

APPENDIX F
CONDITIONS OF PARTICIPATION
FOR
MEDICAL TRANSPORTATION SERVICES

(These rules are subject to change to comply with federal, state, and local laws.)

There are eight (8) Conditions of Participation that all Contractors agree to comply with:

CONDITION 1: AGENCY STRUCTURE

The Provider is a formally organized business or service agency registered and in good standing with the Ohio Secretary of State that is currently operating and providing paid transportation services to individuals in the community at the point of application.

Required Elements

- A. The Provider must demonstrate a five-year (5) business history supported by business records and professional references that will demonstrate the Provider's ability to perform the duties of the contract and provide high quality services.

The Provider agency must meet a minimum of the following criteria:

- 1) Provider agency must demonstrate a business history of providing paid transportation services to individuals in the community for **at least five (5) years prior to the point of application to FCOA** (point of application is five years prior to the date of the opening of this invitation to bid).

The Provider agency **must submit the following documentation at the point of application:**

- a) **Evidence of Five Year business history:** Applicant must submit evidence/proof/supporting documentation to demonstrate Provider's five-year transportation service provision. Examples of documentation include the following: Articles of Incorporation or Organization as filed with Ohio Secretary of State, Federal Tax ID form, evidence of paid service provision for consumers such as independent audits, or financial statements.
- b) **Five Years of Business Insurance:** Applicant must also submit evidence/proof/supporting documentation of business insurance coverage for a minimum of five years without a lapse in coverage (see COP 3, Section B & C below).
- c) **Certificate of Good Standing** (if agency is incorporated or registered with the Ohio Secretary of State).

- B. The Provider shall disclose all parties having ownership/interest in or control of the agency.
- C. The Provider shall have a written statement defining the purpose of their business or service agency.
- D. The Provider shall have a written statement of policies and directives for bylaws or articles of incorporation.
- E. The Provider shall disclose the identity and offense of any person who is an owner or has control of the business or service agency who has been convicted of a felony under state or federal law.
- F. The Provider shall have a written table of organization that clearly identifies lines of administrative, advisory, contractual and supervisory authority and responsibility to the direct care level.

- 1) The Provider shall have a written business continuity plan, which clearly identifies responsible parties for the operations of the business in the event of an extended absence of the agency administrator.

- G. The Provider shall operate the business in compliance with applicable federal, state and local laws.
- H. The Provider shall comply with all privacy laws, including the Health Insurance Portability and Accountability Act regulations (HIPAA).
- I. The Provider shall have a written statement supporting compliance with anti-discrimination laws, federal wage and hour laws, Worker's Compensation laws, and the Americans with Disabilities Act in the recruitment and employment of individuals and in service delivery to consumers.

1.) **Franklin County Non-Discrimination Policy**

Equal Employment Opportunity: The parties hereto agree that as a condition of this contract, there shall be no discrimination against any employee or applicant for employment because of race, color, sex, religion, national origin, disability, age, ancestry, sexual orientation, gender identity, marital status, Vietnam-era veteran status or geographical location. The parties will ensure that applicants and employees are treated without regard to their race, color, sex, religion, national origin, disability, age, ancestry, sexual orientation, gender identity, marital status, or Vietnam-era veteran status. Such actions include, but are not limited to the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and places available to employees and applicants for employment, notices stating the party complies with all applicable federal and state non-discrimination laws.

Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding a drug-free workplace. The parties further agree that they will make a good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal drugs or alcohol or abuse prescription drugs in any way.

- J. The Provider shall have a written statement supporting compliance with current anti-discrimination laws in service delivery to consumers. The Provider shall not deny service to FCSO clients for any reason, nor subject clients to discriminative actions for reasons of race, color, sex, religion, national origin, disability, age, ancestry, sexual orientation, gender identity, marital status, or Vietnam-era veteran status, or nature of the client's condition.

CONDITION 2: PHYSICAL FACILITY

The Provider shall have a physical facility from which to conduct business.

