



Local County and Tribal Agency Biennial Health Care Access Services Plan

Effective: January 1, 2020, through December 31, 2021

Local Agency or Tribe: Southwest Health and Human Services (SWHHS)

Person Responsible for Development of the Health Care Access Services Biennial Plan:

Kathryn Herding - Supervisor

Telephone Number: 5078366144 ext 2003

Person Responsible for Coordination of Health Care Non-Emergency Medical Transportation and related Ancillary Services:

Ashley VanOverbeke and Chantelle Fogelson

Telephone Number: 507-537-6747

General Purpose Statement

To ensure that applicants/recipients of Medical Assistance (MA), and MinnesotaCare pregnant women and children under 21 years of age are provided with or reimbursed for the appropriate level of needed transportation and other travel related expenses to enable them to access necessary medical treatment. County and tribal local agency non-emergency medical transportation (NEMT) services are available to transport the recipient to and from medically necessary services received from participating providers of services covered under the MA and MinnesotaCare programs.

Transportation to non-participating health care providers shall also be paid under this plan if:

- the medically necessary service is covered under the MA state plan; and
- the non-participating medical/dental provider could be a participating provider if application was made; and
- the transport results in the proper, efficient, and cost effective administration of Minnesota Health Care Programs services.

Cost Effectiveness

Per Federal Regulations, transportation for each trip made by a recipient must be by the most cost effective means available that meets the needs of the recipient.

1. The local county/tribal agency must document or describe the method or process of establishing the “least costly” appropriate method of transportation.

2. The local county/tribal agency must document or describe the process used in establishing the appropriate level of transport and related ancillary services approved, authorized, or denied to the recipient.
3. The county and tribal local agencies shall direct recipients to utilize all available sources of free transportation services (such as relatives, friends, other public options if available) if it meets the needs of the recipient.
4. The next most cost effective means of transportation under this plan is transport by the recipient's vehicle. Includes vehicles provided by other individuals with a "vested interest" in the recipient.
5. Reimbursement will not be made to a recipient or other person if the mode of transportation used or related travel expenses are furnished at no cost to the recipient.
6. Transport for a covered medical service that is obtained from a primary care provider is limited to 30 miles from the recipient's home/residence for local county/tribal agency and state administered NEMT.
7. Transport for a covered medical service obtained from a specialty care provider is limited to 60 miles from the recipient's home/residence for local county/tribal agency and state administered NEMT.
8. Prior authorization to exceed the 30 or 60 mile transport limits for all NEMT must:
 - Be requested by the MHCP recipient for review by the local agency;
 - Be authorized or denied by the county or tribal local agency;
 - Be based on medical necessity with no other provider capable of providing the level of care needed closer than the requested destination provider location, and
 - Must be documented and documentation maintained as part of the transportation record by the local county or tribal agency.
9. Reimbursement will not be made for trips/mileage traveled without a recipient in the vehicle (no load miles).

Part I. Transportation and Related Travel Costs

Recipients/applicants must use the most cost effective method of transportation available to them. Whenever appropriate, the recipient's own vehicle must be used.

A. Services available for recipients receiving medical care from a MA enrolled or other appropriate non-enrolled medical/dental provider:

1. Mileage reimbursement:
 - 22 cents per loaded (recipient in the vehicle) mile when transported in a vehicle provided by an individual including but not limited to a family member, self, neighbor, etc. or other individual with vested interest. Billing code "A0090".
 - Reimbursement for personal mileage includes a possible Rural Urban Commuting Area (RUCA) add-on adjustment based on the client's residence zip code as rural or super rural and the transport distance from origination (pick-up) to destination (drop off) locations (one way distances of 1 to 17 miles + 25%, 18 to 50 miles +12.5%, and 51 miles or more no RUCA adjustment is applied.
 - The local agency must calculate all personal mileage RUCA add-on adjustments using the same criteria and process for all individuals.
 - Up to 100 percent of the IRS Business Mileage deduction rate effective for the date-

of-service (DOS) for non-emergency transportation using a vehicle provided by a **volunteer driver** (individual or organization) with no vested interest (billing code “A0080”) and for **licensed foster parents** (billing code/modifier “A0090 UC”).

- Reimbursement for personal mileage of the licensed foster parent and volunteer driver includes a possible RUCA add-on adjustment based on the client’s residence zip code as rural or super rural and the distance from origination (pick-up) to destination (drop off) locations. For one way transport distances of 1 to 17 miles + 25%, 18 to 50 miles + 12.5% and for distances in excess of 50 miles no RUCA adjustment is applied.
 - The local agency must calculate all licensed foster parent personal mileage and volunteer driver mileage RUCA add-on adjustments using the same criteria and process for all individuals.
2. Parking fees and tolls are reimbursed at actual cost (billing code “A0170”). Receipts are required when available to the recipient.
 3. Reimburse volunteer drivers at the MHCP/DHS maximum reimbursement rate, up to 100% of the IRS business deduction rate in place on the DOS.
 4. Unassisted Transport including bus/light rail (billing code “A0110” or monthly pass “A0110 U7”) and other commercial carrier fares such as air travel (billing code “A0140”) are reimbursed the standard rider fare of the transportation provider. Reimbursement is considered “at cost” with reduction for excluded costs related to transportation.
 - Reimbursement for the “standard fare” transports DO NOT include a possible RUCA add-on adjustment
 5. Unassisted Transport (billing code A0100) is reimbursed the standard rider fare or the MHCP allowable, whichever is less.
 - Reimbursement for unassisted transport (A0100) **curb-to-curb transports** includes a possible RUCA add-on adjustment for the base (pick-up) service code based on the client’s residence zip code classification as super rural.
 - The RUCA add-on adjustment for transport base service charges is 11.3%.
 - Reimbursement for unassisted transports includes a possible RUCA add-on adjustment for mileage (S0215) based on the client’s residence zip code as rural or super rural and the distance from origination (pick-up) to destination (drop-off) locations. For one way transport distances of 1 to 17 miles + 25%, 18 to 50 miles + 12.5% and for distances in excess of 50 miles no RUCA adjustment is applied.
 6. Assisted Transport includes **door-to-door and door-thru-door ambulatory transports** where the client has been certified by the MHCP/DHS medical review agent as requiring this level of transport.
 - Reimbursement for assisted transports includes a RUCA adjustment for the base (pick-up) service code (T2003) based on the client’s residence zip code as super rural.
 - The RUCA add-on adjustment for transport base service charges is 11.3%.
 - Reimbursement for assisted transports includes a RUCA adjustment for mileage (S0215) based on the client’s residence zip code as rural or super rural and the distance from origination to destination locations. For one way transport distances of 1 to 17 miles

