possess special expertise?
☐	☐	Is it medically necessary for this physician to treat this patient?
☐	☐	Does the patient have a history with this specific provider?
☐	☐	Can another physician take over this case if a history does exist?

If necessary, please add any further information:_____

_____

_____

_____

_____

_____

_____

_____

_____

Print name of Doctor or Doctor's Staff providing information

_____ _____

Signature of Doctor or Doctor's Staff providing information Date
(if phone contact, broker staff filling out this form)

[Place on local broker Letterhead]

HARDSHIP MILEAGE REIMBURSEMENT LETTER

(Place on local broker letterhead)

PLEASE CAREFULLY REVIEW THIS NOTICE.

Effective October 1, 2010, should you require reimbursement through Medicaid for transportation to Medicaid covered services, you must comply with these procedures.

If you are in receipt of Medicaid, Vermont's Medicaid Program requires that you are assured necessary transportation to and from available providers of medical care and services covered under Medicaid. Assuring transportation does not necessarily mean payment for transportation through DVHA, however. It is your responsibility to plan your medical appointments so the least amount of trips will be needed. If you have access to other means of transportation which you use for daily living activities, this should be used first. If you have no other way to get to covered medical services you may request assistance in obtaining and

paying for medical transportation. If an undue financial hardship exists payment may be considered on a case by case basis, depending on client infirmity/limitations, frequency and distance of trips, and trips by private vehicles or taxi to Medicaid covered services.

If you are requesting mileage reimbursement the following policy applies:

1) Any mileage reimbursement for medical transportation must be prior authorized. To request authorization, the requesting provider must complete a Medicaid Prior Authorization form at least 10 days in advance of the medical appointment, unless it is an emergency or urgent care in which case you must contact us as soon as possible after the appointment.

2) Keep track of all your appointments to Medicaid covered services on a Monthly Authorization Voucher for Medical, Travel and Incidental Expenses. Vouchers can be obtained by contacting your local Medicaid transportation broker. Unless approved otherwise, Google Maps will be used to determine the number of miles reimbursed. It is very important that you include a physical address for all providers.

3) Obtain written verification from your physician that you kept your appointment. Verification may be the signature on the voucher, a statement or FAX on physician letterhead or prescription form or receipt for that day's appointment.

4) Submit your monthly *voucher* and verification of kept appointments to your local transportation broker by the end of the following calendar month. Make sure your voucher is signed.

5) If determined eligible, the local transportation broker will then make arrangements for you to receive reimbursement at a rate of .18 per mile.

6) In the event your private vehicle is mechanically out of service, you must present supporting documentation from a registered mechanic at an authorized auto repair service before arrangements will be made for an alternative mode of transportation (Public Transportation, DSS driver or taxi). That documentation needs to be submitted to your local transportation broker.

[Place on local broker Letterhead]

MEDICAID MOTOR VEHICLE EXCEPTION REQUEST FORM

Please mail or fax this completed form directly to your
local transportation broker's office.

Name: _____ Medicaid Number:

_____

Address: _____ Phone Number:

_____

_____

Reason for Exception Request: A vehicle is considered unavailable, on the day needed, if (please check all that apply):

- ☐ the vehicle is not operating; or
- ☐ the vehicle is not registered; or
- ☐ the vehicle is not insured; or
- ☐ there are no licensed drivers in the household; or
- ☐ there is no one in the household capable of driving the vehicle; or
- ☐ the vehicle is being used for work purposes and (**select one or more below**):
  - ☐ the wage earner is not able to take time off of work for the medical appointment,
  - ☐ the appointment cannot be scheduled around the wage earner's working hours; or
  - ☐ the wage earner works at such a distance that they are not able to be dropped off and picked up at work so that the vehicle may be used for the transport to a medical appointment.