Required Elements

- A. The Provider shall have a computer with appropriate software (refer to COP 8.0), a telephone, fax machine, and an employee available to respond to telephone calls during the provider's hours of operation. Provider shall supply the FCOA with an alternate telephone number to be used for administrative purposes only, in the event the provider cannot be reached at the primary telephone number.

- B. The Provider shall utilize a secure, locked storage space for all client records.

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CONDITION 3: ADMINISTRATIVE POLICIES

The Provider shall have written procedures supporting the operation of the business and its services.

Required Elements

- A. The Provider has a system to document services delivered and billed that complies with the FCSO program requirements.
- B. If the Provider's vehicles are licensed as taxi cabs by the City of Columbus, the Provider shall obtain and maintain for the life of the contract liability insurance at the levels required by the city which is currently three hundred thousand (\$300,000.00) under City of Columbus Code sections 587.15 through 587.18.
- C. If the Provider has vehicles that are not licensed by the city, the Provider shall obtain and maintain for the life of the contract the following insurance coverage:
 - 1) Combined single limit liability insurance policy covering bodily injury, death and property damage in an amount not less than three hundred thousand (\$300,000.00).
 - 2) The following shall be named as an additional insured: The Franklin County Board of Commissioners and the Franklin County Office on Aging and its staff, 280 E. Broad Street, Columbus 43215.
 - 3) Proof of insurance shall be submitted for all vehicles that will be used to transport clients.
 - 4) Failure to maintain required insurance coverage at any time during the life of the contract may result in the termination of the contract.
- D. The Provider shall submit a listing of all vehicles make/model information and the corresponding vehicle identification numbers (VIN) for all vehicles that will be utilized to transport FCSO clients.
- E. The Provider shall have Certificates of Insurance providing that during the term of the contract the Provider shall be insured at all locations where it undertakes business operations for the types of insurance and limits of liability as indicated above. Upon request, copies of these Certificates shall be made available to Franklin County Office on Aging Staff.
 - 1) These policies shall contain the following special provisions: The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be delivered to the Franklin County Office on Aging Quality Improvement Manager, 280 E. Broad Street, Columbus, OH 43215.
- F. The Provider shall have a written procedure which identifies the steps a client shall take to file a liability claim.
- G. The Provider shall have a written procedure for reporting and documenting all client incidents.
- H. The Provider shall notify FCOA within 24 hours of any adverse incidents or traffic accidents involving a FCSO client and document the notification on an adverse incident report. This adverse incident report shall be forwarded to the FCOA.
- I. The Provider shall maintain a hard copy or electronic file for each FCSO client. If an electronic file is kept, Provider shall maintain a minimal hard copy of identifying and contact information for each client to use during power outages or computer failure. Each file shall include the following information:

- 1) Client name, address, and telephone number.
 - 2) Client date of birth and gender.
 - 3) Contact person's name and telephone number.
 - 4) FCSO case manager name and telephone number.
 - 5) Functional limitations of client relevant to service(s) authorized.
 - 6) Signed and dated documentation of each contact with the client, FCSO staff, or other authorized persons.
- J. The Provider shall obtain written approval from the FCSO client to release client specific information to sources outside of FCSO and have a written policy regarding confidentiality. Client information received or submitted via computer or paper shall be considered confidential.
- K. The Provider shall retain all records supporting service delivery to FCSO clients for a period of 6 years or until an initiated fiscal audit is completed, whichever is later. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.
- L. The Provider shall have a written grievance procedure for the purpose of resolving client complaints. The Provider shall inform all clients of their right to file a grievance, and shall give the client the name and telephone number of the Provider's contact person responsible for addressing grievances. The Provider shall notify FCSO of any and all client complaints.
- M. The Provider shall use the Franklin County Senior Options logo on all client correspondence and publications related to the FCSO program, indicating the Senior Services levy funding. Electronic logos are available by contacting the FCSO Communications Department at (614) 525-5230.
- N. The Provider shall notify the FCSO Quality Improvement Manager in writing a minimum of sixty (60) days in advance of any intent to change the business name, structure, ownership, or the Federal Tax ID number. Failure to provide advance notice of these changes may result in the termination of this contract.
- O. The Provider shall notify the FCSO Quality Improvement Manager in writing a minimum of sixty (60) days in advance of any merger or sale of the business. In the event a Provider merges with or is purchased by another FCSO Provider, all rates will remain in effect for the life of this contract. In the event a Provider merges with or is purchased by a corporate entity not affiliated with FCSO, regulations governing Franklin County's competitive bidding process will determine whether or not clients shall be transferred. Failure to provide advance notice of these changes may result in the termination of this contract.
- P. In the event a FCSO Provider desires to be released from the terms and conditions of the FCSO contract, the provider must submit this request in writing to the FCSO Quality Improvement Manager. The FCSO requires a minimum of thirty (30) days notice of intent to terminate the contract.
- Q. The Provider shall not engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates clients' services resulting in an unintended advantage for personal gain or has detrimental results for the consumer, the consumer's family or caregivers or another provider.

