

Medicaid Transportation Statement of Work for Tribal Entity Reimbursement

This Billing Agreement, between [TRIBE] (herein called the Tribe), and the [BROKER] (herein called the Broker) authorizes the Tribe to transport Medicaid-eligible clients to medical appointments covered by the Medicaid program, for non-emergency transportation. The service is designated to apply to the following categories of Medicaid-eligible individuals:

- (1) Individuals (whether American Indian/Alaska Native (AI/AN) or ~~not non-tribal~~) who reside within the ~~reservation boundaries~~ service area of the Tribe,
- (2) Individuals (whether AI/AN or ~~non-tribal~~) who are being transported to or from the Tribe's health programs for medical appointments covered by the Medicaid program, or
- (3) Individuals who are Indian Health Service (IHS)-eligible and residing in or outside of the Tribe's reservation boundaries but within the Tribe's ~~Purchased and Referred Care~~ service delivery area.

This Billing Agreement does not affect the ability of the Tribe to utilize the services of the Broker for Medicaid Brokerage for this region. It does, however, allow the Tribe to offer non-emergency transportation to the Tribe's community members including non-tribal members located within the Tribe's Service area and health program clients, taking into account language and cultural needs, intergenerational trauma and distrust of non-tribal personnel, legal jurisdiction within reservation boundaries, or other reasons, and to receive reimbursement for transportation including lodging and/or meals when appropriate.

Tribal non-emergency transportation service is available only to individuals who are currently eligible for Medicaid and only for those appointments, which are legitimate, and covered by Medicaid, ~~and for which transportation reimbursement is not available through other funds. It is also the responsibility of the Tribe to ensure that the transportation provided is at the lowest cost and in a manner appropriate to the needs of the client.~~

The Tribe agrees to establish procedures to ensure ~~the~~ safety of all occupants during trips funded by this agreement. Suggested procedures include:

- Vehicle safety instructions
- Documentation of vehicle licensing and insurance
- Documentation of drivers' licenses and background checks
- Training and regulating drivers as needed
- Cultural Competency Training

The Broker is responsible for ensuring that all the providers are culturally competent. The Broker ~~also~~ recommends that the Tribe follow additional best practice procedures for drivers to assure the safety of the clients transported. These best practices include, but are not limited to:

- Safety Training to include CPR, First Aid, and Blood Borne Pathogens
- Defensive Driving Training
- Wheelchair Training-including ramps and lifts (as applicable)

Commented [KC1]: Strike this entire sentence because it is the brokers responsibility to do this and we have broker rates that are already established and approved under contract.

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- Annual Driver Performance Evaluations

The Tribe also agrees to maintain daily trip logs that include at a minimum:

- Date of Service
- Name of Driver
- Client's Name
- Client's ProviderOne ID number (seven digit number that ends in WA)
- Type of medical appointment
- Pick-up and drop-off locations of each trip event (leg)
- Wait time in fifteen (15) minute increments beginning after one-half (1/2) hour of waiting
- Additional stop charges and their type (medication or supplies related to the medical appointment)
- Additional charges (ferry fees, parking, lodging and/or meals – receipts must be attached)
- Total Miles for each trip event (leg)

Rates Schedule for Tribal Billing Agreement

This Billing Agreement authorizes the Tribe to provide only the following types of transportation, and bill Broker at the following agreed-upon rates which will be considered payment in full for these transportation services:

1. For Tribal vehicles, without a wheelchair lift:
_____ per mile;
_____ pick up fee per client traveling to an appointment
2. For Tribal vehicles; with wheelchair lift:
_____ per mile;
_____ pick up fee per client traveling to an appointment
3. For Tribal vehicles using Tribal staff drivers;
_____ per hour wait time when not driving after the first one-half (1/2) hour;
_____ per fifteen (15) minute increment afterward.
4. For additional stops for medication, medical supplies, or medical procedures;
_____ per stop.

5. Point-to-Point rates include pick-up and drop-off fees. The following point-to-point rates shall apply for transportation outside of the Broker's region.

