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1.0 Welcome

LeFleur Transportation of Texas, Inc.’s (LeFleur’s) goal is to foster an environment with our Texas Non-Emergency Medical Transportation (NEMT) Performing Providers that encourages teamwork while generating continuous improvement to the vital services we collectively provide to Clients within our Medical Transportation Organization (MTO) Regions. This manual, in conjunction with the Performing Provider Contract, provides information necessary to successfully operate as a Performing Provider.

NOTE: LeFleur may amend this Manual at any time without notice, and Performing Providers are required to adhere to any changes.

2.0 Terms and Definitions

- **Americans with Disabilities Act of 1990 (ADA):** Federal law that provides protection from discrimination to individuals who are regarded as having a physical or mental impairment that does not substantially limit major life activities.

- **Appropriate Mode of Transportation:** the most cost efficient type of transportation that best meets the physical, healthcare, or behavioral needs of a Client requiring transportation to a healthcare service. This includes ambulatory vehicles, wheelchair vehicles, those operated by private providers (such as taxis), and public transportation.

- **Attendant:** An adult required to accompany a prior authorized Client under §380.207(4) (relating to Program Limitations) or an adult or service animal accompanying a prior authorized Client to provide necessary mobility, personal or language assistance to the Client during the time that transportation and health care services are provided.

- **Clients:** Medicaid, Children with Special Health Care Needs (CSHCN), and Transportation for Indigent Cancer Patients (TICP) Clients who do not have any other means of transportation to covered, medically necessary health care services.

- **Grievance:** A complaint not resolved to the Client’s satisfaction, or an issue presented by the Client to LeFleur in writing for formal consideration.

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

- **Medical Transportation Program (MTP):** A program which provides prior authorized NEMT services to and from covered health care services, based on medical necessity, for categorically eligible Medicaid Clients enrolled in Medicaid, eligible Clients enrolled in CSHCN, or the Transportation for Indigent Cancer Patients (TICP) program who have no other means of transportation.
- **Medicaid Eligible**: this term is used in reference to persons who have completed the certification process and are now eligible to receive services and other assistance under the guidelines of the Medicaid program. The term does not include persons who could be eligible for Medicaid, but who are not current Medicaid recipients.

- **No Show**: A term assigned to a trip when the Performing Provider waits for the Client ten (10) minutes beyond the scheduled pick-up. Drivers are required to make reasonable efforts to contact a Client to inform the Client their ride has arrived before leaving the pick-up location.

- **On Time**: Dropping a Client off on time means that the Client arrives at the health care facility (a) at least fifteen (15) minutes but no more than one (1) hour prior to the Client’s scheduled appointment, (b) during health care provider’s scheduled operating hours, and (c) when the Client remains on the vehicle less than one (1) hour more than the average travel time for direct transportation between pick-up and drop-off locations.

### 3.0 LeFleur Responsibilities

As an MTO, LeFleur has the responsibility to ensure that eligible Clients are provided quality, safe and dependable NEMT services. Within LeFleur’s Regions, it coordinates all aspects of the program, including screening Clients for eligibility, scheduling trips, contracting with Performing Providers, investigating complaints, assuring quality services, and reporting data to the Texas Health and Human Services Commission (HHSC).

To ensure an adequate fleet of vehicles (including ADA-compliant vehicles) is available to meet the specified transportation timeliness and service requirements for all Clients, LeFleur may:

- Provide transportation ourselves;
- Enter into service agreements with federally funded or public transit entities, including not-for-profit agencies, transit authorities and licensed common carriers, including Significant Traditional Providers that are willing to agree to the terms and conditions in the Performing Provider Contract;
- Provide tokens, passes or tickets to Clients to cover the fare for established public or private transit services based on Client needs; or
- Provide mileage reimbursement through the Individual Transportation Participant (ITP) program.

To ensure that Performing Providers receive necessary support, we assign Network Coordinators to each region we serve. These individuals receive support from Regional Managers along with our General Manager and work with Performing Providers to ensure each Performing Provider has a clear understanding of program requirements and expectations. Performing Providers are expected to accept all trips assigned to them. Otherwise, LeFleur may consider the Performing Provider to have insufficient fleet capacity. In this case, we may reduce trip volume assigned to the Performing Provider until additional capacity is established.

### 4.0 Credentialing

Once LeFleur receives an inquiry via our website or through our Network Management staff, we will evaluate each request to contract with LeFleur on a case-by-case basis. Our Network Management team will request that interested Performing Provider candidates complete an application and will then verify the candidate’s profile information (i.e., vehicle types, hours of operations, special services, fees and billing information).
Once this information has been reviewed and a need for services has been determined by our staff, we will initiate the credentialing process and assign a Network Coordinator to work with the prospective Performing Provider throughout the credentialing process.