CONDITION 4: PERSONNEL POLICIES

The Provider shall describe in writing, the standards, rules and regulations which govern the conduct and performance of its employees, and shall be responsible for maintaining and enforcing them.

Driver Requirements

A. **Non-lift transportation driver requirements:**

All non-lift transportation drivers (including volunteers or contract workers) for this contract shall be licensed as a taxi cab driver or a livery chauffeur driver by the City of Columbus License Section and meet all applicable standards outlined in the Columbus, OH Code of Ordinances, Chapter 587, and administered by the City of Columbus, Licensing Section, 750 Piedmont Road, South Entrance, Columbus, OH 43224. Phone: (614) 645-8366; Fax: 614-645-8912. **All non-lift drivers shall be licensed prior to transporting FCSO clients and shall renew their license annually.**

B. **Lift or ambulette transportation driver requirements:**

All lift or ambulette drivers (including volunteers or contract workers) for this contract shall be certified and meet all applicable standards as outlined in the Ohio Revised Code Chapter 4766-15 "Requirements for Ambulette drivers" and administered by the Ohio State Board of Emergency Medical, Fire and Transportation Services, 1970 West Broad Street, Columbus, OH 43223. Phone: (614) 466-9451; Toll Free: (800) 233-0785; Fax: (614) 466-946; MedicalTransportation@dps.state.oh.us

Provider Agency Requirements:

- C. The Provider shall have written job descriptions or statements of job responsibilities for each position involved in the direct delivery of FCSO services.
- D. The Provider shall conduct an annual criminal background check through the Bureau of Criminal Investigation and Identification (BCII) for all lift (ambulette) transportation drivers certified by the Ohio State Board of Emergency Medical, Fire and Transportation Services if the driver is not licensed as a taxi cab driver or livery chauffeur driver by the City of Columbus.
- E. The Provider shall maintain a personnel file on every member (including volunteers and contract workers), who provides transportation services for FCSO clients. This file shall include the following:
- 1) A resume or application for employment that includes a description of work history.
 - 2) Written documentation of employee applicant's signed consent for verification of previous employment, experience, and training.
 - 3) Written documentation of Provider confirmation/verification of employee's previous employment, experience and training.
 - 4) A copy of the employee's valid driver's license.
 - 5) A current copy of the employee's City of Columbus taxi driver license or livery chauffeur license.
 - 6) Lift (ambulette) drivers only: A copy of a licensed physician's statement certifying the driver's fitness for duty upon hire if the driver is not licensed as a taxi cab driver or livery chauffeur driver by the City of Columbus.
 - 7) A copy of the FCSO Provider Staff Code of Ethics signed and dated by the employee.