+ 25%, 18 to 50 miles + 12.5%, and distances in excess of 50 miles no RUCA adjustment is applied.

7. Meals: The maximum reimbursement for meals (Billing code "A0190") is:
 - Breakfast - \$5.50; Must be in transit or at the medical appointment prior to 6:00 AM
 - Lunch - \$6.50; Must be in transit or at the medical appointment 11:00 AM to 1:00 PM
 - Dinner - \$8.00 Must be in transit or at the medical appointment after 7:00 PM
 - Time taken to "eat the meal" is not part of "travel time" consideration.
8. Lodging: *Authorization prior to incurring this cost is required.* Limited to \$50.00 per night unless a higher rate is prior authorized by the local county/tribal agency (billing code "A0180").
9. When another individual is necessary to accompany the recipient or to be present at the site of a health service in order to make health care decisions, the accompanying individual will be reimbursed for the cost of meals, transportation, and lodging at the same standard as the recipient. Reimbursement may be made for more than one person if required by the health care provider's written treatment plan.
10. Transportation and other related travel expenses of family members of recipients in covered treatment programs, such as mental health, if the family member's involvement is part of the recipient's written treatment plan.
11. If the recipient had travel and ancillary service expenses and is later found to be MHCP eligible (could include up to three retroactive MA months), they may be eligible for reimbursement of allowed transportation and ancillary services at the reimbursement rates appropriate for the DOS as indicated in this plan.
12. Transportation and related travel expenses to out-of-state medically necessary services requires prior authorization by the county/tribe local agency for the fee-for-service (FFS) (straight MA) recipients.
 - Transport and related ancillary services are only provided or reimbursed when the fee-for-service out-of-state medical service has been authorized by the DHS contracted medical review agent. Out-of-state services are medically necessary services obtained at a provider/facility location that is outside of Minnesota or its local trade area. NEMT transports and related ancillary services are provided to the recipient and when necessary one responsible person and/or attendant.
 - Transportation and other related travel expenses to out-of-state medically necessary services require prior authorization/referral of the medical service(s) by the Health Plan for recipients enrolled in a health plan. Transport and related ancillary services are only provided or reimbursed when the out-of-state medical service has been authorized by the health plan.
 - Counties/tribal local agencies are responsible for all out-of-state NEMT transports and related ancillary services for transport Modes 1 thru 4.

B. Procedures to Obtain Services

1. Authorization to incur NEMT and related ancillary service costs may be arranged in writing, by telephone or online depending upon the specific county/tribal agency process established. Documentation of authorization of NEMT and related ancillary services must be maintained. Prior authorization to incur transport and ancillary service costs from the county/tribe is required for or when:
 - Lodging and meal expenses for an MA recipient and/or responsible person accompanying the MA recipient
 - The local county/tribal agency has determined transportation and ancillary services have been misused. Example: An able-bodied individual living at a location with access to a public bus route uses a taxicab rather than the bus to access medical services available by bus transport.
 - Transportation and related costs are necessary for the recipient to receive DHS fee-for-service contracted reviewer or health plan authorized out-of-state medically necessary services.
2. NEMT transport services to the primary care provider within 30 miles of the client's residence and 60 miles from the client's residence for specialty care **DOES** require prior authorization by _____ SWHHS _____ to incur the transportation service cost(s).

C. Emergency Needs Procedure

Authorization to incur NEMT and related ancillary service costs is not required in emergency situations. In an emergency situation, recipients/applicants must secure transportation and related ancillary services using the most cost effective and medically appropriate transportation and ancillary services. Recipients/applicants are required to notify _____ SWHHS _____ immediately after the emergency for consideration of reimbursement of the expenses. Transportation and related ancillary service costs that would otherwise require receipts for reimbursements do apply in the emergency situations.

D. Billing and Payment Procedures

1. Providers of transportation and other travel-related services must submit bills for services to _____ SWHHS _____ for payment. The bill should include date of service, origination (pick-up) and destination (drop-off) points, and mileage by the most direct route. Transport must be to a covered service in order for the bill to be paid under this plan.
2. Recipients and other persons eligible for reimbursement for costs of transportation and other related services shall submit to _____ SWHHS _____ actual receipts, when available, or signed, dated, and itemized statements of mileage and/or other allowed expenses.
3. All bills will be paid by _____ SWHHS _____ within 30 calendar / business (select one) days of receipt. Financial workers may choose to provide a recipient with a voucher for transportation or other travel-related service.

E. Service Restrictions

1. Payment shall be made for the most cost-effective available means of transportation which is suitable to the recipient's medical needs. As mentioned in Section I.B., prior authorization to incur costs of transportation and other related travel expenses may be required *except when* there is an emergency or in cases of retroactive eligibility.
2. When the recipient's attending physician makes a referral or the recipient requests to be transported to a medical provider location that is not within the 30/60 mile transport limits, prior authorization by the county/tribal agency is required.
3. When the recipient's attending physician makes a referral or the recipient requests transport to a medical provider location not within the 30/60 mile transport limits or is not the closest provider capable of providing the level of care beyond the mileage limits, prior authorization by the county/tribal agency for transport and ancillary services should not be made.
4. The county/tribe **will not reimburse** the recipient for transportation provided at no cost to the recipient.

