



Transportation Provider Manual

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Glossary

Americans with Disability Act (ADA) - Federal law that provides protection from discrimination to individuals who are regarded as having a physical or mental impairment that does not substantially limit major life activities.

Appropriate Mode of Transportation - The most cost-efficient type of transportation that best meets the physical, healthcare, or behavioral needs of a Recipient requiring transportation to a healthcare service. This includes ambulatory vehicles, wheelchair vehicles, stretcher vehicles, private providers such as taxis, and public transportation.

Attendant – An adult or service animal that accompanies a prior authorized Recipient to provide necessary mobility, personal or language assistance to the Recipient during the time of transportation and healthcare services are provided to the Recipient

Escort - A person permitted to accompany an eligible Recipient or group of Recipients during transport at no cost to the Broker or the transportation service provider.

Grievance - A complaint not resolved to the Recipient's satisfaction, or an issue presented by the Recipient to MTM in writing for formal consideration.

Medicaid - A joint federal-state entitlement program, also known as Medical Assistance, which pays for medical care on behalf of certain groups of low-income persons. The program was enacted in 1965 under Title XIX of the Social Security Act. The Medicaid program pays for transportation to and from non-emergency covered medical services that are provided by an enrolled Medicaid provider if the Recipient has no other means to travel to the appointment. The Texas Medical Assistance Program, a joint federal and state provider provided for in Chapter 32, Texas Human Resources Code, and subject to Title XIX of the Social Security Act, 42 U.S.C. §1396 et seq.

Medicaid Eligible - This term is used in reference to persons who have completed the certification process and are now eligible to receive services and other assistance under the guidelines of the Medicaid program. The term does not include persons who could be eligible for Medicaid (e.g., meet all income and asset criteria tied to eligibility) that are not enrolled in the program.

Prior Authorization - A required pre-approval the Recipient needs from MTM prior to the delivery of NEMT services.

Urgent Request- means a request for non-emergency medical transportation for illnesses or injuries of a less than serious nature than those constituting emergencies but for which treatment is required to prevent a serious deterioration in the client's health and for which treatment cannot be delayed without imposing undue risk on the qualified client's well-being until client secure services from regular physician.

Wait Time- means for a pre-scheduled return trip, such as dialysis, rehabilitation, etc., after an appointment, shall not exceed thirty (30) minutes.

Will Call- the Transportation Provider must establish, where applicable, an internal schedule for the passenger's return trip pick-up which does not impose unreasonable waiting time for the passenger, not to exceed one (1) hour *maximum* from time of passenger's call.

Complaint- means any written or verbal expression of dissatisfaction about services, procedures or function of MTM which causes an intervention by MTM for the Recipient or caller.

Loaded Miles- are from passenger's pick-up location to drop-off location.

How do I Contact MTM?

Network Management Representative

Tasha Watson (A – I)

713-680-4500

twatson@mtm-inc.net

Network Management Representative

Rokitha Brown (J – Z)

713-680-4500

twatson@mtm-inc.net

Area Liaison

Reginald Valentine

713-680-4500

rvalentine@mtm-inc.net

Houston Office

5151 Mitcheldale Ste A-10

Houston, TX 77092

Phone 713-680-4500

Fax 713-680-4501

MTM Transportation Provider Helpdesk:

Contact Number : 1-877-892-3997

Hours :6 a.m. – 7 p.m. CST

Email address: tphelpdesk@mtm-inc.net

Fax Number: 1-866-652-3128

Claims Supervisor

Christina Meyer

636-695-5544

cmeyer@mtm-inc.net

Field Monitor

Dixie King

713-680-4500

dking@mtm-inc.net

Program Director

Valorie Williams

713-680-4500

vwilliams@mtm-inc.net

Transportation Provider Website

Online Credentialing

MTM has developed a credentialing application that is an online tool which helps Transportation Providers and MTM manage credentialing information electronically. It was created to be efficient, to assist in organization, and to ease compliance. It allows MTM to monitor the usage of authorized/non-authorized drivers and/or vehicles. It is also helpful in organizing the Transportation Provider's files, making sure all credentialing requirements for each driver, vehicle, and their company are current. Using this website, all credentialing interaction between providers and MTM occurs online and via e-mail.

Each user is given login information to access the website. If a Transportation Provider has multiple provider codes, MTM will link them together so they all become associated with a single login. MTM's Transportation Provider website instruction manual details step-by-step instructions for on-line credentialing can be found on the "Help" tab.

Claims Process

Detailed instructions on how to use the MTM Claims website can be found in the Claims User Manual. A copy of the manual can be found using the website's "Help" tab.

Preparation:

1. A fax is sent to you, selecting your company to transport passenger(s) for appointment(s) on specified date(s) and time(s).
2. Your company transports passenger(s) and collects one signature for each leg of the trip to verify the trip was completed. A round trip requires two signatures; a three leg trip will require three signatures, etc.
3. After transport, log in to the MTM Claims Website to begin claiming your trips.