Vehicle #1: Make_____ Model_____ Year _____ Operating? _____

Vehicle #2: Make _____ Model_____ _ Year _____ Operating? _____

Vehicle # 3: Make _____ Model_____ Year _____ Operating? _____

Signature of Requestor: _____ Date of Exception Request: _____

DVHA Decision: _____ Authorized by: _____ Date: _____

DRIVER'S ACKNOWLEDGEMENT AND WAIVER OF LIABILITY – PERSONAL CHOICE – MEDICAID

This is a Legal Document Which Contains A Release of Legal Rights – Review Carefully and Understand Before Signing

TRANSPORTATION PROVIDER. is a Medicaid broker and provides transportation for Medicaid clients to and from medically necessary appointments. Instead of using a driver and vehicle selected by **PROVIDER**, a Medicaid client may select a driver and vehicle of his/her own choosing to drive him or her to and from medically necessary appointments which are authorized for payment by Medicaid. **PROVIDER**, in turn, will send the Medicaid payment to the driver selected by the Medicaid client.

As a driver, I understand that _____(insert name of Medicaid Client) (referred to in this document as the "Client") has personally and voluntarily selected me to drive him/her to one or more of his/her medically necessary appointments.

I understand, acknowledge and agree to the following with respect to any and all transportation which I provide to the Client for any medically necessary appointments:

I am not an employee or agent of **PROVIDER**. **PROVIDER** has not selected me as a driver for the Client, nor do they have any control over how I operate the vehicle used to transport the Client. I understand that the only responsibility of the **PROVIDER** is to provide reimbursement to me, as the driver, at a rate set by the State of Vermont. I assume full responsibility for all injury or damage which may arise out of my transporting the Client and I both waive any claims against and agree to hold harmless **PROVIDER** and its employees and directors from any and all claims arising from injury, damage, expense or loss which may occur in my driving the client to and from medically necessary appointments. I also understand that it is my sole responsibility to follow all laws governing vehicles and drivers. This waiver is binding on me, my family and my heirs, assigns, executors and administrators.

I HAVE CAREFULLY READ THIS ACKNOWLEGEMENT AND WAIVER OF LIABILITY. I UNDERSTAND ITS CONTENTS AND I AFFIRM MY AGREEMENT TO ITS TERMS. I AM AGE 18 OR OLDER AND CAN SIGN LEGAL DOCUMENTS, INCLUDING THIS ACKNOWLEDGEMENT AND WAIVER OF LIABILITY

Date: _____ Date:_____

_____ _____
Signature of Driver Witness

CLIENT ACKNOWLEDGEMENT AND WAIVER OF LIABILITY – PERSONAL CHOICE – MEDICAID

This is a Legal Document Which Contains A Release of Legal Rights – Review Carefully and Understand Before Signing

TRANSPORTATION PROVIDER. is a Medicaid broker and provides transportation for Medicaid clients to and from medically necessary appointments. As a Medicaid client, I understand that I can use the drivers and vehicles provided by **PROVIDER** to take me to my medical appointments. I also understand that if I prefer to do so, I can select my own driver to take me to and from such medically necessary appointments instead of having a **PROVIDER** driver, operating a **PROVIDER** vehicle, take me to such appointments.

I have decided to select my own driver and understand and agree to the following:

I have selected the driver and the vehicle for my medically necessary transportation. I understand that the only responsibility of **PROVIDER** is to provide transportation reimbursement to the driver at rates set by the State of Vermont. I waive any and all claims against **PROVIDER** and its employees and directors arising from injury, damage, expense or loss which may occur in connection with my medically necessary transportation. I also understand that it is my sole responsibility to make sure that my driver follows all laws governing vehicles and drivers. This waiver is binding on me, my family and my heirs, assigns, executors and administrators and applies to all medically necessary transportation in which I have selected a the driver.

I understand that I may consult an attorney regarding this waiver. By signing below, I agree that I have carefully read this document, or had it read to me, and understand and agree with its terms. Finally, I understand that I am free at any time to once again use the transportation provided by PROVIDER and this acknowledgement and Waiver of Liability will not apply to any transportation that is provided by a PROVIDER driver and vehicle.

Date: _____ Date:_____

_____ _____
Signature of Medicaid Client Witness
ATTACH COPY OF MEDICAID CARD

Date: _____ Date: _____

_____ _____
Signature of Client's Parent/Guardian if Client Witness
Is under age 18 or under legal Guardianship

DRIVER'S ACKNOWLEDGEMENT AND WAIVER OF LIABILITY – PERSONAL CHOICE - DVHA

This Is a Legal Document Which Contains A Release of Legal Rights
Review Carefully and Understand Before Signing

TRANSPORTATION PROVIDER. _____ (name of provider**)** ("PROVIDER"), provides transportation for DVHA clients (the "Client) to and from appointments with the Reach-Up, Fair Hearing and Ladies First Programs. Instead of using a driver and vehicle selected by PROVIDER, a client may select a driver and vehicle of his/her own choosing to drive him or her to and from appointments with one of the programs named above. PROVIDER, in return, will send the DVHA authorized transportation reimbursement to the driver selected by the client. Transportation to or from any of the above named programs shall be referred to in this document as a "DVHA transportation". _____ (name of client) has personally and voluntarily selected me to provide him/her with DVHA transportation.