Part II. ADA & Meaningful Access to Services

A. Services Available

_____ SWHHS _____ will provide interpreter services to Deaf, blind, hard of hearing and Deaf/blind persons, and individuals with Limited English Proficiency (LEP) who are seeking or receiving assistance from the county/tribal agency.

_____ SWHHS _____ will provide other assistance or services such as training, videos, information pamphlets or other services to individuals seeking or receiving assistance from _____ SWHHS _____.

Medical Assistance (MA) or other service providers, regardless of size, shall provide interpreter services to Deaf, blind, hard of hearing and Deaf/blind persons, and individuals with LEP who are seeking or receiving assistance as soon as the Deaf, hard of hearing, Deaf/blind person or individual with LEP makes the request or the when the need is determined. If subsequent appointments are necessary, interpreter services also need to be arranged prior to appointment.

Providers must offer this service at no cost and in a timely manner to the recipient in accordance with State and Federal laws. This service only applies when interpretation is provided in conjunction with another covered service, is provided during the completion of the cash, food support, medical, or MnChoices eligibility or re-certification meetings with the applicant. Interpreter services are not available for scheduling or arranging medical service appointments.

PART III. Procedures to Obtain Services

A. Authorization of Services

Authorization to incur a non-emergency medical transportation and related ancillary service cost may be arranged in writing, by telephone or online depending upon the specific county/tribal process established. Documentation of authorization of transportation and related ancillary services must be maintained.

Prior authorization to incur transportation and related ancillary services costs from the county/tribe is required for:

1. Lodging and meal expenses for an MA recipient and/or responsible person accompanying the MA recipient
2. When the agency has determined transportation and ancillary services have been misused. Example: An able-bodied individual living at a location with access to a public bus route uses a taxicab rather than the bus to access medical services available by bus transport.
3. Transportation and related costs to receive DHS contracted reviewer or health plan authorized out-of-state medically necessary services.

County and tribal local agency administered and State administered non-emergency medical transportation (NEMT) and related ancillary services for the MA fee-for service recipient is limited to a Primary Care Provider within 30 miles of the recipient's home and Specialty Care Provider within 60 miles of the recipient's home. All fee-for-service NEMT transports and related ancillary services beyond the respective 30/60 mile distances REQUIRE prior authorization by _____ SWHHS _____. Authorization is based on medical necessity and having no provider capable of providing the level of care needed within the mileage limits or a provider closer than the provider location requested.

For the MA fee-for-service recipient, authorization for state administered non-emergency medical transportation and related ancillary service beyond the respective 30 or 60 mile distances must be obtained by the recipient from the local county/tribal agency. Authorization is based on medical necessity and having no provider capable of providing the level of care needed within the mileage limits or a provider closer than the provider location requested.

Health Plan recipients must access primary care services from a provider within 30 miles of their residence and specialty care services within 60 miles of their residence. Authorization for transport and related ancillary services provided and reimbursed by the county or tribal local agency to a provider location exceeding the respective distances, must be obtained by the recipient from the local county/tribal agency. Prior authorization is based on referral by the health plan for the recipient to access covered medical services from the provider at the specific location requested.

B. Emergency Needs Procedure

Prior authorization to incur NEMT and related ancillary services costs is not required for emergency situations. In emergency situations, recipients/applicants must secure transportation and related expenses, using the most cost effective and medically appropriate transportation method and related ancillary services. Recipients/applicants are required to notify the local county or tribal agency immediately after the emergency to secure consideration of reimbursement for the expenses. Appropriate receipts are required.

C. Billing and Payment Procedures

_____ SWHHS will negotiate fees with the referral agency or interpreter.
 _____ SWHHS will pay the interpreter for the service and charge the expense to the MA administrative account for reimbursement purposes. All bills will be paid by _____ SWHHS within 30 days of receipt.

D. Service Restrictions (Provide summary of)

Claims must be received by SWHHS within 2 calendar months of the date of service. (Ex: If the date of service was January 10th, the claim must be received by March 31st.)

Meal and Lodging reimbursement are limited to providers outside of a 60 mile radius.

Part IV. Access to Appeal Hearing Services

A. Services Available

1. Reimbursement for reasonable and necessary expenses of applicants/recipients attendance at an appeal hearing, such as meals, lodging, parking, transportation, and child care costs.
2. Assistance from _____ SWHHS staff in locating transportation.

B. Procedures to Obtain Services

Applicants/recipients shall contact their worker at _____ SHWWS if assistance in locating transportation or reimbursement for transportation and/or child care expenses will be needed to ensure the applicants/recipient's attendance at an appeal hearing.

C. Billing and Payment Procedures

Transportation expenses will be reimbursed according to the same criteria established in Part I. Providers of transportation services must submit dated, itemized bills for service to _____ SWHHS for payment. Applicants/recipients and other persons eligible for cost of transportation services shall submit to _____ SWHHS actual receipts, when available, or signed, dated, and itemized statements of mileage. All bills will be paid by _____ SWHHS within 30 days of receipt. County/tribal staff may choose to provide a recipient with a voucher for transportation.

Child care costs are reimbursable to the applicant/recipient for the time duration of the hearing, including travel to and from the child care provider. Child care will be reimbursed at the current "Child Care Program" hourly rate. _____ SWHHS _____ will reimburse applicants/recipients directly for their transportation and/or child care costs and then charge the expense to the MA Program administrative account for reimbursement.

D. Service Restrictions

_____ SWHHS _____ will not pay for child care if services are provided at no charge to the applicant/recipient.

Part V. County Vouchers

What is the county's/tribe's plan for recipients who cannot afford to pay up-front for a bus pass or taxi?