4.1 Company Information

LeFleur must obtain the following company items prior to enrolling a Performing Provider into LeFleur’s Performing Provider Network.

- W-9
- EFT/ACH Documentation
- TMHP Enrollment
- Valid and Compliant Certificate of Insurance
- Office of Inspector General (OIG) check (http://exclusion.oig.hhs.gov)
- Excluded Parties List System (EPLS) check (www.epls.gov)
- Subcontractor Agreement – Fully Executed

LeFleur’s Network Management staff monitors insurance certificates on a daily basis to ensure all insurance policies are current and at appropriate levels. When insurance is within 45 days of expiring, Performing Providers will receive notice by the Credentialing Department of the approaching expiration. Renewed insurance certificates must be received prior to the expiration of the current certificate on file. Performing Providers who fail to comply with the insurance requirements will be suspended from providing services upon the expiration of their insurance certificate. No trips will be assigned to a Performing Provider, and any previously scheduled trips will be reassigned until the new and updated policy has been received and approved by LeFleur.

For specific insurance requirements, please refer to your Performing Provider Contract. Insurance coverage must be issued by a company licensed in Texas, with an A rating from A.M. Best and authorized to provide the corresponding coverage. An overview of minimum limits coverage for non-governmental providers includes:

- Comprehensive General Liability Minimum Limits:
  - $1,000,000 Each Occurrence
  - $1,000,000 Personal & Advertising Injury
  - $2,000,000 General Aggregate
  - $2,000,000 Products/Comp Op Aggregate
  - $5,000 Medical Expense each person
  - $50,000 Damage to Rented Premises
- Business Auto Liability for Any Auto Minimum Limits: CSL (Combined Single Limit) of:
  - $1,000,000 Bodily Injury per person
  - $1,000,000 Bodily Injury per accident
  - $1,000,000 Property damage per accident
- Identity Theft Coverage Limits: $1,000,000
- Workers Compensation: Statutory Limits
  - Employers Liability: $1,000,000 each accident
4.2 Driver Credentialing, Conduct and Training

4.2.1 Driver Credentialing Process

The following information must be submitted to LeFleur according to the schedule indicated. Performing Providers must also retain this and related information in each driver record. Once LeFleur has received the Credentialing Packet for a driver, it will review the packet and communicate its decision to the Performing Provider.

Initially and Prior to Document Expiration (if Applicable)

- Copy of Texas Driver’s License
- Copy of Social Security Card
- Documentation of successful completion of each training course described in this section.
- Results of OIG search Results of Excluded Provider List check

Initially and Annually Thereafter (May not be more than one year old at any time)

- Negative drug test results
- A copy of driving record information, including driving history, issued by the Department of Public Safety pursuant to Texas Transportation Code, Chapter 521, for all drivers.
- Results of National and State of Texas Sex Offender Registry search;
- A copy of a nationwide criminal history background check from an organization that is approved by LeFleur and HHSC.

In order to credential a new driver, the Performing Provider must submit a complete Credentialing Packet to LeFleur’s Credentialing Specialist via email to: credentialing@lefleur.net, or parcel/mail delivery service. If by parcel/mail delivery service, documentation should be sent to:

- LeFleur Transportation of Texas, Inc.
  Attn: MTO Credentialing Department
  219 Industrial Drive
  Ridgeland, MS 39157

4.2.2 Driver Background Requirements

Drivers must meet the following background requirements.

- Driver must be at least eighteen (18) years of age;
- Driver must have a valid drivers’ license issued by the State of Texas as required to operate the type of service or vehicle to which they are assigned;
- Driver must meet applicable current State and federal regulations and guidelines;
- Driver must not have a felony or misdemeanor conviction within seven years of the initial hire date or any time after hire date of:
- An act of abuse, neglect or exploitation of children, the elderly or persons with disabilities as defined in Texas Family Code, as amended, Chapter 261 and Texas Human Resources Code, as amended, Chapter 48; or
- An offense under the Texas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety or morals; against property; an offense under Chapter 481 of the Texas Health and Safety Code, as amended, (Texas Controlled Substances Act); and
- Operators must not have been found to have conducted or participated in any acts prohibited by the Texas Human Resources Code Chapter 36;
  - A person who has EVER been convicted of any sexual offense or crime of violence is prohibited from providing services under the Performing Provider Contract with LeFleur;
  - The driver may not have any findings by a law enforcement authority of driving while intoxicated or under the influence of any substance (DUI/DWI) within seven years prior to the date of initial hire or any time thereafter;
  - Current and potential drivers may not have more than one moving violation in a twelve-month period.

