



Non-Emergent Medical Transportation Policy: Statement of Work

State(s): <input type="checkbox"/> Idaho <input type="checkbox"/> Montana <input checked="" type="checkbox"/> Oregon <input type="checkbox"/> Washington <input type="checkbox"/> Other:	LOB(s): <input type="checkbox"/> Commercial <input type="checkbox"/> Medicare <input checked="" type="checkbox"/> Medicaid <input type="checkbox"/> PSA
--	---

Government Policy

Non-Emergent Medical Transportation services are transportation services to provide CCO members with access to transportation to a covered health care appointment or flexible services, including mileage, meals, and lodging. This is for scheduled health care appointments, not emergencies. PacificSource has contracts with local transportation brokerages to provide non-emergent transportation services to members.

Requirements:

PacificSource Community Solutions (PCS) will pay for coordination and provision of NEMT provided for members if the member is eligible for NEMT. Contractor’s responsibility and member eligibility for NEMT is specified in OAR 410-141-3920 through 410-141-3965, as well as the Coordinated Care Organization (CCO) contracts with the Oregon Health Authority (OHA), Exhibit B, Part 2.

PacificSource Community Solutions is responsible for ensuring members have access to safe, timely, appropriate. NEMT services. PacificSource, in coordination with the NEMT brokerage(s), has developed and implemented systems, supported by written policies and procedures, to describe the process for receiving member requests, approving NEMT services, scheduling, assigning, and dispatching providers, grievances, ongoing monitoring, evaluation and improvement of quality and appropriateness of NEMT services, contingency plans, back-up plans, critical care, significant events/incidents/accidents, and adverse weather conditions. PacificSource reviews and approves the NEMT brokerage’s policies, per the NEMT Subcontractor Agreement between PacificSource and the NEMT brokerage. This policy will summarize the minimum expectations of policies, monitoring, and oversight conducted by or performed by the NEMT brokerage. This policy incorporates the Medical Ride Program Guide to address policies and procedures required in the CCO contracts and OARs, related to NEMT.

PacificSource oversees the subcontracted Work performed by the NEMT brokerage(s), in accordance with the CCO Contract, Exhibit B, Part 4, section 12 and Exhibit B of the NEMT Subcontractor Agreement. A Pre-Delegation Assessment will be performed prior to entering into a contract with an NEMT brokerage, in accordance with the CCO Contract, Exhibit B, Part 2, section 6 and 42 CFR 438.66(d). The results of the assessment will be documented and provided to the OHA, as requested.

PacificSource will be responsible to ensure that the subcontracted NEMT brokerage(s) comply with the terms and conditions set forth in Exhibit B, Part 2, section 5, Para. e of the CCO contract.

Procedure:

MEMBER SERVICE MODIFICATIONS AND RIGHTS: Brokerages will adhere to OAR 410-141-3955 as it pertains to Member Service Modifications and Rights:

(4) CCOs may not apply criteria, standards, or practices that screen out, or tend to screen out, individuals in a protected class, as defined under state anti-discrimination laws, from fully and equally enjoying any goods, services, programs, or activities unless: (a) The criteria can be shown to be necessary for providing those goods and services; or (b) The CCO determines the screening or exclusion identifies a direct threat to the health and safety of others. (5) A CCO may modify NEMT services when the member: (a) Threatens harm to the driver or others in the vehicle; (b) Presents a direct threat to the driver or others in the vehicle; (c) Engages in behaviors or circumstances that place the driver or others in the vehicle at risk of harm; (d) Engages in behavior that, in the CCO's judgment, causes local medical providers or facilities to refuse to provide further services without modifying NEMT services; (e) Frequently does not show up for scheduled rides; or (f) Frequently cancels the ride on the day of the scheduled ride time.