6. For large-capacity (bus, van) tribal vehicles operating on fixed-route or combination fixed/flexed route service, the rate will be:***** per hour running time from the first time the first client boards the vehicle until the last client is dropped off.

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7. For single client scheduled trip which results in a no-show, the rate will be: **** per trip or per mile (this could be a flat fee or some mileage charge)

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5. —

8. Lodging and/or Meals:

6. —

Reimbursement for meals and lodging may not exceed the state per diem rates for the location to which the client is traveling. All requests must include a completed lodging claim form and supporting receipts.

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All mileage rates are for the first eligible client only, per trip. After the first, only the pick-up fee may be added, when it is appropriate.

All of the above listed rates are only for the miles when the client is in the vehicle. "Dead head" fees (for mileage incurred without the client) are not allowed by federal rules.

Trip Authorization

The Tribe will be responsible for:

- Scheduling client transportation
- Maintaining transportation logs
- Submitting invoices to the Broker which include the client's name and ProviderOne ID number, complete trip cost information, and total trip costs
- For trips requiring lodging and/or meals, completing Broker provided Lodging form
- Attaching any auxiliary receipts to the invoice
- Submitting an invoice cover sheet with each invoice

The Broker:

- Will develop and supply transportation logs, lodging form, and invoice cover sheets
- Will confirm client and service eligibility and assign authorization number per its invoicing requirement with the Health Care Authority (HCA)
- Will conduct both scheduled and random checks of appointment attendance
- Will conduct both scheduled and random checks of mileage charged

Invoices

Billing for these trips may be submitted bi-weekly or monthly. Each billing will include a summary of all trip events during the billing period using forms developed by the Broker. The Broker will ~~endeavor~~ to reimburse the Tribe within ~~one forty-five (45) (1) month-days~~ of the receipt of the invoice for ALL eligible trips.

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The Tribe must submit to the Broker all invoices for services rendered within ninety (90) days of the date of service. Any charges for services older than ninety (90) days will be returned unpaid to the Tribe. Exceptions may be made for clients with retroactively applied eligibility but must be preapproved by the Broker before being presented for payment.

Insurance

To the extent that the services provided under this Agreement are not covered by the Federal Tort Claims Act, the Tribe agrees ~~to maintain~~ to maintain liability insurance meeting at least the minimum standards of Medicaid Access Programs, which are:

- | | | |
|--------------------|--------------------------|-------------------------|
| • Bodily Injury: | Per Person - \$1,000,000 | Aggregate - \$2,000,000 |
| • Property Damage: | Per Person - \$1,000,000 | Aggregate - \$2,000,000 |

Sovereign Immunity

No Waiver of the Tribe's sovereign immunity shall be expressed or implied within this agreement.

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Change Provisions

The Tribe and the Broker will review and negotiate any needed changes or additions.

Maintenance of Records

The Tribe shall maintain records relating to this Billing Agreement and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Billing Agreement. All records and other material relevant to this Billing Agreement shall be retained for six (6) years after the expiration or termination of this Billing Agreement.

Commented [KC4]: It needs to state that HCA can request an audit at any time but that a Broker can request to review the audit, but the tribe must be given enough time to gather the information, set a time limit (30-60-90 days??)

Debarment Certification

The Tribe, by signature to this Billing Agreement, certifies that individuals involved with the services outlined in this Billing Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Tribe shall immediately, within reason, notify the Broker if, during the term of this Billing Agreement, an individual involved with the execution of services covered under this Billing Agreement, becomes Debarred. The Broker may immediately exclude any individuals, including drivers, from reimbursement for trips provided

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under this Billing Agreement by providing the Tribe written notice if an individual becomes Debarred during the term hereof.

Termination

The parties agree that this Billing Agreement may be amended upon mutual consent, as necessary. Either the Tribe or the Broker may cancel this billing agreement at any time with a ~~thirty (30)~~ forty-five (45) or sixty (60) day written notification to the other party.

In the event of documented mis-conduct or gross negligence, termination may occur within a negotiated time frame, but no less than twenty (20) days.