1st Step: Create a Packet

An electronic packet must be created so you can attach your signature image and claims to it and submit it to MTM.

- Navigate to the "Packets" tab.
- Enter a packet name.
- Select the "Create Packet" button.

Selecting the “Create Packet” button will take you to the “Submit Packet” page.

2nd Step: Upload Signatures

The “Submit Packet” page allows you to upload an image of all the signatures you would like to claim on the packet.

- Navigate to the “Submit Packet” page.
- Select the “Upload Image” button (this will navigate you to the “Upload Image” page).
- Upload the image of your signatures using the instructions provided on the page.
- Save the image.

Saving the image will navigate you automatically back to the “Submit Packet” page.

3rd Step: Add Claims to the Packet

There are two ways to add claims. You may choose to add claims one at a time or by importing a spreadsheet containing multiple claims.

To add claims one at a time:

- Select whether you want to enter your Pick-up and Drop-off times using 12-hour or 24-hour format by selecting the appropriate button.
- Identify the first trip in the signature image.
- Enter the driver and vehicle used to provide service by using the drop down boxes provided.
- Enter the trip number (identified with either an A or B; for example KSMA1234567A).
- Enter the pick-up and drop-off times.
- Enter the signature type by making a selection from the drop down.
- Press the “Add” button to add the claim to the packet (if you have any inaccuracies, see step 4 below).
- Identify the next trip in the signature image.
- Repeat the steps above until you have added all claims from the signature image.

***Note: Claims added to the packet that are not represented with a signature in the image will be denied.*

To add claims using a spreadsheet:

- Select “Upload Claims” (this will take you to the “Upload Spreadsheet” page).
- Upload the spreadsheet of your claims using the instructions provided on the page.
- All claims from the spreadsheet will be displayed in a list at the bottom of the page.
- Correct any errors identified by the system during the upload process. Errors will be highlighted and details will be provided about what caused the error.
- If you have corrected the errors, revalidate the list by selecting the “Re-evaluate” button. Otherwise, skip this step.
- Select the “Submit” button when you are satisfied with the results displayed in the list. Selecting the “Submit” button will add your claims automatically to the packet and will be displayed in the list on the “Submit Packet” page. Claims from the spreadsheet should be in the same order as the signatures appear within the document.

***Note: Claims added to the packet that are not represented with a signature in the image will be denied. The format of the spreadsheet and further instruction can be found in the Claims Website User Manual which can be accessed by selecting the “Help” tab.*

4th Step: Submit the Packet

Review the trip costs listed for each claim to ensure accuracy. **Trips costs will not be adjusted after a claim has been made.**

If the Trip Cost of a claim is incorrect, remove it from the packet by pressing the “Delete” button next to the claim and contact MTM Transportation Provider Helpdesk. The claim may be added to a new packet at a later time. The image of the signature will need to be uploaded again with the new packet.

Press the “Submit” button when you are satisfied that the trip costs are accurate.

5th Step: Submit the Packet

Pressing the “Submit” button will prompt a certification window to appear requiring you to agree to the following:

"I certify that all claim data entered for this packet is accurate and complete, and that unless I have entered No Signature I have verified that a signature is visible on the image file that I uploaded with this packet. I understand that submitting data with errors may constitute Medicaid fraud. I agree to accept the Trip Cost listed for all claims as payment in full for all claims I am submitting on this packet."

If you agree, select the "I Agree" button, otherwise select cancel. Selecting "I Agree" will submit the claims to MTM for review.

6th STEP: Appeals

Price changes will not be considered after a trip has been claimed and may not be appealed.

Level 1 Appeals

Transportation Providers may appeal denied claims using the online system. Denied claims can be found by navigating to the "Claims" tab and filtering the results by "All Denied" or "Denied".

- Locate the denied claim using the claims list from the "Claims" tab before the claim's appeal deadline (located in the "Claims List").
- Select the trip number of the claim from the list. Selecting the trip number will navigate the user to the "Trip Detail" page. The "Trip Detail" page displays any and all reasons a claim was denied. All reasons must be disputed to appeal the denial.
- Select the "Dispute" button next to the denial reason you would like to dispute. Enter the required information into the pop-up window and press "Save".
- Repeat for all denial reasons.
- Select the "Appeal" button after all denial reasons have been disputed.

MTM will review your appeal and make a decision to approve or deny the claim.

Level 2 Appeals

Transportation Providers may escalate any denied appeals to a supervisor at MTM. Denied appeals can be found by navigating to the "Claims" tab and filtering the results by "All Denied" or "Denied".

- Locate the denied claim using the claims list from the "Claims" tab before the claim's new Appeal Deadline (located in the claims list).

- Select the trip number of the claim from the list. Selecting the trip number will navigate the user to the “Trip Detail” page. The “Trip Detail” page displays the results of the initial appeal.
- Select the “Escalate” button to escalate the appeal to a supervisor. Enter the required information into the pop-up window and press “Save”.