CORRECTIVE ACTION PLANS: PacificSource will take the following actions related to the NEMT brokerage(s) failure to meet requirements:

1. When a deficiency is identified, PacificSource will issue a corrective action to NEMT brokerage using the PacificSource corrective action plan reporting process, as outlined in the *Subcontractor Corrective Action Plan Policy*.
2. PacificSource will notify the NEMT brokerage of the deficiency through a formal corrective action notice. Upon such notice, PacificSource will notify the OHA of the Corrective Action Plan (CAP) within 14 days after issuing the CAP, through Administrative Notice.
3. Upon removal of the CAP, PacificSource will notify the OHA, through Administrative Notice, of the successful remedy of the CAP or if the NEMT brokerage failed to fully remedy the underlying deficiency, if the deadline for the remedy has passed.

STAFF COMMUNICATIONS: PacificSource will distribute updates or changes to PacificSource employees as needed. These communications will be sent via policy, email, or delivered in team meetings. PacificSource staff have continual access to company policies through the intranet on the PS Web. In addition, leadership reviews and approves policies through the Government Operations Committee, and other committees as needed.

Statement of Work

GENERAL:

1. Subcontracted Work will be provided according to Oregon Administrative Rules currently in force including 410-136-3010 and 410-141-3920 through 410-141-3965 including any amendments thereto. NEMT Brokerage shall meet the standards and requirements outlined in this Exhibit B in providing NEMT Services under the Agreement ("Service Standards").
 - a. Develop, maintain, and implement systems supported by written policies and procedures to describe the process for receiving Member requests, approving or denying NEMT Services, grievances, and scheduling, assigning, and dispatching. These policies shall

be developed, with the input of Health Plan and will be provided to the OHA for review and approval, no later than 11/01/2024 upon any material change, and within five business days of request, as made by the OHA. In addition, NEMT Brokerage shall develop the following policies:

- i. Adverse Weather Plan – detailing plans for transporting Members who need critical medical care, including, but not limited to renal dialysis and chemotherapy, during adverse weather conditions. “Adverse weather conditions” includes, but is not limited to, extreme heat, extreme cold, flooding, tornado warnings, and heavy snowfall or icy roads. Policies and procedures must include, at a minimum, staff training, methods of notification, and Member education.
- ii. Contingency and Back-Up Plans- Descriptions of contingency plans for unexpected peak transportation demands, and back-up plans for instances when a vehicle is late (more than fifteen minutes late) or is otherwise unavailable for service.

CALL CENTER:

1. NEMT Brokerage shall maintain a NEMT call center (“Call Center”) to handle requests for NEMT Services as well as questions, comments, and inquiries from Members or their representative. NEMT Brokerage shall operate an automatic call distribution system for the Call Center. NEMT Brokerage shall have a qualified multilingual NEMT Call Center staff to communicate with Callers. The Call Center shall provide oral interpretation services via a telephone interpretation service free of charge to callers with limited English Proficiency. The Call Center shall accommodate callers who are hearing and/or speech impaired. The welcome message for the Call Center shall be in both English and Spanish.
2. The call Center may establish a dedicated queue for Providers to access the NEMT Call Center as well as alternative scheduling methods for Providers, such as online scheduling. The Call Center shall provide a mechanism for advising Members when all schedulers are busy assisting other Members, approximate wait times, the Member’s line-up in the queue, and provide the option for call backs without losing their place in the queue.
3. NEMT Brokerage, in partnership with Health Plan, shall develop Call Center scripts for calls requesting NEMT services that include a sequence of questions and criteria that the Call Center representatives shall use to determine the Member’s eligibility for NEMT services, the appropriate mode of transportation, the purpose of the trip and all other pertinent information relating to the trip. Additional scripts may be developed for other types of NEMT calls from Members, health care providers, and NEMT providers. Any script for use with a Member shall be written at the sixth (6th) grade reading level, must be submitted to the OHA by Health Plan for approval, and must be approved in writing by OHA prior to use by NEMT Brokerage. NEMT Brokerage shall advise callers that calls to the Call Center are monitored and recorded for quality assurance purposes.
 - a. Verify the Member’s identity and eligibility through a screening process to ensure:
 - i. The person for which the NEMT Service is being requested is a covered Oregon Health Plan (OHP) Member and enrolled with Health Plan;