I understand, acknowledge and agree to the following with respect to any and all DVHA transportation which I provide to the client:

I am not an employee or agent of PRVIDER. PROVIDER has not selected me as a driver for the Client, nor do they have any control over how I operate the vehicle used to transport the Client. I understand that the only responsibility of the PROVIDER is to provide reimbursement to me, as the driver, at a rate set by the State of Vermont. I assume full responsibility for all injury or damage which may arise out of my transporting the Client with DVHA transportation and I both waive any claims against and agree to hold harmless PROVIDER and its employees and directors from any and all claims arising from injury, damage, expense or loss which may occur in connection with my providing DVHA transportation to the client. I also understand that it is my sole responsibility to follow all laws governing vehicles and drivers. This waiver is binding on me, my family and my heirs, assigns, executors and administrators.

I HAVE CAREFULLY READ THIS ACKNOWLEDEMENT AND WAIVER OF LIABILITY.

I UNDERSTAND ITS CONTENTS AND I AFFIRM MY AGREEMENT TO ITS TERMS. I

AM AGE 18 OR OLDER AND CAN SIGN LEGAL DOCUMENTS, INCLUDING THIS

ACKOWLEDGEMENT AND WAIVER OF LIABILITY.

_____ _____
Witness Signature of Driver

CLIENT ACKNOWLEDGEMENT AND WAIVER OF LIABILITY – DVHA

This is a Legal Document Which Contains A Release of Legal Rights – Review Carefully and Understand Before Signing

TRANSPORTATION PROVIDER provides transportation for DVHA clients such as myself (the "Client") to and from DVHA program appointments for the Reach-Up, Ladies First and Fair Hearing programs ("DVHA Programs"). As a client, I understand that I can use the drivers and vehicles provided by **PROVIDER** to take me to and from my DVHA Programs. I also understand that if I prefer to do so, I can select my own driver to take me to and from such DVHA Programs instead of having a **PROVIDER** driver, operating a **PROVIDER** vehicle, take me to and from DVHA Programs.

I have decided to select my own driver and understand and agree to the following:

I have selected the driver and the vehicle to take me to and from my DVHA Programs. I understand that the only responsibility of **PROVIDER** is to provide transportation reimbursement to the driver at rates set by the State of Vermont. I waive any and all claims against **PROVIDER** and its employees and directors arising from injury, damage, expense or loss which may occur in connection with my transportation to DVHA Programs. I also understand that it is my sole responsibility to make sure that my driver follows all laws governing vehicles and drivers. This waiver is binding on me, my family and my heirs, assigns, executors and administrators and applies to all transportation for DVHA Programs in which I have selected a the driver.

I understand that I may consult an attorney regarding this waiver. By signing below, I agree that I have carefully read this document, or had it read to me, and understand and agree with its terms. Finally, I understand that I am free at any time to once again use the transportation provided by PROVIDER and this acknowledgement and Waiver of Liability will not apply to any transportation that is provided by a PROVIDER driver and vehicle.

Date: _____ Date:_____

_____ _____
Signature of Medicaid Client Witness
ATTACH COPY OF MEDICAID CARD

Date: _____ Date: _____

_____ _____
Signature of Client's Parent/Guardian if Client Witness
Is under age 18 or under legal Guardianship

ACKNOWLEDGEMENT AND WAIVER OF LIABILITY BY DRIVER FOR TRANSPORTATION OF HARDSHIP CLIENT

This Is a Legal Document Which Contains A Release of Legal Rights
Review Carefully and Understand Before Signing

The following individual _____(can be driver or a dependent family of driver) is a Medicaid client (the "Client"). Because I own and drive a vehicle, I can drive the Client to and from qualified medically necessary appointments in my vehicle. I understand that the following conditions must be met in order for me to qualify for Medicaid transportation reimbursement:

The Client has a condition that requires multiple treatments at least once a week (such as dialysis, chemotherapy, physical therapy, etc.) and the client mileage for these trips totals more than 50 miles per week.