A supervisor at MTM will review your appeal and make a decision to approve or deny the claim. The escalated appeal will not be reviewed by the staff member who reviewed your initial appeal. Level 2 appeals are final.

Provider Trip Management Process

To access the Provider Trip Management Website, navigate to the “Main Menu” by logging in or by selecting the “Main Menu” link from the login box in the upper right corner of your screen.

The Provider Trip Management Website allows Transportation Providers to report cancellations, no –shows, and turn-backs to MTM. When you report a trip on the Provider Trip Management Website, it will automatically update MTM’s system. This method should be used instead of calling MTM or sending changes in by fax or by email.

ETD Instructions

You will need:

- Computer with Excel
- Internet Access

You should have already received your username. If you have misplaced this, please contact your Network Representative or Area Liaison. Open Internet Explorer and go to onlineaccess.mtm-inc.net

1. Enter your username and password, and click the “Log on” button.
2. Select “Electronic Trip Download” from your menu options.
3. Click on “Create New”.
4. Once “Create New” is selected, put in the dates that you want your ETD downloaded for, and hit “Save”.
5. The file will begin downloading and become available for you to access your ETD file.
6. In order to keep any changes made to the file you must save it to your computer.

7. Also, note the ETD website will only save reports pulled within the last two weeks. In order for you to keep these files, they must be saved to your computer.
8. If you are unable to accommodate a trip and wish to turn it back, please use the “Provider Trip Management” option in the MTM web portal (onlineaccess.mtm-inc.net) main menu or email the following information to MTMturnbacks@mtm-inc.net
 - a. Trip Number
 - b. Member’s First Name
 - c. Member’s Last Name
 - d. Trip Date
 - e. Trip Time

***Note: This file may be imported into your routing software. Unfortunately, because there are so many different software packages available, MTM is unable to provide specific instructions on how to import the file into your software.*

Liquidated Damages Process

Pre-Assessment Review

This process allows Transportation Providers the opportunity to review their potential liquidated damages prior to the amounts being deducted from their check. Any liquidated damage found in your pre-assessment review that you do not believe should be assessed need to be emailed to: PAR@mtm-inc.net. Your requests will be reviewed by Quality Management and a determination will be made regarding the assessments prior to your pay date. Damages not reviewed by the Transportation Provider within the allotted time frame will be assessed as normal.

Appeals

Be advised, this process will not affect your right to appeal any liquidated damages actually assessed to your company. All appeals should be emailed to LDappeals@mtm-inc.net.

2013 TEXAS PAYMENT SCHEDULE

Trip Date Range	CUT OFF DATE	PAY DATE	Holiday
Schedule 2013			
12/2/2012 - 12/08/2012	01/02/2013	01/04/2013	New Years Day
12/9/2012 - 12/15/2012	01/08/2013	01/10/2013	
12/16/2012 - 12/22/2012	01/15/2013	01/17/2013	
12/23/2012 - 12/29/2012	01/23/2013	01/25/2013	Martin Luther King Day
12/30/2012 - 01/05/2013	01/29/2013	01/31/2013	
1/6/2013 - 01/12/2013	02/05/2013	02/07/2013	
1/13/2013 - 01/19/2013	02/12/2013	02/14/2013	Presidents Day
1/20/2013 - 01/26/2013	02/20/2013	02/22/2013	
1/27/2013 - 02/02/2013	02/26/2013	02/28/2013	
2/3/2013 - 02/09/2013	03/05/2013	03/07/2013	
2/10/2013 - 02/16/2013	03/12/2013	03/14/2013	
2/17/2013 - 02/23/2013	03/19/2013	03/21/2013	
2/23/2013 - 03/02/2013	03/26/2013	03/28/2013	
3/3/2013 - 03/09/2013	04/02/2013	04/04/2013	
3/10/2013 - 03/16/2013	04/09/2013	04/11/2013	
3/17/2013 - 03/23/2013	04/16/2013	04/18/2013	
3/24/2013 - 03/30/2013	04/23/2013	04/25/2013	
3/31/2013 - 04/06/2013	04/30/2013	05/02/2013	
4/7/2013 - 04/13/2013	05/07/2013	05/09/2013	
4/14/2013 - 04/20/2013	05/14/2013	05/16/2013	
4/21/2013 - 04/27/2013	05/21/2013	05/23/2013	
4/28/2013 - 05/04/2013	05/29/2013	05/31/2013	Memorial Day
5/5/2013 - 05/11/2013	06/04/2013	06/06/2013	
5/12/2013 - 05/18/2013	06/11/2013	06/13/2013	
5/18/2013 - 05/25/2013	06/18/2013	06/20/2013	
5/26/2013 - 06/01/2013	06/25/2013	06/27/2013	
6/2/2013 - 06/08/2013	07/03/2013	07/05/2013	
6/9/2013 - 06/15/2013	07/09/2013	07/11/2013	Independence Day
6/16/2013 - 06/22/2013	07/16/2013	07/18/2013	
6/23/2013 - 06/29/2013	07/23/2013	07/25/2013	
6/30/2013 - 07/06/2013	07/30/2013	08/01/2013	
7/7/2013 - 07/13/2013	08/06/2013	08/08/2013	
7/14/2013 - 07/20/2013	08/13/2013	08/15/2013	