- ii. The requested NEMT Service is for transportation for the Member to receive an OHP covered service or for flexible services as determined by Health Plan;
 - iii. The Member is eligible for services; and
 - iv. The transportation is a covered NEMT Service.
 - b. Assess the appropriate level of service and mode of transportation for the Member by determining the following:
 - i. Whether the Member is ambulatory and the Member's current level of mobility and functional independence;
 - ii. Whether the Member will be accompanied by an attendant, and if so, whether the Member requires assistance and whether the attendant meets the requirements for an attendant;
 - iii. Whether the Member is twelve (12) years of age and under will be accompanied by an adult; and
 - iv. Assess any special conditions or needs of the Member, including physical or behavioral health disabilities. Based on approval of previous NEMT Services, NEMT Brokerage shall display the Member's permanent and temporary special needs, appropriate mode of transportation, and any other information necessary to ensure that appropriate transportation is approved and provided.
 - c. Approve or deny the request.
 - d. Maintain documentation of Call Center functions.
- 4. NEMT Brokerage shall schedule the most appropriate and cost-effective NEMT mode, including, but not limited to: public transportation, taxi, sedan, DHS volunteer drivers (where available), non-emergent ambulance (ALS and BLS), wheelchair van, stretcher van, secure transport, common carrier, volunteer driver, and reimbursement.
- 5. Provide a toll-free phone number and operate a call center at a minimum Monday through Friday 9:00 AM to 5:00 PM. Call Center may be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
 - a. Provide an after-hours message in, at a minimum, English and Spanish when using alternative arrangements to handle NEMT calls during hours outside of standard Call Center hours. The message must explain how to access the alternative arrangement in a manner that does not require the Member to place a second call. The outgoing message must also offer the caller the opportunity to leave a message. If the Member's message is discernible and includes a valid phone number for the Member, NEMT Brokerage must respond to the message within the next Business Day, with efforts continuing until the Member is reached. All efforts shall be documented.
- 6. Maintain sufficient equipment and Call Center staff to handle anticipated call volume and ensure that calls are received and processed following these performance standards for each line or queue:

- a. Answer rate – At least eighty-five percent (85%) of all calls are answered by a live voice within thirty (30) seconds;
 - b. Abandoned calls – No more than five percent (5%) of calls are abandoned; and
 - c. Hold time – Average hold time, including transfers to other NEMT Brokerage staff, is no more than three (3) minutes.
7. In the event NEMT Brokerage fails to meet the requirements of Section 2.7.1 above, NEMT Brokerage shall provide a message in, at a minimum, English and Spanish, advising the caller that the call will not be answered promptly and offering the caller the opportunity to leave a message. If the message asks the NEMT Brokerage to return the call and includes a valid phone number for the Member, the NEMT Brokerage shall promptly return the call within three (3) hours and make, as may be necessary to reach the Member or the Member's Representative, three phone calls within that third (3rd) hour. If the Member or the Member's Representative cannot be reached directly after three phone calls, the person returning the call may instead (i) leave a message for the Member or the Member's Representative with the person answering the call or, (ii) if applicable, leave a voicemail message. All efforts made to reach a Member who has left a message shall be documented.
8. Train call center staff as required under OHA rules and Service Standards defined in this Agreement for providing NEMT Services.
9. Employ multi-lingual (English and, at minimum, Spanish) Customer Service Representatives that speak the language(s) spoken by Members with limited English proficiency in proportion to the percentage of Members with limited English proficiency, or have a Telephone Interpreting Service available during all hours the Call Center is open. NEMT Brokerage shall accommodate callers who are hearing and/or speech impaired.
 - a. NEMT Brokerage phones shall have the capability of performing an attended call transfer.

DRIVERS: NEMT Brokerage will require each driver and any driver assistants used by in- network NEMT providers to successfully pass a pre-employment and annual ten- panel drug screen for traces of illicit drugs prior to providing service under this Agreement (drivers may alternatively be subject to pre-employment and documented random pool drug screening). NEMT Brokerage shall include detailed a drug and alcohol-testing requirements in contracts with in-network NEMT providers, (hereinafter the "Testing Policy"). NEMT Brokerage shall distribute the Testing Policy to in-network NEMT providers. NEMT Brokerage shall require all in-network NEMT providers implement and participate in a drug and alcohol-testing program that meets the requirements of the Testing Policy. The Testing Policy will, at a minimum, require pre-provision of services testing, after-accident testing, reasonable-suspicion testing, and monitoring of testing requirement compliance.