Performing Providers are responsible for investigating and ensuring drivers remain in compliance with background requirements at all times. In the event LeFleur determines a driver to be out of compliance, it will require the driver to be immediately removed from service. LeFleur will not reimburse for trips in which a disqualified driver was used.

### 4.2.3 Background Requirements for Employees with Access to Client Records

In addition to drivers, NEMT Performing Providers are required to ensure that all employees of the NEMT Performing Provider who work directly with Clients under this program or have direct access to Client records meet the requirements in Section 4.2.2 above, as they relate to criminal history and sexual offenses, by securing Criminal History Checks and the results of National and State Sex Offender Registry Searches. These reports, for non-drivers meeting this description, as described in Section 2.9.4.6 of RFP 529-15-002, must be maintained and updated by the Performing Provider and provided to LeFleur and/or HHSC upon request.

### 4.2.4 Driver Training

All drivers utilized by Performing Providers to deliver transportation services under the terms the Performing Provider Contract must receive (at a minimum) training on the topics listed below, and must have on file with LeFleur, documentation of said training for each driver utilized. All training courses must be conducted through training programs pre-approved by LeFleur, and according to the schedules described below. LeFleur will not reimburse any trips performed by drivers who are out of compliance with these requirements. Failure to meet training requirements and satisfy training frequencies may also result in the assessment of liquidated damages by LeFleur, reduction in trip volume, or even contract termination in the event offenses become habitual in nature. LeFleur reserves the right to attend driver training sessions offered by Performing Providers and may request modifications to Performing Provider training materials at any time.
Initially:

- Non-Discrimination, Sensitivity, and Diversity
- Prohibited Behavior by Motor Vehicle Operators, Including use of Offensive Language, Use of Tobacco, Alcohol or Drugs, and Sexual Harassment
- Customer Service

Annually:

- Assistive Devices, Including Wheelchair Lifts, Tie-Down Equipment and Child Safety Seats
- Wheelchair Transfer and Securing of Wheelchair in Vehicle
- Client Rights and Responsibilities
- Emergency Procedures for Transportation Providers
- HIPAA
- Orientation and Familiarization of the Medical Transportation Program (MTP) Non-Emergency Transportation
- Passenger Assistance Techniques
- Passenger Safety
- Trip Documentation (Signature Logs)
- Transfer and Proper Restraint of Mobility Devices Including Scooters
- Service Delivery
- Use of Fire Extinguisher
- When and How to Call for Emergencies

Biannually:

- ADA Training
- Completion of Driver Log
- Civil Rights
- Cultural Diversity Training
- Dealing with Client Behavior and/or Violent Behaviors
- Defensive Driving Techniques
- Universal Precautions for Blood-Borne Pathogens

Every Three Years:

- Basic First Aid

4.2.4 Driver Conduct

Performing Providers must have policies in place to ensure that drivers adhere to the following conduct requirements. LeFleur’s Field Supervisors will evaluate compliance through field observations and field inspections.

- Drivers must be competent in their duties; be courteous, patient and helpful to all passengers; and be neat and clean in appearance;
• Drivers must provide services without additional charge to the Client;
• All drivers must wear (or have visible) easily-readable proper company identification;
• All drivers must carry government-issued identification;
• At no time shall drivers smoke, while in the vehicle or while involved in Client assistance, entering or exiting the vehicle, or while in the presence of any Client;
• Drivers must identify and announce their presence at the entrance of the building at the specified pick-up location if the passenger is not waiting at the curbside;
• Drivers must assist the passengers in the process of being seated, as necessary, including the fastening of seat belts. Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured and that all passengers' seat belts are fastened;
• Drivers must provide support and oral directions to passengers and assist wheelchair and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Driver assistance shall also include stowage of mobility aids and folding wheelchairs; drivers are not responsible for passengers’ personal items.

4.3 Vehicle Credentialing and Requirements

4.3.1 Vehicle Credentialing

Before placing any vehicle in service, the Performing Provider must receive written approval from LeFleur. This approval will only be granted after the Vehicle File is received and reviewed by LeFleur, and the vehicle is inspected by LeFleur. This applies to new, used, borrowed, leased or contracted vehicles. Prior inspection of borrowed or leased equipment is not sufficient to meet the requirements of the Performing Provider Contract if the vehicle has been returned to the vehicle vendor between uses. LeFleur will inspect each vehicle (at a minimum) prior to use and on an annual basis thereafter.

The Performing Provider is also required to maintain a copy of each Vehicle File for review by LeFleur and/or HHSC as requested, as well as to update each Vehicle File so that all files remain current at all times. LeFleur must be notified of any changes to Vehicle Files on a monthly basis and upon request.