SWHHS would arrange for a volunteer driver.

Do you provide bus passes or taxi vouchers to recipients?

No

Part VI. Administration of Common Carrier

Do you contract for common carrier services? YES NO (select one)

If yes, please submit a copy of your 2020 through 2021 contract with your Access Plan documents to:

Bob Ries
Minnesota Department of Human Services
Purchasing and Service Delivery Division
540 Cedar St
St. Paul, Minnesota 55164-0984
Email: Bob.Ries@state.mn.us

Part VII. Notification to MA Recipients of Health Care Access Services

1. The local agency or tribe shall inform recipient of the Health Care Access transportation plan. Applicants must be informed of available services at the time of application and recertification. They must also be made aware of changes to the non-emergency medical transportation (NEMT) or related ancillary services benefits, reimbursements, coverage, policies and procedures made by the local agency, due to federal action, adjustments to state statute/rule or administrative decisions by the Minnesota Department of Human Services (DHS).

What is the process or procedures of the local agency for informing the recipients or responsible person of changes to the access plan, local agency processes, procedures, rates, documentation, etc. at times other than application and recertification?

If changes occur, updates to the process or procedures have been mailed to recipients accessing our services.

What is the process of informing the recipient or responsible person of the access plan benefits and policies or procedures when eligibility is established through the MNSure process?

SWHHS's "Assistance with Getting to Medical Appointments" is available upon request.

2. **Include with your Biennial Access Plan submission** a copy of all documents given to applicants and/or recipients informing them of NEMT and related ancillary service availability. Include the local agency version of "Attachments B – Notice to Recipients", "Attachment C – Trip/Expense Log/Report". Include other documents provided to the recipients/responsible person for access plan administration.

Part VIII. Other County/Tribe Specific Policies, Procedures and Conditions

What are the identified gaps, issues, and/or barriers for transportation services in your area?

1. Lack of volunteer drivers.
2. Hotel limit of \$50.00
3. 30/60 mileage limit is very restrictive in rural Minnesota.
4. Lack of mass transit

What coordination efforts is the county/tribal agency involved in to provide transportation services to its members such as Regional Transportation Planning initiatives?

1. SWHHS is a member of the local transportation advisory committee.
2. SWHHS is a participating member of the RTCC.

In the space below, please communicate any policies and procedures not covered in the Biennial Access Plan Bulletin and attachment documents that reflect county/tribal agency administration of Access Services.

Part IX. Outside Provider Contracting

Counties/tribes entering into a contract with an outside organization/provider for providing transportation service(s) or coordination activities for county/tribal administered NEMT provided to/for the MHCP recipient **MUST** submit to DHS:

1. A copy of the ALL contract(s) with outside entities related to county/tribal administered NEMT
2. A statement of the per trip rate(s) or administration fee paid to the provider/coordinator
3. Documentation to show how the rates for transport or administrative fees were established

Counties/tribes utilizing an outside provider/coordinator to provide access transportation or administration should not enter into such contracts and provide reimbursement until they have submitted their contract(s) to DHS for review of program policy and procedure consistency. Issues will be addressed.

County/tribal local agencies should send contracts to:

Bob Ries
Minnesota Department of Human Services
Purchasing and Service Delivery Division
540 Cedar St
St. Paul, Minnesota 55164-0984
Email: Bob.Ries@state.mn.us
Fax: (651) 431-7420.

Part X. Upon 60 Day Notice, DHS May Terminate This Plan



ASSISTANCE WITH GETTING TO MEDICAL APPOINTMENTS-SUMMARY OF INFORMATION

FOR PRIOR AUTHORIZATION OR QUESTIONS please contact: Monday-Friday 8-4:30 MA 027 01/20

For the last name starting with A-K
Ashley VanOverbeke 507-532-1263
607 W Main St, Ste 100, Marshall, MN 56258

For the last names starting with L-Z
Chantelle Fogelson 507-532-1244
607 W Main St, Ste 100, Marshall, MN 56258

The SWHHS Health Care Access plan will pay for the least costly form of transportation to enable you to get to your medical appointments.

SUBMIT YOUR CLAIM AS SOON AS POSSIBLE. CLAIMS MUST BE RECEIVED IN OUR OFFICE WITHIN 2 CALENDAR MONTHS OF THE DATE OF SERVICE.

(EX: IF THE DATE OF SERVICE WAS JANUARY 10TH, THE CLAIM MUST BE RECEIVED BY MARCH 31ST.)

If you have your own vehicle and can drive, you must use it whenever possible.

If you are unable to drive or find someone to drive your vehicle, then you may call to request a ride to your medical appointment. A doctor's note will be required.

If you are enrolled in Blue Plus, call Blue Ride at 866.340.8648. They require 48 hour notice.

If you are enrolled in UCare, call Health Ride at 800.203.7225. They require 48 hour notice.

If you have MA and are not enrolled in the above programs, please call either

Ashley VanOverbeke or Chantelle Fogelson based on your last name to ask for medical transportation. See above for their contact information.

If you have MinnesotaCare, only children under 21 or pregnant women can receive rides or be reimbursed for transportation costs.

If you are unable to drive your vehicle, you must try to find someone who can drive your vehicle or who would drive you in their vehicle. If you drive your vehicle or have someone drive your vehicle for you, you will be reimbursed 22¢ per mile for the miles when the patient is in the vehicle. Mileage is reimbursed per trip, not per the number of people in the vehicle or the number of people who have appointments at the same location. Bus or cab fares will be reimbursed at the rate charged but you must provide original receipts. No reimbursement will be made if the mode of transportation or related travel expense is furnished at no cost to the recipient.