1. NEMT Brokerage shall ensure that all Drivers that provide NEMT Services:
 - a. Comply with the driver standards set forth in OAR 410-141-3925;
 - b. Have at least a three-year (3) driving history without accidents where the Driver was at fault;

- c. Have current State vehicle registrations and State driver's licenses at the time of service provision;
 - d. Are screened for sex offender status;
 - e. Participate in a drug and alcohol testing program that complies with the Testing Policy;
 - f. Meet state and federal criminal background check requirements; and
 - g. Meet the applicable requirements set for in OAR 410-141-3510.
2. Unless a driver is exempt from the requirements in 410-141-3925; NEMT Brokerage shall ensure that all Drivers meet all of the driver training requirements set forth in OAR 410-141-3925, including but not limited to:
- a. A general understanding of NEMT Services in general, reporting forms, vehicle operation, requirements for fraud and abuse reporting, and geographic area in which drivers will provide service;
 - b. Complete the Passenger Assistance, Service and Safety (PASS) course or an equivalent course within three months of the date of hire and at least every three years thereafter;
 - c. Complete the National Safety Council Defensive Driving course or an equivalent course within three months of the date of hire and at least every three years thereafter;
 - d. Completing and maintaining certification for Red Cross-Approved First Aid, Cardiopulmonary Resuscitation (CPR), and blood spill procedure courses or equivalent prior to driving any members;
 - e. Understanding the CCO's established procedures for responding to a member's needs for emergency care should they arise during the ride;
 - f. Understanding of and compliance with all state driving and transportation laws;
 - g. Vehicle orientation (familiarity with each vehicle driven, including wheelchair securement and lift operation); and
 - h. English proficiency.
3. NEMT Brokerage shall use commercially reasonable efforts to employ Drivers that are bilingual in the language(s) spoken by Members with limited English proficiency in approximate proportional to the percentage of Members with limited English proficiency.

PROVIDER CREDENTIALING: Transportation providers, providing transportation services to CCO Medicaid Members are required to meet OAR 410-141-3925 and 410-141-3510. Brokerages will verify that transportation providers, their vehicles, and their drivers are credentialed to provide NEMT services. OAR 410-141-3510 transportation providers should include the following requirements:

- 1. Transportation providers will be credentialed upon contracting with the NEMT brokerage, and maintain appropriate credentialing as required by the brokerage, with re-credentialing occurring no less frequently than every three years. Providers may not provide services until they are credentialed.

2. Providers must maintain all appropriate licensure and certifications according to their scope of transportation.
3. Providers may not be permitted to enter into NEMT contracts or provide services if the entity has been convicted of a felony or misdemeanor related to a crime or violation of federal or state laws under Medicare, Medicaid, or Title XIX (including a plea of “nolo contendere”, in which a conviction is accepted without admitting guilt).
4. Providers cannot be contracted or provide services if they have been terminated from Medicaid services, excluded as a Medicaid or Medicare provider by any state or CMS, or are subject to exclusion from providing Medicaid or Medicare services.
 - a. NEMT brokerages are also not permitted to make payments to providers after the date of a provider’s exclusion, conviction, or termination. Brokerages may, however, recoup payments if the brokerage later determines services were provided and paid after a provider’s exclusion, conviction, or termination.
 - b. Brokerages will review a provider’s staff on a monthly basis to determine whether any driver or staff member has been excluded from providing Medicaid services through conducting regular SAM & OIG checks
 - i. SAM: System for Award Management
 - ii. OIG: Office of Inspector General
10. Providers must maintain and retain all documentation related to trips and services provided for a minimum of 10 years after services were performed.
11. Ambulance providers, ambulance vehicles, or ambulance personal that are licensed and regulated by ORS Chapter 682 and OAR chapter 333, divisions 250, 255, 260 and 265, whether providing ambulance or stretcher transports are exempt from the above requirements. Relevant licensure and credentialing requirements will be confirmed using the state sponsored license verification website.