7/21/2013 - 07/27/2013	08/20/2013	08/22/2013	
7/28/2013 - 08/03/2013	08/27/2013	08/29/2013	
8/4/2013 - 08/10/2013	09/04/2013	09/06/2013	Labor Day
8/11/2013 - 08/17/2013	09/10/2013	09/12/2013	
8/16/2013 - 08/24/2013	09/17/2013	09/19/2013	
8/24/2013 - 08/31/2013	09/24/2013	09/26/2013	
9/1/2013 - 09/07/2013	10/01/2013	10/03/2013	
9/8/2013 - 09/14/2013	10/08/2013	10/10/2013	
9/14/2013 - 09/21/2013	10/16/2013	10/18/2013	Columbus Day
9/22/2013 - 09/28/2013	10/22/2013	10/24/2013	
9/29/2013 - 10/05/2013	10/29/2013	10/31/2013	
10/6/2013 - 10/12/2013	11/05/2013	11/07/2013	
10/13/2013 - 10/19/2013	11/13/2013	11/15/2013	Veterans Day
10/20/2013 - 10/26/2013	11/19/2013	11/21/2013	
10/27/2013 - 11/02/2013	11/26/2013	11/28/2013	Thanksgiving Day
11/3/2013 - 11/09/2013	12/03/2013	12/05/2013	
11/10/2013 - 11/16/2013	12/10/2013	12/12/2013	
11/17/2013 - 11/23/2013	12/17/2013	12/19/2013	
11/24/2013 - 11/30/2013	12/24/2013	12/26/2013	Christmas Day
12/25/2013 - 12/07/2013	12/31/2013	01/02/2014	New Year's Day
1/1/2014 - 12/14/2013	01/07/2014	01/09/2014	
1/8/2014 - 12/21/2013	01/14/2014	01/16/2014	
1/15/2014 - 12/28/2013	01/21/2014	01/23/2014	
1/22/2014 - 01/04/2014	01/28/2014	01/30/2014	
1/29/2014 - 01/11/2014	02/04/2014	02/06/2014	
2/5/2014 - 01/18/2014	02/11/2014	02/13/2014	
2/12/2014 - 01/25/2014	02/18/2014	02/20/2014	
2/19/2014 - 02/01/2014	02/25/2014	02/27/2014	
2/26/2014 - 02/08/2014	03/04/2014	03/06/2014	
3/5/2014 - 02/15/2014	03/11/2014	03/13/2014	

Complaints and Grievances

A complaint is an expression of dissatisfaction about any matter other than an action. Possible subjects for complaints include, but are not limited to; aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Recipient's rights. A “serious complaint” involves complaints such as those of sexual harassment, discrimination, threatening conversation/behavior, safe driving issues, etc.

All complaints/grievances are directed to the MTM Quality Management Department (QM). A toll free number is provided (866-436-0457) and calls are answered Monday through Friday, 7:00 AM to 5:00 PM (CST). Complaints/grievances can be received via the MTM website, phone, fax, mail, or email. Calls received after normal business hours are directed to leave a message regarding the complaint information. The voice message will be returned the following business day.

QM will document, investigate, and attempt to resolve the complaints/grievances within three (3) business days. Transportation providers are contacted via fax or email regarding any complaints/grievances received for their company each day (see Sample Document #1). The complaint/grievance will be accompanied with a request for resolution to the reported issue (see Sample Document #2). Below you will find the information which constitutes a complete response from a transportation provider:

- The name of the driver/staff involved in the complaint/grievance
- A detailed response as to what happened
- Any documentation to support the transportation provider’s claim. (Ex; submit a copy of the signed trip log to verify timeliness issues, etc.)
- Corrective Action – identify any changes made to ensure this type of complaint does not occur in the future.

The information referenced above will ensure accurate information regarding complaint/grievance issues against your company are reported to our clients in a precise manner. Your Transportation Provider Guidelines stipulate all complaints/grievances must be responded to within 24 hours of receipt.

The goal of Quality Management is to identify complaint/grievance trends reported against your company and to work with your company to lower the number of reported issues received. This will help maintain a positive reflection of your company and MTM.