The Vehicle File, at minimum, must include the following documentation:

• Manufacturer and model;
• Model year;
• Vehicle Identification Number and vehicle assigned number, if any;
• Odometer reading at the time the vehicle entered service under the contract;
• Type of vehicle (minibus, wheelchair van);
• Capacity (number of passengers);
• License plate number;
• Insurance certifications;
• Maintenance records;
• Texas Department of Motor Vehicles (TxDMV) – issued registration permit and vehicle stamp;
• Special equipment (lift, etc.);
4.3.2 Vehicle Rosters

In addition to the Vehicle File, Performing Providers must submit a monthly Vehicle Roster which reports service status (in service or out of service) of any vehicles approved for service, including the removal of service status of any prior approved vehicle. The roster must remain current at all times and must also be provided to LeFleur or HHSC upon request. Additionally, the Performing Provider must immediately notify LeFleur any time a vehicle is removed from or added to service.

4.3.3 Vehicle Requirements

LeFleur’s initial and subsequent vehicle inspections will ensure that vehicles comply with all LeFleur standards as well as with the standards regarding the physical condition and maintenance of motor vehicles used to provide transportation services as defined in Texas Administrative Code, Title 1, Part 15, Chapter 380, Subchapter E, Rule §380.501.

Vehicles must:

- Meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards;
- Be identified with the Performing Provider name and vehicle number using letters that are at a minimum six (6) inches in height; and

Vehicles must be equipped with:

- Functioning, clean, and accessible seat belts for each passenger seat position that must be stored off the floor when not in use;
- An operating speedometer and odometer;
- Working interior lights within the passenger compartment;
- Adequate interior sidewall padding and ceiling covering;
- Two exterior rearview mirrors, one on each side of the vehicle;
- An interior mirror, which should be used for monitoring the passenger compartment;
- A clean interior and exterior (which must be free of broken mirrors or windows, excessive grime, rust, chipped paint, and major dents);
- A functional fire extinguisher (which must be secured within reach of the motor vehicle driver and visible to passengers);
- A first aid kit (which must include at a minimum latex gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer);
- Working heating and cooling systems adequate for the heating, cooling and ventilation needs of both the motor vehicle driver and the passengers;
- Working windshield wipers;
- All windows must be operational;
- Signage must be posted within the vehicle that reads: “No Smoking, Eating or Drinking.” “All Passengers Must Wear Seat Belts.” “Concealed Weapons are Prohibited.”
4.4 Performing Provider Staff Orientation

Orientation sessions are conducted by LeFleur and required for all Performing Providers. The purpose of these sessions is to meet face-to-face with Performing Provider staff and to outline basic information about how the program will operate. The Performing Provider orientation program includes the following:

- Overview of NEMT Program and division of responsibilities between LeFleur and Performing Providers
- Vehicle requirements
- Driver qualifications
- Driver conduct
- The use of attendants
- Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the Client
- "After hours" scheduling procedures
- Criteria for trip assignment
- Dispatching and delivery of services
- Procedures for obtaining reimbursement for authorized trips
- Driver customer service standards and requirements during pick-up, transport and delivery
- Record keeping and documentation requirements for scheduling, dispatching and transporting, including completion of required logs
- Complaint procedures
- Claim procedures - Billing
- Denial and appeals procedures

The orientation session encompasses the requirements of the Performing Provider Contract, including those pertaining to vehicles and drivers, and how various events are to be handled and reported. Emphasis is placed on the customer service aspect, and it is stressed that drivers are to treat every Client with care and dignity and with a high regard for safety. In addition, the issues of record keeping, reporting, billing, and payment are addressed.

5.0 Geographic Considerations

Transportation will generally originate from the Client’s residence and may be to destinations outside of that county or outside of the originating MTO region.

In some situations, LeFleur will require transportation to and from out-of-state providers enrolled in Texas Medicaid which are located within fifty (50) miles of the state of Texas border. Transportation to out-of-state facilities is based on level of need and must be approved by LeFleur’s Medical Director.

6.0 Central Business Office and Call Center

LeFleur’s Central Business Office and Call Center is located at 1920 S.E. Industrial Drive, Bldg. A in Edinburg, TX 78542. The hours of operation are 8:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday. The only business closings will be Thanksgiving Day, Christmas Day, and New Year’s Day.
Although we will not be taking reservations on Saturdays, Sundays or the above-referenced holidays, LeFleur and Performing Providers are responsible for providing any scheduled transportation 365 days a year. We will ensure that LeFleur staff is available to assist our Performing Providers and address live-day inquiries and concerns from Clients outside of our hours of operation.