VEHICLES:

1. NEMT Brokerage shall ensure that all vehicles used for providing NEMT Services:
 - a. Comply with vehicle standards set forth in OAR 410-141-3925;
 - b. Comply with all local, state, and federal safety standards; and
 - c. Are properly insured at limits no less than is required under OAR 410-136- 3060.

BROKERAGES:

1. NEMT Brokerage shall proactively recruit a network of Drivers sufficient to provide one hundred percent (100%) of eligible NEMT trip requests for Members. The network capacity shall be capable of accommodating the targeted utilization rates identified in Table 1 of Exhibit A. NEMT Brokerage will minimize denials due to lack of capacity, with a targeted goal of zero such denials, which do not include denials recorded during periods when there is evidence of a traffic

incident resulting in the closure of a major highway or access point that prevents a ride or a major weather event in the Service Area.

- a. NEMT Brokerage quarterly will provide driver adequacy report showing sufficient capacity outlined in the target utilization.
2. NEMT Brokerage shall ensure that all Drivers and providers comply with OHA rules and these Service Standards for providing NEMT Services, including:
 - a. Verifying participation in drug and alcohol testing program.
 - b. Conducting and/or verifying criminal background checks. NEMT Brokerage will perform criminal background checks for employees at the time of hire or contract, and shall verify criminal background checks for Drivers prior to the Drivers performing NEMT Services.
 - c. Conducting annual vehicle inspections.
 - d. Will provide access to driver training if no other training is available when needed to comply with capacity requirements and service standards.
 - e. Auditing Brokerage records on a regular basis to ensure compliance.
 - f. Are licensed and insured at limits no less than is required under OAR 410- 136-3060.
 - g. Are not barred, suspended, or excluded from federal or state contracting.

CUSTOMER SERVICE:

1. In order to establish a conduit for customer and community feedback, NEMT Brokerage agrees to:
 - a. Document all Member complaints and grievances regarding NEMT Brokerage in accordance with the terms of the Agreement.
 - b. Document all Member denials or other adverse decisions in accordance with the terms of the Agreement using mutually agreed to forms for Notices of Adverse Benefit Determination (NOABD).
 - c. Participate in OHA and Health Plan initiated customer satisfaction surveys.
 - d. Attend and/or participate regularly in local Community Advisory Council meetings.
 - e. Present at local Community Advisory Council meetings when reasonably requested by Health Plan or the regional Health Council.

AWARENESS:

1. NEMT Brokerage shall coordinate with Health Plan to actively increase awareness of NEMT services to PacificSource Community Solutions Members. . This shall, at a minimum, include:
 - a. Cooperation with Health Plan on NEMT awareness outreach campaigns to increase awareness of the NEMT benefit;

- b. Developing and maintaining a website with information about availability of NEMT services, contact information, and electronic versions of forms and guides;
- c. Developing and implementing alternative format requests, including a Medical Ride Program Guide in English and Spanish;
- d. Cooperation with Health Plan on developing and implementing alternative format requests and notifying Health Plan of any OHP Member requests for alternative format communications or publications;
- e. Outreach to Members with limited English language proficiency; and
- f. Meet the National Standards for Culturally and Linguistically Appropriate Services (CLAS) by providing effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

PERFORMANCE STANDARDS:

1. **Will Call.** Pick up shall occur no more than one (1) hour after the request is received from the Member. If pick up times were prearranged, Members shall be picked up at the prearranged time.