Complaint/Grievance Response Request (Sample Document #1)

TRIP #	ALPHA CODE	LAST NAME	FIRST NAME	RECIPIENT PHONE	APPT DATE	APPT TIME	DATE GRIEVANCE RCVD	GRIEVANCE FILED	TP NAME
###123456	VN	SMITH	JOHN	###-###-####	2/1/2011	12:00	2/2/2011	THE RECIPIENT CONTACTED MTM ON 02/02/11 AT 8:00 AM STATING THE TRANSPORTATION PROVIDER DID NOT ARRIVE FOR THE SCHEDULED PICK UP REQUEST.	ABC TAXI
###123459	VB	JONES	SALLY	###-###-####	2/1/2011	3:00	2/2/2011	THE RECIPIENT'S SISTER CONTACTED MTM ON 02/02/11 AT 11:00 AM STATING THE DRIVER FOR THE PICK UP REQUEST WAS VERY RUDE. THE DRIVER REFUSED TO ASSIST THE RECIPIENT WHEN SHE WAS ATTEMPTING TO GET INTO THE VEHICLE.	ABC TAXI

Complaint/Grievance Resolution Request (Sample Document #2)

This complaint/grievance is being forwarded for investigative purposes. If the information is accurate, please include what steps will be taken to avoid such a complaint/grievance in the future. If the complaint/grievance is in regard to any part of a trip's pick-up or drop-off times and you feel the information is unsubstantiated, the complaint/grievance can be made invalid by receipt of a faxed copy of the signed driver's log. Responses must be returned no later than 24 hours from the receipt of the complaint/grievance.

Failure to respond may result in the assessment of liquidated damages, and/or temporary suspension from future trips until the response is received. You may respond by fax, email, or phone. Please remember to include the name of the driver/dispatcher in regards to each grievance issue.

As a Transportation Provider you have the right to file a grievance:

MTM, Inc. would like to remind you that you have the right to file a grievance whether it is regarding denial of claims, an MTM decision, or other items that affect your business relations with MTM.

Grievances can be reported to your Network Representative, Claims Specialist, or the MTM Grievance Hotline at 1-866-436-0457. These grievances are addressed and then reported, on a monthly basis, to HHSC.

If you are not satisfied with the resolution of your grievance, you have the right to appeal MTM's decision within (30) days of the date of the notice. You may call our corporate grievance line at 1-866-436-0457 or send your request by mail. If you wish to mail a letter, please be sure to include your name and the name of your company, as well as a contact telephone number. Please send your appeal to:

Medical Transportation Management, Inc.
16 Hawk Ridge Drive
Lake St. Louis, MO 63367
Attn: Quality Management Department

MTM has 30 days to determine an appeal. Once an appeal decision has been made, MTM will notify you in writing of the decision.

If you do not agree with the decision, you have a right to ask for a fair hearing. The request must be received within 30 days from the date on this letter. The request must be in writing and postmarked no later than the 30th day. Requests filed after 30 days must show good cause for the delay.

The request for a review is sent to the hearings administrator at:

Hearings Administrator
Mail Code W-613
P.O. Box 149030
Austin, TX 78714

Recipient's Responsibilities

When Recipients call to schedule transportation to their nonemergency medical transportation (NEMT) services, they must provide: Medicaid ID #, pick-up address, telephone number, date of birth, date, time, type of appointment(s), doctor's name, facility name, destination address, and telephone number, as well as any special needs, medically necessary passengers, or car seat information as necessary.

Recipients should schedule transportation services for routine medical appointments, following HHSC requirement for scheduling transportation of 2 days notice for scheduling transportation.. If the Recipient calls for urgent/same day transportation, MTM is responsible for contacting the medical provider to confirm urgency. MTM will approve or deny trip requests according to MTM urgency guidelines.

Recipients will be assigned to the mode of transportation that is most appropriate to their needs in the following order:

- Public Transportation
- Ambulatory (sedan/van/minibus/etc.) -- includes wheelchair transfers
- Wheelchair lift equipped vehicle
- Stretcher (for Recipients needing to lay in a prone position, but not in need of medical assistance)

Recipient will be assigned to use transportation services for approved medical services only. Recipients should attempt to use the closest healthcare facility unless a healthcare provider has referred the Recipient outside of their service area and the trip request has prior authorization. Return trips are only provided from the authorized point of drop-off.

The transportation provider must pick up the Recipient within one hour from the time the Recipient calls for their return ride for "will call" trips. The transportation provider must pick up the Recipient within 30 minutes from the time listed in trip requests that have a scheduled "return time." Recipients must await pick-up in an area that is a pre-arranged look-out position. This is not necessarily outside, but an area that allows easy and speedy access to the pick-up vehicle. The vehicle will not be required to wait more than 10 minutes. For verification purposes, Recipients must sign the driver's log for each trip taken. In lieu of Recipient signature, MTM will accept the signature of one of the following:

- Parent or guardian
- Medical provider
- Care giver

HIPAA

The U.S. Department of Health and Human Services (“HHS”) enacted regulations (the “Regulations”) under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the “Act”). The Act and the Regulations are sometimes referred to collectively as “HIPAA” or the “Privacy Rule”. (45 CFR Parts 160 and 164, subparts A and E, and the “Security Rule” (45 CFR Part 164, subparts A and C, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”))). These Regulations require States and Counties, health care providers, health plans and health care clearinghouses (individually, “Covered Entity” and collectively, “Covered Entities”) to maintain the privacy/confidentiality of health information which they receive or obtain from their patients or covered persons or which they review or create for their patients or covered persons. For purposes of HIPAA this health information is referred to as “Protected Health Information” or “PHI”.