LeFleur has established the following toll-free phone number specifically for use by our Performing Providers. When dialing this phone number, Performing Providers will reach a menu prompting for a selection in order to route calls to appropriate personnel. The phone number bypasses our reservations system and should not be distributed to Clients. Any Client calling this line will be instructed to call the reservations line (877.633.8747) or Where’s My Ride line (844.549.0584) and provided with the appropriate number.

Performing Provider-Only Toll Free Number: 844-549-0585

7.0 Transportation Procedures

7.1 Performing Provider Trip Assignment

LeFleur will make initial trip assignments available to each Performing Provider at least forty-eight (48) hours prior to the date of service. LeFleur prefers to communicate trip assignments to Performing Providers via our secure Provider Web Portal. However, for Performing Providers without internet access due to their remote location, we can communicate trip assignments via secure facsimile. The manifest shows all reservations that have been assigned to the Performing Provider at that time. Each trip is assigned a unique Booking ID number, which is required for payment.

Performing Providers must review the manifest and determine that all reservations meet the service levels they provide and are in the geographic area they serve. In the event a Performing Provider is unable to perform an assigned reservation, it must be sent back to LeFleur using the appropriate reroute methods within twenty-four (24) hours of receipt of the trip manifest, and no later than twenty-four (24) hours prior to pick-up time, so it may be assigned to another Performing Provider. By accepting a trip, the Performing Provider is making a commitment to perform the transport.

The day prior to the date of service, Performing Providers may receive a revised manifest. The revised manifest will include any changes or additional reservations that may have been assigned to a Performing Provider. Any trips that are assigned to the Performing Provider within twenty-four (24) hours of the trip pick-up time will also be verbally communicated to the Performing Provider. Performing Providers may download their manifests at their convenience from the Provider Web Portal.

Performing Providers will complete all trips that have been assigned to their manifests and not rerouted back to LeFleur, absent Client cancellations and Client no-shows. Trips that are rerouted must include a reason. LeFleur carefully monitors the level of trip assignments with our Performing Providers. However, if a Performing Provider believes it is continually receiving excessive trip assignments, the organization should contact LeFleur to confirm that our information for vehicle capacity and availability is correct. Performing Providers who reroute reservations without a valid reason, or who do not reroute reservations in a timely fashion, may have liquidated damages assessed and/or trip volume reduced in accordance with provisions in the Performing Provider Contract.
Return trips for individuals are authorized during the reservation process. However, Clients often do not know an exact return time, therefore, it will appear as "Will Call" on the trip manifest. The Client may call LeFleur’s Where’s My Ride Line to request pick-up. The correct return pick-up times must be submitted on the Driver Log and on billing forms when the Performing Provider reports encounter data.

Performing Providers must review trip manifests prior to the scheduled date of service. We require the following procedures (at a minimum) be followed.

- Contact Clients one (1) business day before the transport to confirm Client (and Attendant, if applicable) pickup location and destination, date and time. All confirmation calls must be thoroughly documented on a log with the date, time and telephone number for each call made to Clients the day before the appointment. No calls may be made after 8:00 p.m. All logs must be maintained and made available upon request by LeFleur or HHSC. Further, persons accompanying children must be advised that car safety seats are required and must be provided by the Client.
- Notify LeFleur the next business day if Client’s contact number(s) are disconnected or if the phone numbers or addresses are incorrect as listed on the trip manifest. An unconfirmed trip is not a cancelled trip.
- Cancel any trips using the advance cancel feature in the Provider Web Portal or call LeFleur’s Performing Provider line. Trip cancellations and Client no shows must be entered on a daily basis, with notification of same-day-cancellations.
- Utilize Driver Logs provided by LeFleur, recording only those trips LeFleur has authorized (All LeFleur Authorized Trips are assigned a Booking ID Number).

8.0 Performing Provider’s Responsibilities

8.1 Administrative, Reservation Receipt and General Responsibilities

1. Performing Providers shall receive trip reservations via fax, telephone or web from LeFleur each day. For urgent medical appointments, Performing Providers shall accept telephone orders, (supplemented by a separate fax or another secure form of transmission) from LeFleur.
2. Performing Providers shall transport Clients and attendants in accordance with the specifications of the reservations provided by LeFleur and the terms of the Performing Provider Contract. LeFleur may make alternative arrangements to transport a Client who, upon consultation with LeFleur by the Performing Provider, is determined to be a threat to the health, safety or welfare of either Performing Provider’s employees or other Clients, or prevents or inhibits the vehicle from being operated in a safe manner.
3. When a "will call" return trip has been pre-authorized by LeFleur, the Performing Provider shall ensure pickup within one hour of the “will call” activation in the Provider Web Portal.
4. Performing Providers shall inform LeFleur of their inability to accept or complete an assignment at least twenty-four (24) business hours prior to the date of service to allow LeFleur to make alternative arrangements.
5. Performing Providers shall at least establish and maintain a dedicated telephone line for use by LeFleur to contact Performing Provider. LeFleur must be able reach a supervisor at all times to
confirm that Clients are in the Performing Provider’s vehicles. Drivers will be equipped with two-way communication (cell phone and/or 2-way radios) devices.