If you choose to get medical services (including emergency services) outside of a 30/60 mile radius from your home, you may have to pay for your own transportation costs. Prior authorization is required from SWHHS if you request reimbursement for overnight expenses including lodging or meals, unless it is an emergency. If you have an emergency, contact SWHHS right away after the emergency to make arrangements for reimbursement of allowable expenses.

For services received on or after 01/01/2020, if your doctor says that you must have primary medical care that you cannot get within 30 miles from your home or specialty medical care that you cannot get within 60 miles from your home, reimbursement must be authorized by SWHHS. SWHHS will require a statement from a local provider verifying why it is medically necessary to travel beyond a 30/60 mile radius. If the request is approved, you may get reimbursed for mileage, meals, lodging, and parking. Lodging is limited to \$50 per night unless SWHHS has given prior authorization for a higher amount and service provider is 60 miles or more away in the most direct route from your home. If someone must go with you in order for you to get necessary medical care, that person could also be reimbursed for meals and lodging. A medical provider must verify that you need to have another person at the appointment.

You may also be eligible for reimbursement of transportation related expenses during the months you were found to be eligible before the date you applied (retroactive coverage). If you appeal an action on your Medical Assistance/MinnesotaCare case, you are eligible for transportation related expenses and, if necessary, child care costs while you are attending the appeal hearing. Prior authorization is not required for transportation related expenses for emergencies, retroactive eligibility, or appeal hearings.

PRESCRIPTIONS: Costs to pick up prescriptions will not be reimbursed if the prescriptions could have been delivered or mailed to you at no additional cost.

MEALS: You must need to travel more than 60 miles one way in the most direct route from your home to the medical appointment to get reimbursed for meals.

Meal receipts must be original and must show what food item was purchased. Overnight meals need to be authorized.

Breakfast: reasonable costs up to \$5.50 maximum. Must be in transit to/from or at a medical appointment before 6 a.m.

Lunch: reasonable costs up to \$6.50 maximum. Must be in transit to/from or at a medical appointment between 11 a.m. and 1 p.m.

Dinner: reasonable costs up to \$8.00 maximum. Must be in transit to/from or at a medical appointment after 7 p.m. or overnight due to the appointment time.

If you need a list of dentists who accept Medical Assistance, call your county office. If you need help finding a dentist who accepts UCARE, call (800) 235-0564.

MEDICAL EXPENSE REIMBURSEMENT CLAIM

Please complete form using **black** ink.

Submit this form to either Ashley VanOverbeke or

Chantelle Fogelson based on your last name. See reverse side of form for their contact information.

I declare under the penalties of the law that the information on this claim is just and correct and no part has been paid. I authorize the medical provider(s) to release attendance information about all appointments listed on this claim. I agree and understand that my information may be shared for investigation of fraud.

Claim Payable To:	Patient's Full Name:
Phone #:	Patient's Date of Birth:
Address for Payment:	Patient's PMI #:
City: State: Zip:	Patient's Case #:

Signature:	Date:
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- **CLAIMS MUST BE RECEIVED IN OUR OFFICE WITHIN 2 CALENDAR MONTHS OF THE DATE OF SERVICE.** (Ex: If the date of service was January 10th, the claim must be received by March 31st.) Correctly completed claims will be paid within 30 days from the date we receive your form. Incomplete forms will be returned to you and this will delay reimbursement.
- The medical provider(s) must stamp or sign this form or another statement from the clinic or hospital verifying each appointment. An appointment reminder card is not acceptable proof.

- **Turn in one form per patient.** The original form is required. No copies or faxes will be accepted. Turn in your original itemized receipts (for meals, lodging, parking, bus or cab fares, etc.). Original signature also required.
- If you have traveled outside of a 30 mile radius from your home for primary medical care or a 60 mile radius from your home for specialty medical care, we require a statement from a local medical provider verifying why it is medically necessary to travel beyond a 30/60 mile radius from your home.

Driver Information:

- I drove myself or someone drove my vehicle. (22¢/mile)
- I am the parent or guardian. (22¢/mile)
- I am a friend, relative, neighbor, personal care assistant, or corporate foster care staff. (22¢/mile)
- I am a licensed foster care provider. (current MHCP rate)
- Other _____

Was someone else required to be with the patient at a medical appointment?

- No
- Yes

Name: _____

Reason: _____

You must provide a statement from the doctor verifying the need for another person at the appointment, unless the patient is a minor child.

Date of Service	Appt. Time	Name of Doctor	Specialist Y/N	Clinic / Hospital Name & Location	Provider Signature or Stamp	A0090 rcp/fp-uc A0080/vol	Agency Use Only Mileage \$	A0170	A0180	A0190 Meals (see detailed information on reverse)			
						Total Miles with Patient in Car		Parking	Lodging	Name of person who ate meal	Breakfast Max \$5.50	Lunch Max \$6.50	Dinner Max \$8.00

AGENCY USE ONLY					
Mileage @ 22¢/mile		05-420-650-2260-6027	County of Service #:	Vendor #:	
Mileage/MHCP or Other Rate		05-420-650-2260-6028	Date Approved:	Approved By:	Employee #:
Parking/Lodging/Meals		05-420-650-0000-6027	MA Spenddown: \$	Total To Be Paid: \$	

**TRANSPORTATION SERVICE AGREEMENT
BETWEEN
SOUTHWEST HEALTH AND HUMAN SERVICES
AND
UNITED COMMUNITY ACTION PARTNERSHIP – TRANSPORTATION PROGRAM**

This agreement is between United Community Action Partnership hereinafter referred to as the “Provider”, and Southwest Health and Human Services (SWHHS), hereinafter referred to as the “Agency”.

WITNESSETH

WHEREAS, the Agency desires to purchase transportation services for certain qualified clients;
and

WHEREAS, the Provider represents that Provider is qualified to furnish these services; and

WHEREAS, the Provider has registered volunteer drivers’ driving their own cars and employed drivers operating public transit buses available to provide said transportation services to the Agency.