These same Regulations require Covered Entities to obtain written assurance from the businesses to whom they disclose PHI (“Business Associates”) that such Business Associates will maintain the privacy/confidentiality of any PHI provided to them by the Covered Entities and otherwise comply with the requirements of HIPAA applicable to Business Associates. In addition, these Regulations require Business Associates to obtain from those businesses to whom they disclose PHI written assurance that they will maintain the privacy/confidentiality of any PHI provided to them by the Business Associate and otherwise comply with the requirements of HIPAA.

MTM herein contracts with the Transportation Provider to provide Non-Emergency Medical Transportation Services (“Services”). In connection with your provision of such Services, you receive or obtain Covered Person PHI. As a result MTM requires written assurance that the Transportation Provider will: (i) maintain the privacy/ confidentiality of all Covered Person PHI; and (ii) comply with the requirements of HIPAA applicable to Business Associates, all as more fully described below.

To comply with the requirements of HIPAA and related laws and regulations, Transportation Provider agrees to: maintain the privacy/confidentiality of all Covered Person PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA; to implement applicable electronic information security procedures to comply with the HIPAA Security Regulations; not use or disclose Covered Person PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement or as required by law; provided, however, that Transportation Provider may use and disclose Covered Person PHI to manage and administer your business; develop and implement appropriate safeguards to prevent the use or

disclosure of Covered Person PHI for purposes other than as set forth in this Agreement; provide MTM with such information concerning such safeguards as MTM may from time to time request. Except for disclosure of Covered Person PHI required in the administration of your business, Transportation Provider shall not disclose any PHI requested by the Covered Person or a Third Party except as directed by HHSC. Transportation Provider shall direct all requests for disclosure of PHI by the Covered Person or Third Party to MTM for forwarding to HHSC for its determination. Transportation Provider agrees to notify MTM immediately upon your discovery of any unauthorized disclosure of Covered Person PHI; establish procedures for mitigating any deleterious effects of any improper use and/or disclosure of Covered Person PHI; to require your employees, agents and independent contractors ("Workforce") to adhere to the restrictions and conditions regarding Covered Person PHI contained in this Section; to include the HIPAA PHI protection provisions of this Agreement in all "downstream" subcontractor agreements; not disclose Covered Person PHI to any member of your Workforce, unless Transportation Provider has advised such person of the obligations under this Section and the consequences of a violation of these obligations; take disciplinary action against any member of your Workforce that uses or discloses Covered Person PHI in violation of this Section; not to disclose Covered Person PHI to any third party without first obtaining the written approval of HHSC; not disclose Covered Person PHI to any third-party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of Transportation Provider, MTM and HHSC; limit disclosure of Covered Person PHI by your workforce or third parties to the minimum amount of Covered Person PHI necessary to achieve the purpose for such use or disclosure; to notify MTM immediately in the event Transportation Provider receive a request from a Covered Person identified in any Covered Person PHI ("Subject"), or such person's legal representative ("Legal Representative"), to review any records in your possession or control regarding the Subject ("Subject PHI"); to make available to MTM, or at our request, to HHSC any Subject PHI in your possession or control; to notify us immediately in the event you receive a request from a Subject to amend or otherwise modify any Subject PHI in your possession or control; to make any amendments to Subject PHI that HHSC has directed or authorized; make your policies, books and records relating to the use and disclosure of Covered Person PHI available to HHSC or to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of determining compliance with HIPAA requirements; return to MTM or otherwise destroy all Covered Person PHI in your possession or control upon termination of this Agreement; to continue to extend the protections of this Section to such Covered Person PHI and limit any further use of such Covered Person if such return or destruction of records is not feasible; to indemnify, defend and hold harmless MTM and HHSC, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs

and attorneys' fees, arising out of, resulting from or caused by a violation by Transportation Provider, or any of your employees, agents or subcontractors, of any of the terms or conditions of this Agreement.

The parties agree that all Covered Person's records are to be treated as confidential so as to comply with all Federal and State laws regarding the confidentiality of such records. However, the following shall have the right, upon request, to immediately inspect any accounting, administrative and other reports maintained by Transportation Provider pertaining to MTM Covered Services, its Covered Persons and/or activity hereunder, but Transportation Provider shall not be required to disclose the records of any Covered Person to any party other than as required by law:

MTM

HHSC

Office of Inspector General (OIG),

Texas Attorney General's Medicaid Fraud Control Unit (MFCU)

Antitrust and Civil Medicaid Fraud Section

TMHP

DFPS

Department of Aging and Disability Services (DADS)

Department of State Health Services (DSHS)

Department of Assistive and Rehabilitative Services (DARS)

U.S. Department of Health and Human Services (HHS)

Any State or Federal agency authorized to conduct compliance, regulatory, or program integrity functions on the provider, person, or the services rendered by the provider or person, or any agent, contractor, or consultant of any agency or division delineated above.