-OR-

The Client has a condition that requires multiple trips and/or treatment each month and the client mileage for these trips totals more than 215 miles per month.

I understand, acknowledge and agree to the following with respect to any and all transportation which I provide to the client for any medically necessary appointments:

I am not an employee or agent of **TRANSPORTATION PROVIDER**. **PROVIDER** has not selected me as a driver for the Client, nor do they have any control over how I operate the vehicle used to transport the Client. I understand that the only responsibility of the **PROVIDER** is to provide reimbursement to me, as the driver, at a rate set by the State of Vermont. I assume full responsibility for all injury or damage which may arise out of my transporting the Client and I both waive any claims against and agree to hold harmless **PROVIDER** and its employees and directors from any and all claims arising from injury, damage, expense or loss which may occur in my driving the Client to and from medically necessary appointments. I also understand that it is my sole responsibility to follow all laws governing vehicles and drivers. This waiver is binding on me, my family and my heirs, assigns, executors and administrators.

I HAVE CAREFULLY READ THIS ACKNOWLEDEMENT AND WAIVER OF LIABILITY.

I UNDERSTAND ITS CONTENTS AND I AFFIRM MY AGREEMENT TO ITS TERMS. I AM AGE 18 OR OLDER AND CAN SIGN LEGAL DOCUMENTS, INCLUDING THIS ACKOWLEDGEMENT AND WAIVER OF LIABILITY.

_____ _____
Witness Signature of Driver

MEDICAID HARDSHIP CLIENT/FAMILY WAIVER OF LIABILITY

This Is a Legal Document Which Contains A Release of Legal Rights
Review Carefully and Understand Before Signing

I am a Medicaid client (the "Client"). I understand that a family member of mine who owns and drives a vehicle may be entitled to reimbursement for transporting me to and from medically necessary transportation. Reimbursement may be provided by **TRANSPORTATION PROVIDER** the regional Medicaid transportation broker, if I have a condition that requires:

multiple treatments at least once a week (such as dialysis, chemotherapy, physical therapy, etc.) and the client mileage for these trips totals more than 50 miles per week.

-OR-

multiple trips and/or treatment each month and the client mileage for these trips totals more than 215 miles per month.

I also understand and agree to the following:

I have selected the driver and the vehicle for my medically necessary transportation. I understand that the only responsibility of **PROVIDER** is to provide reimbursement to the driver at a rate set by the State of Vermont. I waive and all claims against **PROVIDER** and its employees and directors arising from injury, damage, expense or loss which may occur in connection with my medically necessary transportation. I also understand that it is my sole responsibility to make sure that my driver follows all laws governing vehicles and drivers. This waiver in binding on me, my family and my heirs, assigns, executors and administrators.

I understand that I may consult an attorney regarding this waiver. By signing below, I agree that I have carefully read this document, or had it read to me, and understand and agree with the terms.

Date: _____ Date:_____

_____ _____
Signature of Medicaid Client Witness
ATTACH COPY OF MEDICAID CARD

Date: _____ Date: _____

_____ _____
Signature of Client's Parent/Guardian if Client Witness
Is under age 18 or under legal Guardianship

"NO-SHOW" POLICY ADVISORY LETTER

The Department of Vermont Health Access provides travel assistance to eligible Medicaid recipients to access necessary medical services. This letter is to advise you, however, that you recently scheduled transportation but you were not present for the pick up by our driver on [DATE] for an appointment at [PRACTICE, LOCATION].

Per Vermont Medicaid/Reach Up policy, your transportation benefit may be suspended after excessive "no show" incidents. After three of these incidents in a three-month period, this transportation benefit will be suspended. The following explains the suspension time for this benefit:

1st suspension 30 days
2nd suspension 60 days
3rd suspension 90 days
4th suspension 120 days
5th suspension 180 days
6th suspension the beneficiary may only access the transportation benefit by a personal choice driver.