WHEREAS, the Provider will best serve the needs of the target population and maintain program flexibility by providing services through a cost reimbursement process in order to make services available to the general community.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Provider agree as follows:

1. TERM OF THE AGREEMENT

This term of this Contract shall be from January 1, 2020 to December 31, 2020, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. At the termination of the above Contract term, this Contract may be renewed, upon agreement of the Agency and Provider, for additional one-year periods provided that the Provider has satisfactorily performed the services herein described. If no material change will be made, the Contract can be renewed by letter agreement of the parties prior to the expiration date.

2. SERVICES TO BE PROVIDED

- a. The Agency agrees to purchase, and Provider agrees to furnish the following services: Transportation Services, hereinafter “Purchased Services”.
- b. Limitation on Purchased Services: The Provider, as a public transportation service funded primarily through a contract with the Minnesota Department of Transportation, reserves the right to transport other riders with clients when such transportation coincides

with trip request by the Agency. The Provider shall, when requested inform the Agency prior to the trip of the other riders who will be accompanying the client on the trip.

The Provider has the right to deny services to Agency clients who do not abide by Provider's rules, safety regulations or who cause property damage or may be a threat to Provider's drivers.

3. PROVIDER OBLIGATIONS

- a. General Description. The Provider shall assign a requested ride to a registered volunteer driver according to their standard procedures or to a hired bus driver employed by the Provider or third-party operator of public transit services operating in the area. If a ride cannot be provided, the Provider shall notify the Agency as soon as is reasonably possible. The Agency or client may call Provider's dispatcher to obtain the name of the driver and the details of the ride the day before the trip if this information is required. The Provider shall immediately notify the Agency of any changes that may affect the Provider's ability to perform this Contract, including, but not limited to, the following: (1) changes in the Provider's service area; (2) funding considerations; (3) reimbursement changes; and (4) unforeseen operational circumstances.
- b. Provider's Personnel: Provider shall provide the Agency with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the Agency to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- c. Notification to Drivers: The Provider shall ensure that the Volunteer Driver Program and the assigned drivers have been advised of the Volunteer Driver Minimum Standards and Codes of Conduct. All drivers shall be required to comply with Provider rules and the aforementioned Codes of Conduct and Volunteer Driver Minimum Standards. Criminal Background checks will be conducted on all new volunteer drivers upon registering in Net Study 2.0.
- d. Publicity: Provider will not use the Agency's name in any brochure, pamphlet or otherwise in a way which implies endorsement or recommendation without the Agency's consent.
- e. Agency Access: The Agency or any authorized representative shall have the right to conduct periodic on-site visits to determine compliance with this Contract and to evaluate the quality of service provided under this Contract.
- f. Recordkeeping: The Provider shall maintain program and statistical records including, but not limited to, a service plan and corresponding service file for each client.
- g. Billing: Provider shall, within thirty (30) working days following the last day of each calendar month in which services were provided, submit an invoice for payment. The invoice shall itemize the date(s) such services were provided, the name of the client

receiving services, and the amount and type of all reimbursable expenses being charged to the Contract.

4. AGENCY OBLIGATIONS

- a. The Agency shall make arrangements with the Provider for rides according to the Agency's standard procedures. The Agency shall contact the Provider's dispatcher to schedule the ride or allow certain passengers to call directly for their ride. The Agency shall provide information to their client including who will be providing the ride, scheduled pick-up times and other pertinent information. The Agency shall notify the Provider's dispatchers of any cancellations as soon as the Agency becomes aware of such cancellation. If required and authorized by law, the Agency shall provide the client's Medical Assistance number or other information necessary for billing.
- b. Agency shall determine eligibility for purchased services.
- c. The Agency will advise applicants and eligible recipients of all their rights to a fair hearing and the appeal process including, but not limited to, the right to appeal a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. The Agency will make arrangements to provide such hearings.

5. COST OF SERVICE

The Agency will reimburse the Provider for rides according to the agreed upon terms for passenger trips. See Attachment A for rates.

6. PAYMENT

- a. No Minimum Requirement: It is understood and agreed by the parties that the Agency assumes no obligation to purchase from Provider any minimum amount of services as defined by the terms of this Contract.
- b. Invoices: Provider shall, within thirty (30) working days following the last day of each calendar month in which services were provided, submit an invoice for payment. The invoice shall itemize the date(s) such services were provided, the name of the client receiving services, and the amount and type of all reimbursable expenses being charges to the Contract.
- c. Payment Procedure: The Agency shall make payment to Provider within thirty (30) days of the date on which the invoice is received.
- d. Payment of Disputed Claims: The Agency may refuse to pay any claim which is not specifically authorized by this Contract. Payment of a claim shall not preclude the Agency from questioning the propriety of the claim. In the event the Agency withholds payment for failure to provide service or failure to comply with any of the provisions of

this Contract, then no interest penalty shall accrue against the Agency for non-payment of disputed claims. The Agency reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

- e. Reduction of Funds: If a reduction of funds prevents reimbursement to the Agency, from the United States Department of Health and Human Services and/or the Minnesota Department of Human Services, the respective funding obligations as recited herein may be renegotiated.
- f. No Guarantee of Operational Costs: The Agency, does not guarantee operational costs of the Provider's facility and will only pay for services rendered.
- g. Additional Funding: Should additional funding be secured from another source, reimbursing Provider for any or all the costs of the purchased services which is covered by this Agreement, the total cost of the Agreement shall be reduced by that amount.
- h. Renegotiation of Rate: If reviews by the Agency, of the Provider's expense reports show that an amount is being paid which is higher than the reasonable and necessary rate for the Purchased Services, the parties agree to amend the Agreement to establish a reasonable and necessary amount.