Contracting Process

Once MTM receives a Transportation Provider's completed questionnaire, Network Management verifies the Transportation Provider's profile information (i.e., vehicle types, hours of operations, special services, fees and billing information), initializing the contracting/credentialing process. When the provider has completed the credentialing requirements (driver, vehicle and insurance), and MTM has received a signed contract back from the Transportation Provider, it is reviewed for accuracy and presented to the Credentialing Committee for approval. Transportation Provider has been approved by MTM's Credentialing Committee; the contracts are reviewed and countersigned by MTM. In the event a driver is denied by MTM's Credentialing Committee, the Transportation Provider will receive written notification of the denial; the Transportation has 30 days to appeal MTM's decision.

The Area Liaison or MTM delegate will inform the Transportation Provider they must have all aspects of the contracting and credentialing process in place for review during the visit. During the On-Site Visit the Area Liaison or MTM delegate will complete the site visit to ensure compliance with the MTM Transportation Provider Guidelines. The Area Liaison or MTM delegate will discuss deficient areas with the Transportation Provider at the time of the visit.

If compliance is not met, the Transportation Provider may be removed from the MTM network, assessed Liquidated Damages or issued written notification of non-compliant items through a Performance Improvement Plan (PIP). If compliance to the PIP is not met the Area Liaison or MTM delegate may pursue disciplinary measures, including suspension or termination from the MTM network or assess Liquidated Damages.

Transportation Providers may receive a Performance Improvement Plan (PIP) for Non-Safety and Safety Issues:

Non-Safety Issue: is defined as any issue that does not directly endanger the immediate health and welfare of the Recipient. Minor non-safety issue, such as provider's no-show, or cancellation of a trip (less than 24 hours notice) rate of more than 1.99%, provider discipline shall be as follows:

1. At the first occurrence of 1.99% or more of their monthly total trip volume, MTM will send an education letter of warning to the provider.
2. At the second occurrence consisting of 1.99% or more of their monthly total trip volume, MTM will send a PIP suspending the Transportation Provider to new trips for two (2) consecutive calendar days.

3. At the third occurrence consisting of 1.99% or more of their monthly total trip volume, MTM will send a PIP suspending the provider to new trips for five (5) consecutive calendar days.
4. At the fourth occurrence consisting of 1.99% or more of their monthly total trip volume, MTM will send a PIP suspending the provider to new trips for thirty (30) consecutive calendar days.
5. If the Transportation Provider is still out of compliance after the PIP, MTM reserves the right to terminate the Transportation Provider.

Safety Issue: is defined as any complaint that directly endangers the immediate health and welfare of the Recipient. For minor safety incident complaints, provider discipline shall be as follows:

1. Upon a first occurrence of a substantiated Transportation Provider safety complaint, MTM will send a PIP suspending the Transportation Provider to new trips for two (2) consecutive calendar days.
2. Upon a second occurrence of a substantiated Transportation Provider safety complaint, MTM will send a PIP suspending the Transportation Provider to new trips for five (5) consecutive calendar days.
3. Upon a third occurrence of a substantiated Transportation Provider safety complaint, MTM will send a PIP suspending the Transportation Provider to new trips for thirty (30) calendar days.
4. Apart from an extenuating circumstance, any additional occurrences of substantiated Transportation Provider safety complaints would result in the Transportation Provider being terminated from the MTM Transportation Provider Network.

All aspects of Transportation Provider services to MTM are monitored for compliance with the MTM Services Agreement and the MTM Transportation Provider Guidelines.

Accident/Incident Reporting

Transportation Provider must report all incidents, accident and injuries occurring while the Transportation Provider or a sub-contracted Transportation Provider is transporting any MTM passenger(s). Transportation Provider accident/incident reports must be made in writing by the end of the next business day following an accident/incident while transporting an MTM passenger. If there are injuries involved, Transportation Provider must also report verbally to MTM within three (3) hours of the accident/incident. At a minimum, the accident/incident report must include the name of the driver, transported passenger(s), and specific details of the accident/incident and related injuries. A copy of the police report must be provided to MTM as soon as it is available.

Insurance Requirements

Prior to contracting with MTM, you are required to submit a current certificate of insurance. Network Management staff monitors insurance certificates on a daily basis to ensure all insurance policies are current. The limits of vehicular liability coverage shall not be less than \$500,000 combined single limit (or the state minimum whichever is greater) coverage carried on each vehicle used to transport a Recipient. The Transportation Provider shall further obtain Commercial General Liability insurance in the amount of \$1,000,000 Combined Single Limit (or state minimum whichever is greater). The Transportation Provider shall also obtain Workers Compensation coverage in the statutory amount for the state in which services are rendered. At the Transportation Provider's expense, MTM must be named as "Additional Insured" and "Certificate Holder" on both Auto and General Liability policies.

When your insurance policy is within forty-two (42) days of expiring, you will receive emails and prompts on the MTM Transportation Provider website reminding you of the expiration date and the need to submit a copy of the renewal insurance certificate *prior to the expiration date*. The notification process continues until you upload a copy of the renewal to the Transportation Provider Website for MTM approval.