- F. The Provider shall have documentation signed and dated by the staff member which documents completion of an orientation prior to servicing a FCSO client which includes the following:
- 1) The Provider's purpose, policies and procedures; including but not limited to:
 - Employee position description, duties, expectations.
 - Agency personnel policies,
 - Incident reporting procedures and policies.
 - Agency table of organization, lines of communication.
 - Emergency procedures.
 - 2) FCSO Program's purpose, philosophy, FCSO transportation Provider Code of Ethics, and client confidentiality using orientation materials provided by the Franklin County Office on Aging.
- G. The Provider shall assure that the driver is not related to the client for whom they are assigned to provide transportation. The FCSO program does not permit the driver to be a family member of the client.
- H. The Provider shall have a written procedure defining the process by which a staff member can register a complaint or grievance.
- I. The Provider shall have a written policy to assure that Drivers have been informed that they may not ask for or accept fares, tips, or any other compensation from FCSO clients.

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CONDITION 5: SERVICE DELIVERY

The Provider delivers services in compliance with FCSO service specification(s) and in accordance with the plan designed and authorized by the Franklin County Board of Commissioners.

Required Elements:

- A. The Provider shall check FCSO Requests for Service (RFS) and e-mail each working day, and shall acknowledge, accept, or decline RFS's within three (3) working days.
- B. The Provider shall only initiate services authorized by FCSO.
- C. The Provider shall check authorized service units bi-monthly. If the client is over the authorized units, the Provider shall phone or e-mail the FCSO case manager immediately. The Provider may transport **Medical Transportation** clients prior to authorization of additional service units **if** the FCSO case manager has been notified that the client is over the authorized units, and the FCSO case manager has not explicitly stated to the Provider to not transport the client.
- D. Clients authorized to receive **Expanded Transportation** are limited to a maximum of 150 miles (units) per month. The Provider shall check authorized service units bi-monthly. If the client exceeded the authorized units, the Provider shall phone or e-mail the FCSO case manager immediately. In the event an FCSO client requests a trip and has used their allotted mileage for that month, the Provider shall direct the client to phone their FCSO case manager for authorization of additional mileage.
- E. The Provider shall immediately (within 1 working day) notify the FCSO case manager by phone, e-mail or fax of the following:
 - 1) Changes in client status (health, mental health, or death).
 - 2) Changes in client address or living arrangement.
 - 3) Client admission to an institution (nursing home, hospital, rehab facility).
- F. The Provider shall obtain documentation (service ticket) signed and dated by the client for each instance of service delivery. The Provider shall make this documentation available upon request from the client or FCSO personnel.
 - 1) A copy of this documentation (service ticket) shall be provided to the client at the time of service delivery. The documentation signed by the client shall include the following:
 - a. Client's name
 - b. The date of service delivery
 - c. Pick up address
 - d. Drop off address
 - e. Driver's name
 - 2) The Provider shall have a written procedure for verifying service delivery when a client signature cannot be obtained.
 - 3) The Provider shall create and implement a policy to ensure clients receive a report of services delivered if the Provider elects to use an electronic verification system.
- G. The Provider is responsible for furnishing a substitute to deliver services in the event of a staff member absence
- H. Customer complaints, including failure to meet timeliness standards, which are substantiated by the

FCOA through the problem resolution process, will result in non-payment for that trip. Timeliness standards can be described by the following:

Acceptable:

Dropping off the client 10 minutes or more prior to the client's appointment time

Poor:

Dropping off the client less than 5 minutes prior to the client's appointment time

Unacceptable:

- 1) Failure to pick-up a client on-time for a scheduled appointment.
- 2) Dropping off the client at the destination past the scheduled appointment time.
- 3) Keeping client in the vehicle more than one hour while traveling to/from their destination site.
- 4) Failure to pick up the client for a return trip home within one hour from the time of the initial call for return trip.