7. COMPLIANCE WITH LAWS AND STANDARDS

- a. General: Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Provider is responsible.
- b. Financial Participation: In the event that there is a revision of State or Federal law or regulations which makes this Contract or any portion thereof ineligible for State or Federal financial participation, all parties agree to review the Contract and renegotiate those items necessary to bring it into compliance with the new State or Federal regulations. Refusal to renegotiate within seven (7) days of a request in order to bring the Contract into compliance shall be cause for termination of the Contract as of the date it becomes ineligible for State or Federal financial participation.
- c. Revision of Laws: In the event that there is a revision of Federal, State, or local statutes, rules or other law, which might make services provided under the terms of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new law. Refusal to renegotiate within seven (7) days of a request, to bring this Contract into compliance with the new law immediately (or within a reasonable time if immediate compliance is not possible) shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- d. Violations: Any violation of Federal, State, or local laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license or certification by Provider shall

constitute a material breach of this Contract, whether intentional, and shall entitle the Agency to terminate this Contract upon delivery of written notice of termination to Provider. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such violation, failure or loss.

- e. Minnesota Law to Govern: This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota, Agency of Southwest Health and Human Services.

8. STANDARD ASSURANCES

- a. Limited English Proficiency Provisions: It is understood that all agency contractors, grantees, licensees and any other public or private individual and/or organization that operates, provides or engages in health, or social services programs and activities on behalf of the Agency and receives federal funding, must comply with the Title IV language access requirements. Title IV and its implementing regulations provide that no person shall be subjected to discrimination based on race, color, or national origin under any program or activity that receives federal financial assistance. Federal Civil rights compliance requirements for Title IV include a legal obligation to provide language assistance services to all applicants and clients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.
- b. Non-Discrimination: During the performance of this Contract, the Provider shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status or public assistance status. No funds received under this Contract shall be used to provide religious or sectarian training or services. The Provider shall comply with any federal or state law regarding non-discrimination.
- c. Data Privacy: For purposes of this Contract all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereinafter adopted, as well as federal laws on data privacy. The Provider shall strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements.
- d. Records Disclosure and Retention: Provider's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the Agency and either the Legislative or State Auditor, pursuant to Minn. Stat. 16B.06, subd. 4. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Provider agrees to maintain such evidences for a period of five (5) years from the date

services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

- e. Worker Health, Safety and Training: Provider shall be solely responsible for the health and safety of its employees and volunteers in connection with the work performed under this Contract. Provider shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Provider shall ensure that all personnel of Provider and subcontractors or third parties are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Provider shall comply with the “Occupational Safety and Health Act” and the “Employee Right to Know Act”, Minn. Stat. 182.65, et.seq., where applicable.
- f. Appeals: The Provider shall assist the Agency in complying with the provisions of Minn. Stat. 256.;045, Administrative and Judicial Review of Human Services Matters.
- g. Reporting: Provider shall comply with the provisions of the “Child Abuse Reporting Act”, Minn. Stat. 626.556, as amended, and the Vulnerable Adult Reporting Act”, Minn. Stat. 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.
- h. Minnesota Department of Human Services (MDHS) Third-Party Beneficiary: Provider acknowledges and agrees that the MDHS is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Provider specifically acknowledges and agrees that the MDHS has standing to and may take any appropriate administrative action or sue Provider for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance or all or any part of the Contract between the Agency and Provider. Provider specifically acknowledges that the Agency and the MDHS are entitled to and may recover from Provider, reasonable attorney’s fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- i. HIPAA Compliance: The Provider agrees to provide assurance to the Agency that it will comply with the Health Information Portability ACT (HIPAA) requirements necessary to protect Individual Identifying Health Information (IIHI). Use and disclosure will require that IIHI be:
 - i. appropriately safeguarded, and
 - ii. any misuse of IIHI will be reported to the Agency.
 - 1. Furthermore, the Provider agrees to:
 - 2. secure satisfactory assurance of compliance from any subcontractor;
 - 3. grant individuals access and ability to amend their IIHI;
 - 4. make available an accounting of disclosures;

- iii. release applicable records to the Agency or to the Department of Human Services if requested; and
 - iv. upon termination, return or destroy all IHI in accordance with conventional record destruction practices.
- j. Noncompliance: If the Contractor or subcontractor fails to comply with the provisions of this contract, the Agency may terminate the contract (if feasible), report the problem to the Department of Human Services, and/or seek any available legal remedy.

9. INDEPENDENT CONTRACTOR STATUS

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Provider as the agent, representative, or employee of the Agency for any purpose or in any manner whatsoever. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the Agency and shall not be considered employees of the Agency, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the Agency; and the Provider shall defend, indemnify, and hold the Agency, Agency, Officers, Employees, and Volunteers harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Agency, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

10. INDEMNIFICATION

Provider shall indemnify, hold harmless and defend the Agency, its officers, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the Agency, its officers, agency and employees may hereafter sustain, incur or be required to pay arising out of or by reason of:

1. Any negligent or willful act or omission of Provider, its agents, servants or employees, in the execution, performance, or failure to adequately perform Provider's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or

2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, or while on or in premises or vehicles owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or
3. Any applicant or eligible recipient causing injury to, or damages to the property of another person during any time when Provider or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
4. Any claim or cause of action in equity for damages arising out of employment or alleged employment by Provider or discrimination in Provider's employees or volunteers.

In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to Provider by mail addressed to its post office address.

The Agency agrees to indemnify and hold harmless the Provider from any and all liability, loss, costs, damages and expenses arising out of or by reason of any act or omission of the Agency, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract. It is understood and agreed that the Agency's liability shall be limited by the provisions of Minn Stat. Ch. 466 or other applicable law.