6. Performing Providers will ensure that all information obtained regarding Clients in connection with the Performing Provider Contract, for the Protection of Confidential Health Information in compliance with HIPAA, will be held in confidence and used only as required in the performance of Performing Provider’s obligations under such agreements.

8.2 HIPAA Requirements

In 1996 the U.S. Department of Health and Human Services (HHS) enacted regulations under the Health Insurance Portability and Accountability Act, known collectively as “HIPAA” or “The Privacy Rule” (45 CFR Parts 160 and 164, subparts A and E), and the “Security Rule” (45 CFR Part 164, subparts A and C), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH). These regulations require States and Counties, health care providers, health plans and health care clearing houses (individually, “Covered Entity” and collectively, “Covered Entities) to maintain the privacy / confidentiality of health information which they receive or obtain from their patients or covered persons or which they review or create for their patients or covered persons. For purposes of HIPAA, this health information is referred to as “Protected Health Information” or “PHI”. Performing Providers must adhere to all federal, state and agency rules regarding HIPAA Requirements.

These same regulations require Covered Entities to obtain written assurance from Business Associates to whom they disclose PHI in the form of a Data Use Agreement. This agreement outlines the responsibilities of both the Covered Entity and the Business Associate to ensure the privacy and confidentiality of any PHI provided to them by the Covered Entities and otherwise complies with the requirements of HIPAA applicable to Business Associates.

Upon execution of a Performing Provider Contract, the Performing Provider will receive a Data Use Agreement that must be completed, signed and approved by LeFleur prior to receiving or transmitting any form of PHI.

8.3 Parental Accompaniment Requirements for Minors

A Client younger than 15 years of age must be accompanied by a parent, guardian, or other adult authorized by the parent or guardian. Parents or guardians may authorize another adult to accompany their child by filling out and signing a Parent Authorization Form. The manifest will indicate whether or not a Parent Authorization Form is required at the time of pickup, as well as the name of the authorized adult. Performing Providers will be required to obtain photo identification. At no time is any attendant not previously authorized by LeFleur or not in possession of a Parent Authorization Form allowed to accompany a child younger than 15 years of age. Further, Performing Providers or service providers cannot act as the required authorized attendant. Performing Provider drivers should carry Parent Authorization Forms in the event a parent guardian needs to fill one out at the pickup location.

Clients fifteen (15) to seventeen (17) years of age must be accompanied by a parent, guardian, or other adult authorized by the parent or guardian unless (i) a parent or legal guardian has provided a signed written consent for the Client to travel alone or (ii) the treatment to which the minor is being transported is such that the law extends confidentiality to the minor for the treatment.
The parent or guardian must have the Parental Consent Form or signed, permission letter, at the time of the trip if it has not been previously submitted to LeFleur. The manifest provided to the Performing Provider will indicate whether or not signed consent is required at pickup. Performing Provider drivers should carry Parental Consent Forms in the event a parent guardian needs to fill one out at the pickup location.

At no time is the Performing Provider allowed to make a determination about whether parental accompaniment is required without prior approval from LeFleur.

8.4 Reporting Abuse, Neglect or Exploitation

Texas Law requires any person who believes that a child, person 65 years or older, or an adult with disabilities is being abused, neglected, or exploited to report the circumstances. A person making a report is immune from civil or criminal liability, and the name of the person making the report is kept confidential. Any person who suspects abuse (and does not report it) can be held liable. Reporting suspected child abuse makes it possible to protect the child and for the family to receive help. All employees under the Performing Provider Contract must be trained in identifying and reporting Abuse, Neglect or Exploitation. Employees shall be trained as part of their new hire orientation and, at least, annually thereafter. The training program must be available to LeFleur and HHSC upon request.

9.0 Performance Compliance

9.1 On-time Performance

LeFleur requires Performing Providers to meet strict on-time compliance standards as described below. Performing Providers must notify LeFleur immediately of any inability to perform an assigned trip.