- I. An unjustified and substantiated failure to pick-up a client on-time for a scheduled appointment will result in a penalty of \$50.00. **Many of our clients use transportation for medical procedures, therapies, dialysis, and surgeries that are medical necessities and/or life threatening.** Exceptions will be made for inclement weather or circumstances beyond the Provider's control.
- J. An unjustified and substantiated failure to complete a return trip to transport a client back to their home after you have taken them somewhere in the community will result in a penalty of \$250.00, and may result in termination of the provider's contract due to client abandonment. If a client is transported to a destination in the community and client calls for a return trip home, provider is responsible for making as many attempts as necessary to return client to their home. **Leaving a client out in the community with no way home is unacceptable and is considered client abandonment.**
- K. FCSO will recognize exceptions for inclement weather or circumstances beyond the Provider's control.
- L. The Provider shall notify the FCSO case manager within one working day via phone, fax, or email of the following information in the event services cannot be delivered as authorized :
 - 1) Client name
 - 2) Reason service cannot be delivered
 - 3) If subsequent service orders will be affected
- M. The Provider shall cooperate with the FCSO staff in the prompt resolution of client or Provider staff incidents, grievances or complaints to promote high quality service delivery.
- N. The Provider shall not transport FCSO clients who have been admitted to institutional settings (i.e., nursing homes, long-term care, etc).
- O. Generally, transportation to destinations located outside of Franklin County is prohibited. However, in recent years many medical facilities have been built or relocated to the far corners of Franklin County and in some cases, just over the county line into Delaware County, Fairfield County, etc. In order to accommodate the medical needs of FCSO clients, exceptions to this policy can be made to allow for medical transportation only to medical facilities located within a close proximity to the Franklin County line for medical purposes only and with prior authorization from the FCSO case manager. Case managers will contact the provider to give prior authorization for locations over the county line. In addition, case managers will send a Q System email to the provider, to serve as documentation of the authorization for out of county travel. Only one authorization is needed per destination; subsequent appointments to the same address will not need an additional authorization. Mileage for out of county destinations will be based on actual miles traveled.

CONDITION 6: COMPLIANCE

The Provider shall comply with all contract requirements, Conditions of Participation, relevant Service Specification(s) and reporting requirements of the Franklin County Office on Aging.

Required Elements

- A. The Provider shall allow representatives of FCSO access to the Provider facility and full access to policies, procedures, records and other documents related to provision of service to FCSO clients, and shall cooperate with FCOA representatives in periodic reviews and service unit audits.
- B. The Provider will be subject to a minimum of one annual service unit audit conducted by FCOA representatives. A provider who fails to provide proper written documentation to support each service unit will be subject to removal of those service units.
- C. The Provider and its representatives shall not charge any FCSO client for service(s) delivered OR solicit clients for donations.
- D. The Provider and its staff shall not solicit donations from clients whose services are provided under Senior Options. This includes prohibition against adding FCSO clients to general solicitation mailing lists. **FCSO clients who would like to make a donation should be directed to the Franklin County Office on Aging Manager of Finance and Operations.**
- E. The Provider shall maintain compliance with all contract requirements, Conditions of Participation (COP), and relevant Service specifications (SS) during the term of this contract. Failure to maintain compliance may result in the following actions:
 - 1) A Provider who is found to be noncompliant with a COP OR SS may be required to submit a Plan of Correction or be placed on hold for new requests for service/referrals (RFS) from FCSO.
 - **The Provider agency must demonstrate compliance with the specified terms of the contract prior to being released from RFS hold status.**
 - 2) A Provider who is found to have repeated noncompliance issues with the COP's and SS's, or when noncompliance poses a health and/or safety risk to the FCSO client, may:
 - a) Be required to submit a Plan of Correction.
 - b) Be placed on an extended hold for RFS.
 - c) Have their FCSO client's removed from the Provider's care.
 - **The Provider must demonstrate compliance with the specified terms of the contract prior to being released from RFS hold status and resuming service provision to FCSO clients.**
 - 3) A Provider who is found to have repeated noncompliance issues with the COP's and SS's, has repeatedly failed to show their ability to meet the terms and conditions of the contract, or is found to have serious noncompliance issues which pose a health and/or safety risk to the FCSO client may jeopardize their participation as an FCSO provider.