11. INSURANCE

The Provider further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Contract, have and keep in force a liability insurance policy with the following minimum amounts to not be less than those specified in Minn. Stat. Ch. 466:

- General Liability - \$500,000 per claimant/\$1,500,000 per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability - \$500,000 per claimant/\$1,500,000 per occurrence for bodily injury and property damage.
- Public Officials Liability Coverage - \$1,500,000 per occurrence.

Prior to the effective date of this Contract, and as a condition precedent to this Contract, the Provider will furnish the Agency with certificates of insurance. The Agency may withhold payments for failure of the Provider to furnish proof of insurance coverage or to comply with the insurance requirements herein.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to the Agency, through the Department.

12. SUBCONTRACTING/ASSIGNMENT

Provider shall not enter into any subcontract for performance of any of the services contemplated under this contract nor assign any interest in the contract without the prior written approval of the Agency and subject to such conditions and provisions as the Agency may deem necessary. The Provider shall be responsible for the performance of all subcontractors.

The Contractor shall ensure that all subcontractors to provide service under this contract, shall contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the contract between the Agency board and the Contractor. The subcontractor specifically acknowledges that the Agency board and the Minnesota Department of Human Services are entitled to and may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

13. DEFAULT

If provider fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of this Contract, this shall constitute default. Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the event, series of events or failure constituting the default and the cure period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such other time as may be specified under the terms of this Contract, then this Contract may be terminated by written notice.

14. TERMINATION

This Contract may be terminated with or without cause by either party upon thirty (30) days written notice.

15. CONTRACT RIGHTS AND REMEDIES

All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

The waiver of any default by either party, or the failure to give notice of any default shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default.

Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the Agency and Provider.

16. DAMAGES

Unless Provider’s default is excused under the terms of this Contract, the Agency may recover from Provider such damages as it may have sustained by reason of additional administrative costs and other damages sustained by the Agency by reason of delay, price changes, loss of other contracts, loss of income, inability of the Agency to fulfill other contracts, loss of other benefits of this Contract, and any other damages directly or consequently arising out of this Contract or a failure to perform the same by Provider. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

17. REPRESENTATIVES

The following named persons are designated the Authorized Representatives of the parties for the purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the Agency, the Authorized Representative shall have only the authority specifically or generally granted by the Agency Board. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

Provider:

Name: Cathleen Amick

Title: Transportation Director
United Community Action Partnership

Address: 1400 South Saratoga
Marshall, MN 56258

Telephone: (507) 537-1416

Agency:

Name: Beth Wilms

Title: Director
Southwest Health and Human Services

Address: 607 W. Main Street Ste 100
Marshall, MN 56258

Telephone: (507) 537-6747

18. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the Agency and Provider.

19. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

20. MERGER

This Contract is the final expression of the agreement of the parties and the complete and exclusive statute of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

21. FAIR HEARING AND GRIEVANCE PROCEDURE

The Provider will establish a system through which eligible recipients may present grievances about the operation of the service program, and the Provider will advise eligible recipients of this right.

The Agency, through the Department, will advise applicants and eligible recipients of all of their rights to a fair hearing and the appeal process including, but not limited to, the right to appeal a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. The Agency, through the Department, will make arrangements to provide such hearings.

22. EXTENSION CLAUSE

The parties further understand and agree that this Contract shall be automatically extended for an additional period up to 90 days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in the contract. The purpose of this extension is to insure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of the Contract, by mutual agreement of the parties.

23. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, The parties have caused this agreement to be duly executed intending to be bound thereby.

AGENCY

PROVIDER

BY: Charles Snow
SWHHS Board Chairperson

BY: _____
Executive Director
United Community Action Partnership

Date: 12/18/2019

Date: _____

BY: Beckmire
SWHHS Director

BY: _____
Transportation Director
United Community Action Partnership

Date: 12/18/2019

Date: _____

Trip Reimbursement rates are as follows:

Cost per trip is based on the agreed upon billed rates for the bus/volunteer driver miles. When the Provider is authorized by the Agency to assign a trip to another transit system out of the project area to reduce mileage costs, the cost of the trip may vary from the rates in this contract but will not exceed the rates below unless pre-approved.

An Escort can ride at no cost when necessary to assist with passenger(s). Every effort will be made to assign the most cost-effective means of providing a ride, whether it is by bus or volunteer drivers, based on available options.

In the event of a no-show or if the ride is canceled too late to notify the driver, the Agency will reimburse the Provider all costs incurred. A minimum of \$5 will be charged for each no-show.

Meal and other associated trip costs will be reimbursed when authorized by Agency per policy and procedures of Provider. Receipts are retained for meal and parking costs (when available) by the Provider for audit purposes.

Due to limited resources, all trip requests will be coordinated when possible.

COMMUNITY TRANSIT RATES:

Public Transit Bus services

Local In-Town trips:
\$2.50 – Each Way
Rural trips – Each Way
\$ 2.50 0 – 7 miles
\$ 6.00 8 – 17 miles
\$ 8.00 18 – 32 miles
\$10.00 33 – 45 miles

Volunteer Drivers (local and out of area trips):

\$.93 per mile - Total Driver Miles
\$.58 per mile per person – Total Driver Miles – for trips with two or more passengers riding

The volunteer driver mileage rate is the current IRS rate of .58 /mile with an additional .35/mile added to cover project costs when trips are not coordinated. Rates will change if the IRS rate changes.

CONTRACTED HOURLY SERVICE:

When a bus driver with special training is needed to provide transportation for a passenger(s) with special needs requiring a higher level of escort assistance, the rate will be \$50.00/hour. Criteria for determining passenger eligibility for a higher level of service must have prior authorization by designated Agency and Provider staff.

LOCAL SUPPORT:

The Agency agrees to pay Provider \$15,000 for local support. \$2,500 for each county will be designated under Community Connection services which targets low-income, elderly and disabled population. The provider will supply documentation to support this contribution on an annual basis.