- Client arrives at the health care facility at least fifteen (15) minutes but no more than one (1) hour prior to the Client’s scheduled appointment.
- Client may not be dropped off at the health care facility outside of operating hours.
- Client must not remain on the vehicle more than one (1) hour more than the average travel time for direct transportation between pick-up and drop-off locations.
- Clients approved for Urgent Transportation, including hospital discharges, must be picked up within three (3) hours of request.
- Drivers must follow the No-Show Procedure by waiting at least ten minutes after the scheduled pick-up time before deeming the trip a “Client no show”. Drivers are required to make reasonable efforts to contact a Client to inform the Client their ride has arrived before leaving the pick-up location.
- Drivers must document and Client no-shows or cancellations at the time of pickup, and Performing Provider must notify LeFleur immediately or as soon as possible.
- Performing Providers must ensure that Clients are picked up within (1) hour of a call for a return trip from the Client’s appointment.

9.2 Performance Monitoring

LeFleur incorporates a number of approaches to monitor and review the performance of our Performing Providers. As part of our ongoing oversight, we review and discuss any performance issues such as:
• Unusual number of trip rejections
• Poor on-time performance
• Delinquent un-cleared or non-verified trips
• Accidents/incident reports
• Complaints
• Results of driver and vehicle audits
• All vehicle and driver requirements
• Compliance with audit requests

If services are found to be out of compliance with federal and state laws or regulations, or any standards as prescribed within the Performing Provider Contract, Exhibit B, Key Performance Requirements Liquidated Damages, LeFleur will prescribe a corrective action plan to which the Performing Provider must respond, providing evidence that the deficiency has been cured by the date set forth in the plan. LeFleur also reserves the right to assess Liquidated Damages and take further action such as reducing or suspending trips to the Performing Provider or terminating the service agreement depending on the severity of deficiency.

During any period of deficiency related to non-compliant drivers and/or vehicles, those drivers and/or vehicles must be removed from service until proof of compliance is provided to LeFleur and the Performing Provider receives written approval from LeFleur to reinstate the drivers or vehicles.

10.0 Fraud, Waste, and Abuse

Because the transport you provide may be reimbursed by Federal or state programs, it is important for LeFleur to inform its employees and subcontractors about Federal and state False Claims Acts and LeFleur’s procedures for reporting fraud, waste, and abuse.

The False Claims Act (FCA) prohibits anyone from submitting a false or fraudulent claim in order to secure payment from the Federal government. The FCA helps the Federal government combat fraud and recover losses resulting from fraud in Federal programs, purchases, or contracts. A person or entity may violate the FCA by knowingly submitting a false claim for payment; making or using a false record or statement to obtain payment for a false claim; conspiring to make a false claim or get one paid, or making or using a false record to avoid payments owed to the U. S. Government.

LeFleur has numerous policies and procedures in place to monitor and detect fraud, waste, and abuse. These include, but are not limited to:

• Code of Conduct and Ethics
• Gate Keeping
• Trip Verification
• Random Audits
• Credentialing and re-credentialing of Network Providers
• Random Field Observations
Performing Providers are required to report any case of suspected fraud, waste or abuse promptly to LeFleur. Performing Providers may also contact the Office of Inspector General (OIG) to report suspected practices. Cooperation is expected when investigating fraud, waste, and abuse whether it is initiated by the OIG, HHSC or LeFleur.

11.0 Claims Processing

11.1 Invoicing

The Performing Provider will be responsible for reviewing advanced cancellations in LeFleur’s Provider Web Portal on a daily basis. LeFleur should be notified no later than the following business morning for trips when same-day cancellations occur. Advanced cancellations should not be reported on Driver Logs, but same-day cancellations and no shows should be included on the Driver Logs.

Performing Provider shall submit to LeFleur all completed Driver Logs, Parent Authorization Forms and Parental Consent Forms or Permission Letters for the previous week, signed by the appropriate Client (or their attendant), sorted by date of service. These should be received no later than Friday for the previous week’s service. With each batch of Driver Logs, Performing Providers shall submit an Invoice Sheet showing a summary of charges for Driver Logs submitted. The original Driver Logs and Invoice Sheet should be sent via traceable method (Fed-Ex, UPS, USPS Certified Mail) or hand-delivered to:

LeFleur Transportation
1920 S.E. Industrial Drive, Bldg. A
Edinburg, TX 78542
ATTN: Claims Department

LeFleur will verify all trips submitted for payment against computer records of trips assigned and performed. LeFleur will provide instructions and training to the Performing Provider on how to process the required encounter data within the Provider Web Portal. Trips for which all information is not supplied on the Driver Log will be denied payment, as will trips performed by an unauthorized vehicle or driver. No payments will be made for the transportation of attendants.

11.2 Payment Terms

As a condition of payment, Performing Providers must submit an Invoice Sheet and properly-completed Driver Logs. LeFleur will pay invoices by check or electronic transfer twice each month.