CONDITION 7: BILLING

The Provider shall submit billings to the Franklin County Office on Aging Senior Options Program on a monthly basis. The Provider's request for payment is due no later than the 15th of the subsequent month following the date of service.

Required Elements

The Provider will input service units into the billing system via computer. The FCOA will only remit payments to the contracted provider agency. The Provider's request for payment is due no later than the 15th of the subsequent month following the date of service.

- A. The Provider shall bill on a monthly basis for only those units authorized by FCSO and delivered by the Provider. If the number of units billed is less than the monthly authorized units, the unbilled units can not be added to the next month's billing. The FCOA is not liable to pay costs arising from changes, modifications or extra work orders not authorized in advance by FCSO, except during emergency situations.
- B. The Provider shall bill for units of service delivered rounded off to the nearest tenth of a mile. Workers time spent for travel, breaks, meal breaks or administrative activities shall not be billed to FCSO.
- C. The Provider shall not bill extra for services provided on holidays or weekends; this cost should be calculated into the unit cost.
- D. The FCOA has the right to refuse payment to the Provider when requests for payment are not received within sixty days of the date of service delivery.
- E. Franklin County normally makes payments within 45 days from the day the invoice is received and/or acceptance of supplies or services.
- F. The FCOA will research unpaid units previously billed, if the requests are received within sixty days from which services were delivered.
- G. The Provider shall identify and bill all other sources of payment including third party payers such as Medicare and private insurance, billing FCSO as the last resort.
- H. The Provider shall only bill one payment source for a provided unit of service.
- I. An FCSO client or case manager may cancel a service unit without incurring a charge by contacting the Provider one hour before the scheduled service. All Providers must document in the client record the name of the person who notified the Provider of the cancellation, the time of the notification, and the reason given for the cancellation.
- J. The Provider shall furnish copies of service tickets to an FCSO case manager or client when requested to do so in order to verify units of service billed.
- K. If the Provider does not receive a notice of cancellation, the Provider may bill the FCOA as follows:
 - 1) A maximum of one-way trip, or 5 miles, whichever is less.

CONDITION 8: COMPUTER REQUIREMENTS

Required Elements:

- A. To access the “Q System” and receive technical support from FCOA, the provider agency must have computer equipment that **meets or exceeds** the following requirements:
- IBM compatible PC with PC mouse
 - Windows desktop operating system that is supported by Microsoft
 - Modern web browser with support for 128-bit encryption
 - Antivirus software with up-to-date signatures
 - Internet access (Broadband is recommended)
- B. Every user of the Q System is required to have a personal account and password. **The sharing of user accounts and passwords is prohibited.** All users will be required to sign a network security agreement to indicate understanding and acceptance of the security policy. **“Violations of this agreement may result in penalties, including but not limited to, the suspension of your agency’s participation in the Franklin County Senior Options program, a \$250 fine and prosecution.”**
- C. To protect your account credentials, and by extension, FCOA client data, an active antivirus system with up-to-date signatures is required. Furthermore, all Windows security patches must be kept current via Microsoft Windows Update (<http://windowsupdate.microsoft.com>).
- D. FCOA will provide phone support to assist the provider agency with any technical issues **related to the Q System** at no charge to the provider agency.
- E. To ensure proper utilization of the Q System, the provider agency must have at least one staff member who has attended Q System training at the FCOA. Q System users who do not attend training at FCOA should be trained by a provider staff member who has been trained at FCOA.
- F. The Q System is used to respond to request for services (RFS), notification of client services, billing for services, and communication via e-mail. **Therefore, it is vital that the Q System be checked for these items a minimum of two times a day (at least once in the AM and once in the PM).**
- G. The provider agency shall notify the FCOA if they are unable to access the Q System for any reason. By doing this, FCOA will be able to identify and respond to these problems in the most efficient and effective manner possible.
- H. The computer requirements may be updated if deemed necessary by FCOA. The provider is required to comply with computer-related policies and procedures as directed in other sections of the Conditions of Participation and Service Specifications or as defined by the FCOA.

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