RESERVED:

1. **Maximum On-Time Performance Window.** The on-time window shall not exceed fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time. Scheduled pick-up times shall allow the appropriate amount of travel time to assure the Members arrive giving them sufficient time to check-in for their appointment. Members shall be dropped off for their appointment no less than fifteen (15) minutes prior to the appointment time, but no more than one (1) hour before their appointment time.
2. **NEMT Brokerage and Transportation Facilities.** To the extent applicable, NEMT Brokerage's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

ADVERSE WEATHER PLAN:

1. Brokerages must define a policy to ensure members needing critical care are able to get transportation needs met to the extent possible during adverse weather or disaster events. Brokerages must define and establish levels of severity, depending on the event and conditions, to determine what types of transportation can continue. Trips are to be prioritized by severity level, prioritizing those with life-sustaining needs. The brokerage is responsible for ensuring providers understand the categorizations of severity levels and trip types.
2. During an adverse/extreme weather or disaster event, brokerages must communicate the current severity level, and what types of transportation can and cannot be provided during that time. This must also be communicated to providers when event procedures begin, and as they change throughout the event. Providers and drivers must communicate any delays, trip cancellations, or reduction in capacity related to adverse weather or disaster events to members in advance when possible, including estimated time of arrival when possible. If the capacity

reduction requires providers to request trips be reassigned, they must notify the brokerage immediately to allow time for reassignment, if possible.

3. These procedures must be established in writing and include staff training, methods of notification for members and providers, and member education. A copy of this policy and procedure must be supplied as requested.

CONTINGENCY AND BACK-UP PLAN:

1. NEMT brokerages are required to have a contingency and back-up plan to provide coverage for members who may be picked up late due to:
 - a. Unexpected peak transportation demands; or
 - b. Excessively late (more than 15 minutes past the scheduled pick up time); or
 - c. Otherwise unavailable for service.
2. NEMT brokerages are expected to ensure every effort is made to reassign previously scheduled trips.
 - a. When a driver will be more than 15 minutes late to pick a member up for a previously scheduled trip, the following will take place:
 - i. If services cannot be provided by the provider at all, the provider must notify the brokerage to ensure the trip is reassigned to a provider with availability.
 1. Dispatch or Call Center teams are notified and manage trips left in pending/waiting status and work diligently to find an alternate transport.
 - a. Alternate transport options include but are not limited to:
 - i. Next available contracted provider; or
 - ii. Taxi service providers; and
 - iii. Education is provided on gas mileage reimbursement.
 - b. Priority is given to life sustaining trips, such as dialysis, chemotherapy, radiation, and prenatal care.
 2. If alternative transportation cannot be accommodated by the brokerage, the member is notified immediately and asked if a later appointment can be arranged. If not, the appointment is requested to be rescheduled, and the ride will be rescheduled.
 - b. These instances are tracked and reviewed monthly.

REPORTING:

1. **Bulk Export.** NEMT Brokerage shall maintain data in a manner that allows for subsequent cross-reference of individual trip requests and actual trips performed. This data must be available for bulk export in spreadsheet (.csv) format with trip records disaggregated by trip leg.