Transportation providers who fail to comply with the insurance requirements will be deactivated prior to the expiration of their insurance certificate. You will not receive any new trip awards from MTM, and already scheduled trips will be canceled until the new and updated policy has been received and approved by MTM.

MTM recognizes there are many challenges and expenses related to insurance coverage. If you need assistance, please contact your Network Representative.

Training Requirements (driver/vehicle)

Transportation Provider must maintain a file on each driver, including owners, when they have driving responsibilities. Owners/Officers must submit the credentials noted below, items i – l. The files shall include:

- a) Documentation of training
- b) Copy of current driver's license
- c) Driver evaluations
- d) Results of a Computerized Criminal History (CCH)
- e) Results of a State Sex Offender Registry search
- f) Results of National Sex Offender Registry search
- g) Results of a State specific Motor Vehicle Record search
- h) Results of TX OIG search Results of Excluded Provider List check
- i) Fraud, Waste & Abuse Training (Owners/Officers)
- j) Comptroller of Public Accounts Debarred Vendors List (Owners/Officers)
- k) Comptroller of Public Accounts Certificates of Accounts Status (Owners/Officers)
- l) Signed Drug-Free Workplace policy

Appendix A

- 1) Basic First Aid Training must be given by a certified First Aid instructor
 - a) Drivers – every 3 years
- 2) Passenger Assistance Training
 - a) Dealing with behavioral issues and violent behavior: Drivers – every 2 years
 - b) Client Rights & Responsibilities: Drivers – annually
 - c) Customer Service: Transportation Provider Management Staff and Drivers – annually and as needed
 - d) Service Delivery: Drivers – annually
- 3) ADA & Civil Rights Training
 - a) Drivers – every 2 years
- 4) Accurate Record Keeping
 - a) Claims Processing: Transportation Provider Billing Department – as needed
 - b) Trip Documentation: Drivers – annually
 - c) Medicaid Integrity and Fraud Reporting: Transportation Provider Management Staff and Drivers – annually
- 5) Wheelchair & Scooter Securement
 - a) Drivers – annually
- 6) Emergency Procedure Training
 - a) Drivers – annually
- 7) HIPAA Training
 - a) Transportation Provider Management Staff and Drivers – annually
- 8) Defensive Driving
 - a) Drivers – every 2 years
 - i) Defensive Driver Training must include one of the following:
 - (1) National Safety Council DDC-8 Training Class
 - (2) National Safety Council DDC-PC Online Training
 - (3) National Safety Council Video Self-Instruction Kit
 - (4) National Safety Council Self-Instruction CD-ROM Kit
 - (5) American Association of Retired Persons (AARP) 55-Alive Driver Safety Program
 - (6) Transportation Provider developed in-house training must include:
 - (a) Pre-Trip Inspections
 - (b) Professional Avoid-ability vs. Legal Liability
 - (c) Motorists/Pedestrians
 - (d) Backing
 - (e) Intersections
 - (f) Following Distance

- (g) Braking/Skids
 - (h) Drugs/Alcohol/Sleep Deprivation
 - (i) Courtesy
 - (j) Routines
 - (k) Accident Procedures
 - (l) On-Job Driver Demonstration
- 9) False Claims Act: 314563729 – See MTM Fraud, Waste, and Abuse Training Program at <http://www.mtm-inc.net/tpfraudwasteandabuse.html>

Appendix B

Driver training, both pre-service and Annual, suggested in addition to 4.3 requirements could include:

- a. Sensitivity training
- b. Passenger relations
- c. On the road in-vehicle practical training, i.e. driving with supervision
- d. Pre/post vehicle inspection responsibilities
- e. Transporting passengers with frailties and oxygen tanks
- f. Safety issues
- g. Radio contact
- h. Review of State/Federal regulations
- i. New laws/regulations
- j. Transportation Provider internal procedures

Suggested training resources:

- a. American Red Cross (ARC) for Basic First Aid and CPR
- b. Sate Department of Transportation (DOT)
- c. National Safety Council (NSC)
- d. Training given by local or regional transportation providers in your area
- e. Local fire departments (often have certified people to teach first aid)
- f. Transportation industry video tapes
- g. State and local law enforcement agencies

Appendix C

Recommended equipment to carry in vehicles in addition to 6.7 requirements:

- a. Hand Cleaner (a “waterless” cleanser is suggested)
- b. Umbrella
- c. Tire Gauge and Jumper Cables
- d. Rags and Wipes
- e. Wisk Broom, Paper Towels, Glass Cleaner
- f. Pouch with Maps
- g. Safety Manual
- h. Pre-Trip Inspection Forms
- i. Car Manual
- j. Copy of MTM Driver Guidelines
- k. Blanket
- l. Water
- m. Seat belt cutter

Note: It is recommended that aerosol cans not be carried in the trunks of vehicles in hot weather.

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