Should your transportation benefits come under suspension, you will only be eligible to have a personal choice driver transport you during the time that those benefits are suspended. Your personal choice driver will be reimbursed through Medicaid/Reach Up – but all of those trips will need to be prior-authorized through your local broker's office and reimbursement and all other paperwork must be completed in advance.

In the future, you must call our office ahead of time to let us know that you are unable to attend a scheduled appointment so that a "no show" is not recorded. If you have any further questions, please feel free to contact our office at [BROKER PHONE].

Thank you.

Local Transportation Broker Name:

_____

Address:

_____

_____

Phone #:

_____

BENEFIT SUSPENSION LETTERS

[Place on local broker Letterhead]

Warning - Letter 1

[Insert beneficiary first and last name]
[Insert street address]
[Insert city, state, zip]

[Insert today's date]

Dear ***[Mr./Ms. Insert beneficiary last name]:***

This is to advise you that that you recently scheduled transportation but were not present for the pick up by our drivers on [***insert date / time of "no show"***.]

In the future, you must call our office ahead of time to let us know that you are unable to attend a scheduled appointment so that another "no show" is not recorded.

Vermont Medicaid/Reach Up policy states that your transportation benefit will be suspended after three "no show" incidents in a three-month period. The following explains the suspension time for the transportation benefit:

1st suspension 30 days
2nd suspension 60 days
3rd suspension 90 days
4th suspension 120 days
5th suspension 180 days
6th suspension the beneficiary may only access the transportation benefit by a personal choice driver.

Should your transportation rights come under suspension, you will only be eligible to have a personal choice driver transport you during the period of time that those benefits are suspended. Your personal choice driver will be reimbursed through Medicaid/Reach Up.

If you do choose to proceed with a personal choice driver, all trips will need to be prior-authorized through our office and reimbursement and other paperwork must be completed in advance.

If you have any further questions, please feel free to contact our office at ***please add number.***

Sincerely yours,
[Signed by Medicaid Coordinator or Responsible Individual]

[***[Place on local broker Letterhead]***

Notice of Suspension - Letter 2

[Insert beneficiary first and last name]
[Insert street address]
[Insert city, state, zip] ***[Insert today's date]***

Dear ***[Mr./Ms. Insert beneficiary last name]:***

Beginning ***date suspension begins*** you will no longer be receiving arranged Medicaid transportation due to having three "no shows" during the previous three months.

It is Vermont Medicaid/Reach Up policy that your transportation benefit will be suspended after three "no show" incidents in a three-month period. The following explains the suspension time for the transportation benefit:

_____ 1st suspension 30 days
_____ 2nd suspension 60 days
_____ 3rd suspension 90 days
_____ 4th suspension 120 days
_____ 5th suspension 180 days
_____ 6th suspension the beneficiary may only access the transportation benefit by a personal choice driver.

You will only be eligible to have a personal choice driver transport you during the period that your benefits are suspended. Your personal choice driver will be reimbursed through Medicaid/Reach Up. If you choose this option, all trips will require prior-authorization through our office and reimbursement and other paperwork must be completed in advance.

Your transportation benefit has been suspended for **[insert period of suspension 30, 60 etc. days]** and ends on [***date suspension ends***.] If you have any further questions, please feel free to contact our office at ***please add number.***

You have the right to appeal this decision to the Human Services Board by calling the Health Access Member Services Unit at 1-800-250-8427 or by writing to the director of the local DCF District Office within 90 days of the date of the this suspension notice.

Sincerely yours,

Signed by Medicaid Coordinator or Responsible Individual]
Copy to: DVHA

[Place on local broker Letterhead]

Notice of Reinstatement - Letter 3

[Insert beneficiary first and last name]
[Insert street address]
[Insert city, state, zip]

[Insert today's date]

Dear ***[Mr./Ms. Insert beneficiary last name]:***

This letter is to advise you that your Medicaid/Reach Up transportation benefits previously suspended on **[insert date]** will be reinstated on [***insert date suspension ends]***.

You may again call our office to arrange your Medicaid/Reach Up transportation. Please be aware that if you have three more "no shows" during the next three months, a longer period of suspension will follow.

Please remember to call our office in advance if it is necessary to cancel your transportation.

Sincerely yours,

Signed by Medicaid Coordinator or Responsible Individual]

Copy to: DVHA