2. **Encounter Data.** NEMT Brokerage shall submit accurate encounter data to Health Plan within one-hundred and twenty (120) days of the encounter date. Encounter data shall be submitted using an 837 file via secure FTP site.
3. **Monthly Data Submissions.** The minimum data fields contained in Exhibit F, Table 2 of the agreement shall be reported by the twentieth (20th) day of the month following the month for which data is being reported.
4. **Quarterly Data Submissions.** The minimum data fields contained in Exhibit F, Table 3 of the agreement, shall be submitted within thirty (30) days after the end of the quarter for which data is being reported, disaggregated by trip leg, in spreadsheet (.csv) format.
5. **Call Center Performance.** NEMT Brokerage shall record a statistically valid sample of incoming and outgoing calls to/from the NEMT Call Center for quality control, program integrity, and training purposes. NEMT Brokerage shall monitor and audit at least one percent (1%) of calls to/from the Call Center on a monthly basis. NEMT Brokerage shall develop a tool for auditing calls, which shall include components to be audited and the scoring methodology and use this monitoring to identify problems or issues, for quality control, and for training purposes. NEMT Brokerage shall document and retain the results of this monitoring and subsequent training and provide this report to the Health Plan by the twentieth (20th) day after the end of the month for which data is being reported.
6. **NEMT Call Center.** NEMT Brokerage shall provide quarterly and/or mutually agreed ad-hoc reports to Health Plan which provide a summary and detailed statistics on the Call Center performance, which includes calls received, calls answered, total calls received during regular business hours, and total calls received after business hours, per line/queue. This report shall be submitted to Health Plan by the twentieth (20th) day after the end of the quarter for which data is being reported. Data requested shall be provided in accordance with the Agreement and OAR 410-141-3965. During expected periods of high call volume, to be identified and provided by NEMT Brokerage to Health Plan, NEMT Brokerage shall provide Health Plan with a weekly report, due on Friday's no later than 5:00 P.M. PST. This report shall summarize the demonstration of continued compliance with call performance standards.
7. **Exclusion Checks.** NEMT Brokerage will perform a review of the Office of Inspector (OIG) and the General Services Administration (GSA) exclusion lists for employees, Drivers, and providers at the time of hire (or prior to performing services under this Agreement, as applicable) and monthly thereafter. If an individual is found to be on the referenced lists, the NEMT Brokerage will immediately remove the individual from any work related directly or indirectly to all Federal health care programs, in accordance with 42 CFR 438.602, 42 CFR 410.610 and 42 CFR 455.436.
 - a. NEMT Brokerage shall provide results of the monthly checks to Health Plan on a monthly basis or as requested. The results summary shall provide the number of individuals checked and the number of individuals that were found and not found on the lists. Reporting is due no later than the twentieth (20th) day of the month following the end of the prior month.
8. **Training and Education Reporting.** NEMT Brokerage shall provide a summary, in a format agreed to between NEMT Brokerage and Health Plan and in accordance with OHA reporting requirements, of training and education provided to staff and drivers related to compliance,

Fraud, Waste, and Abuse, HIPAA, and Privacy and Security. This summary shall be due to Health Plan annually, no later than January 10th of each year.

9. **Grievance System Log.** NEMT Brokerage shall document all grievances and NOABDs using the approved Grievance System Log Template located on the Oregon Health Authority's Contract Forms website, <http://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>. This log shall be submitted to Health Plan by the twentieth (20th) day after the end of the month for which data is being reported.
10. **Third Party Liability.** If applicable, in the event NEMT Brokerage receives information that a Member has coverage from a third party insurer outside of the OHP, NEMT Brokerage shall report such coverage to the OHA within thirty (30) days of NEMT Brokerage's receipt of notice of the third party coverage. NEMT Brokerage shall report third party insurance coverage and all other coverage requested by the OHA. Reporting shall be made online at the following URL: <https://www.oregon.gov/DHS/BUSINESS-SERVICES/OPAR/Pages/tpl-hig.aspx> or in accordance with any other format as prescribed by OHA.
11. **Reporting Deliverables Summary.** NEMT Brokerage acknowledges that Exhibit F, Table 1 of the agreement, contains a summary of reporting deliverables and is not intended to supersede or negate any other reporting requirement detailed in Exhibit B or by the Agreement.
12. **Reporting Penalties.** NEMT Brokerage agrees to supply the reporting deliverables listed within Exhibit F. NEMT Brokerage agrees to indemnify and hold harmless Health Plan against any and all fees assessed by the Oregon Health Authority as result of NEMT Brokerage's untimely deliverables as defined by the Agreement.
13. **Community Health Improvement Plan.** NEMT Brokerage will collaborate with Health Plan, the Willamette Health Council, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHP), and in carrying out activities to implement the CHP including recommendations tied to community access studies. NEMT Brokerage will collaborate with Health Plan, the Willamette Health Council, and other stakeholders to carry out the Transformation and Quality Strategy (TQS). For purposes of the CHA, CHP, or TQS, for reporting to the Willamette Health Council or any of its subcommittees, or for reporting to OHA, Health Plan may share NEMT utilization, and additional performance data. NEMT Brokerage will collaborate with Health Plan and the Willamette Health Council to meet TQS improvement targets and benchmarks.
14. **Grievances.** Health Plan has established, or shall establish, in collaboration with NEMT Brokerage, a process and procedures for resolving grievances filed by Members or their representative. The grievance process shall fully comply with applicable Federal and State law, as well as the Contract. Health Plan shall supply NEMT Brokerage with any and all necessary information to implement the procedures. Nothing in this Agreement restricts or prevents Members' rights to file a grievance directly with Health Plan or the OHA. Grievances submitted by the Member or their representative and received by NEMT Brokerage shall be processed by NEMT Brokerage. All other grievances shall be handled by the Health Plan.
 - a. A grievance request shall be submitted by a Member or an authorized representative of a Member in writing or orally. Under the Contract, Health Plan has responsibility to receive, investigate, and resolve all Member grievances, in accordance with applicable state and federal laws and regulations.