In the event of a dispute with respect to the amounts owed to the Performing Provider, LeFleur will pay the uncontested portion and work with Performing Provider to reconcile any differences. Any claims with missing or incorrect information may be denied at the discretion of LeFleur. Appeals to claims denied for missing or incorrect information will be evaluated on a case-by-case basis. The Performing Provider shall continue to perform its obligations under the Performing Provider Contract while working with LeFleur to reconcile any outstanding contested amounts.

11.3 Driver Log

LeFleur will provide Performing Providers with ready-to-complete Driver Logs. Every Client transported by the Performing Provider shall sign the Driver Log. Under no circumstances should anyone other than the
Client sign the Client’s name. Authorized attendants for minors must sign instead of the minor. Trips without signatures or proper documentation will not be reimbursed.

Each Client transported by the Performing Provider shall sign the Driver Log. If the Client is not physically or mentally capable of signing the Driver Log, the driver must place “PUTS” and his initials in the Client signature line and give specify information supporting why Client signature is unavailable in the driver’s comments line. Under no circumstances should anyone other than the Client sign the Client’s name.

RFP 529-15-002 requires the following data elements:

- Performing Provider
- Date of service
- Driver’s first name
- Driver’s last name
- Driver’s License Number
- Driver’s signature
- Vehicle identification number and vehicle number, if any
- Unique trip authorization number for each segment
- Type of vehicle authorized, if specialty vehicle
- Pick up time
- Pick up address
- Drop off time
- Drop off address
- Miles driven per trip odometer
- Status of trips (e.g., cancellation, no show, accident or incident)
- Client’s first and last name
- Attendant’s first and last name
- Client’s signature and attendant’s signature

The following page contains a sample of the approved Driver Log. This is included only for illustrative purposes.
12.0 Reporting

12.1 Accident/Incident/Moving Violations Procedures

The Performing Provider is required to report to LeFleur (within the prescribed time frames noted below) if a vehicle or Performing Provider personnel providing services for LeFleur is involved in an accident or incident that involves injury to a person or animal, or damage to the vehicle or property. In the event medical assistance is required for a passenger, the Performing Provider is responsible for ensuring that emergency assistance is summoned immediately. Verbal notification should be telephoned to LeFleur’s Quality Assurance Department via LeFleur’s Performing Provider Line. The Quality Assurance Department will communicate the method of delivery for follow-up written reports and ensure those are also reported to HHSC and LeFleur employees with a “need to know.”

Notification of accidents shall also be reported to LeFleur within the prescribed time frames noted below:

- Accident/incident with injury – within thirty (30) minutes
- Accident/incident without injury – within eight (8) hours

The initial oral notification must include the time and date, vehicle, driver, names of all parties involved, and a description of the event. A completed report must be submitted to LeFleur’s Risk Coordinator within 4 hours of an incident/accident with or without injury. Any supporting documents, such as employee
disciplinary action and/or a copy of the police report must be submitted to LeFleur’s Risk Coordinator within three (3) days. LeFleur, at its discretion, may send a representative to the site of the accident or incident.

Any accident or incident that will delay the Client will require notification to the Client’s destination and LeFleur as soon as possible. The Performing Provider’s insurance company may be the reporting agent to LeFleur; however, the Performing Provider’s dispatchers and/or management staff are held responsible for notifying LeFleur within the timelines above.

When appropriate, the Performing Provider will dispatch a backup vehicle immediately to avoid delay to the passenger, as further described in Section 5.15(e) of the Performing Provider Contract.

Reports can be emailed to LeFleur at mtoreporting@lefleur.net

**13.0 Contract Termination Policies Based on Medicaid Fraud or Complaints**

LeFleur will not establish or maintain service agreements with Performing Providers who have been determined to have committed Medicaid fraud.

LeFleur will terminate a service agreement with a Performing Provider if a pattern of substandard performance is identified and the Performing Provider fails to take satisfactory corrective action within a reasonable amount of time. Performing Providers may receive a request for a Plan of Action to improve either Non-Safety or Safety Issues. If such a request is received, the Performing Provider must develop a Plan of Action to correct identified deficiencies. In some cases, LeFleur will develop and communicate a mandatory Plan of Action that the Performing Provider shall implement.
I, ____________________________ (Name) hereby (Title) acknowledge that I have received a complete copy of LeFleur Transportation’s NEMT Performing Provider Manual (or manual updates dated _____/_____/) on behalf of and for, ____________________________

Legal Name of Performing Provider

PROVIDER:

______________________________
Printed Name: ____________________

Title: ______________________________

Signature: __________________________

Date Received: ________________________

NEMT Performing Provider Transportation Acknowledgement