- b. Health Plan may delegate or subcontract any or all of this responsibility to NEMT Brokerage as documented herein.
 - c. In order to assist Health Plan in fulfilling this responsibility, NEMT Brokerage agrees to comply with the terms of the Agreement relating to grievances. NEMT Brokerage shall have written policies and procedures, and monitoring systems, to receive and document Member communications involving coverage requests, concerns, and complaints.
15. **Grievance System.** NEMT Brokerage shall develop and implement a grievance system supported with written procedures, under which members may file a grievance (“NEMT Grievance System”). NEMT Brokerage’s NEMT Grievance System shall meet the requirements OAR 410-141-3875 through 410-141-3880, OAR 410-141-3915, and 42 CFR 438.400 through 438.424. NEMT Brokerage shall use a template approved by the Health Plan when sending grievance letters to Members.
16. **Approval.** NEMT Brokerage shall provide Health Plan with copies of its NEMT Grievance System for approval, as reasonably requested.
17. **Delegation.** As part of its overall grievance system, Health Plan shall delegate to NEMT Brokerage the responsibility for the following:
- a. Provide notice of resolution related to functions delegated to NEMT Brokerage.
 - b. Initial investigation and response to grievances received by NEMT Brokerage from a Member.
 - c. In the event Member exercise their rights available beyond the initial investigation and response to a grievance, NEMT Brokerage will within five business days notify and involve Health Plan to coordinate the appropriate and required response.
18. **Driver Complaints.** NEMT Brokerage shall monitor and document any incidence of a driver failing to show up for a requested transport. Any incidence of a driver failing to show up for a requested transport shall be reported to Health Plan as soon as the incidence is identified, but no longer than two (2) Business Days following the incidence. Health Plan will follow up with NEMT Brokerage and the Member to determine whether the Member suffered any harm as a result of the failure to provide the ride, whether rescheduling of appointments was or is necessary, and whether any additional recourse or corrective actions are appropriate.
19. **Reimbursed Mileage, Meals, and Lodging.** NEMT Brokerage shall process all Member reimbursement requests no later than 45 days from date of travel in accordance with OAR 410-141-3960. Documentation received after 45 days will be denied, unless Health Plan and NEMT Brokerage agree, in writing, to allow payment outside of the standard timeframe. The NEMT Brokerage shall not reimburse a Member at rates less than the Oregon Health Authority allowable rates.
20. **Notices of Adverse Benefit Determination.** NEMT Brokerage shall issue a NOABD consistent with OAR 410-141-3885 and OAR 410-141-3920 CCO requirements established by the OHA, including Exhibit I of the Contract. NEMT Brokerage shall use a template approved by the Health Plan when sending an NOABD. Health Plan will request a sample of NOABDs each month from NEMT Brokerage to monitor compliance with Member notices. NEMT Brokerage

shall provide the notice and related disclosures and materials that were issued to the Member for the sample selected.

21. **Recertification and Procurement.** NEMT Brokerage will collaborate with Health Plan and support Health Plan in completing CCO recertification requirements established by the OHA and in pursuing CCO procurement opportunities or requirements made available by the OHA.

Appendix

Policy Number: NEMT-04

Effective: 1/1/2022

Next review: 11/1/2025

Policy Type: Government

Author(s):

Depts: [Dept]

Applicable regulation(s): [Applicable Regulations(s)]

External entities affected: NEMT Brokerages

Approved by: February 15, 2023