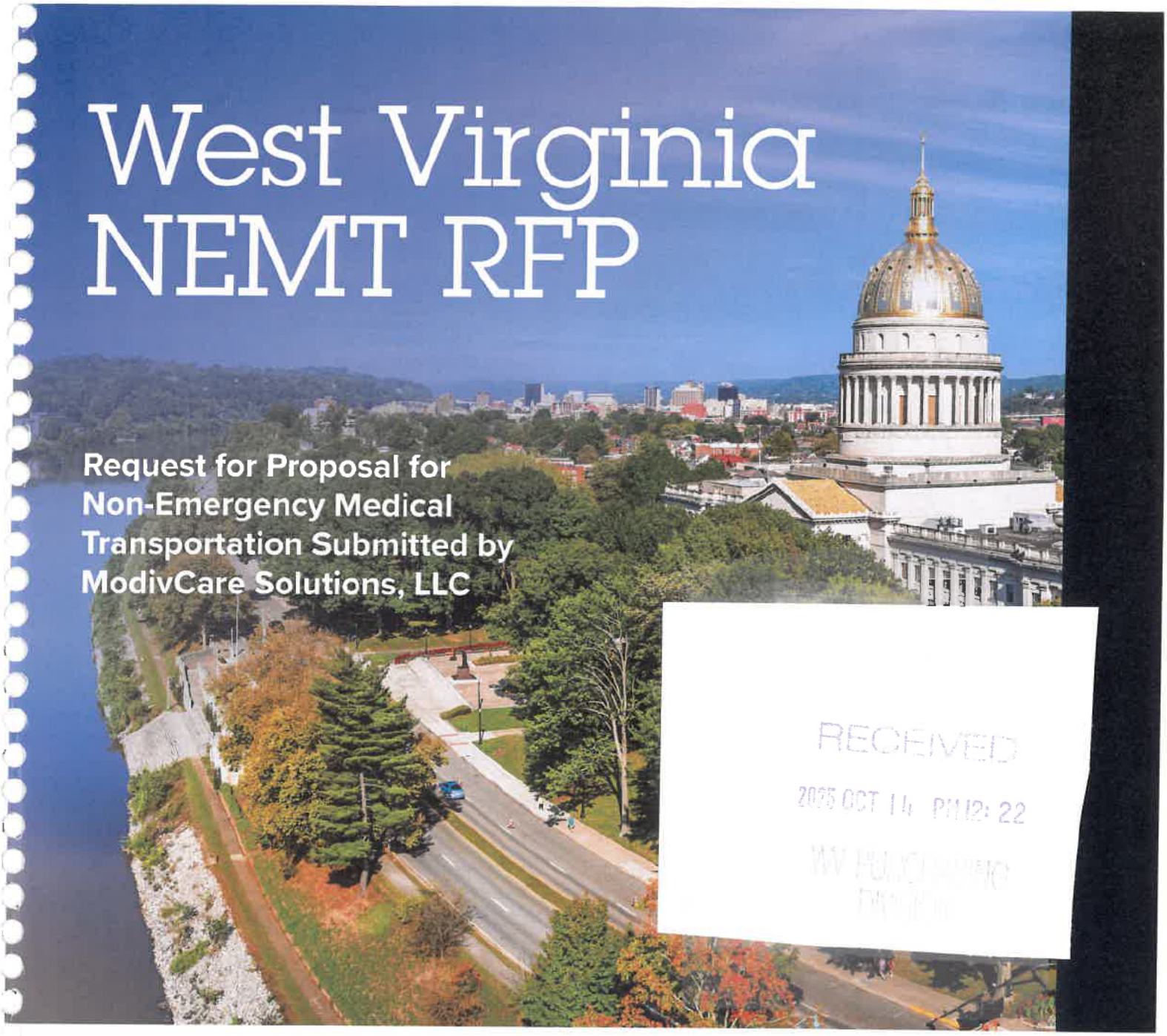
West Virginia NEMT RFP



Request for Proposal for Non-Emergency Medical Transportation Submitted by ModivCare Solutions, LLC

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Modivcare is pleased to respond to this opportunity and offer NEMT (Non-Emergency Medical Transportation) services for West Virginia. If you have any questions related to our response, please contact Adam Merrick, via phone at 678-632-7319, or via email at businessowner@modivcare.com.

Table of Contents

Executive Summary 3

4.1. Project Goals and Mandatory Requirements 5

Office of Drug Control Policy - Optional Service 44

4.1.2. Mandatory Project Requirements 69

4.2. Qualifications and Experience 83

Appendix 1: Operational Specifications 101

II. NEMT Providers 110

III. Modes of Transportation 116

IV. Miscellaneous Operation Rules 122

V. NEMT Service Denials 130

VI Timeliness 133

VII Validation Checks 135

Non-Routine NEMT Service 137

VIII. Suspected Fraud, Abuse, Waste, and Misuse 141

IX. Vehicle Requirements 142

X. NEMT Providers' Drivers Policies and Procedures 147

XI. Call Center 156

XII. Training and Education 168

XIII. Operations Procedures Manual 174

XIV. Complaint Policies and Procedures 175

XV. Contract Close-Out and Turnover Procedures 180

Appendix 2: Implementation Specifications 186

II. Quality Assurance Plan 195

III. Operational Readiness Review 196

IV. Data Systems Requirements 201

Letter of Commitment 207

Executive Summary

Executive Summary

Modivcare proudly serves as the State of West Virginia's incumbent Non-Emergency Medical Transportation (NEMT) broker. Since 2018, we have partnered with the Bureau for Medical Services (BMS) to provide safe, reliable, and accessible transportation for Medicaid, Bureau for Behavioral Health (BBH), and Jobs and Hope participants. Our mission is rooted in eliminating transportation barriers so that West Virginia's most vulnerable residents can access critical healthcare services and live healthier, more independent lives.

Program Highlights at a Glance

Seven years of successful NEMT operations in West Virginia, delivering safe and reliable transportation statewide.

Governor's "LogistiCare Day" proclamation, recognizing our strong partnership and service to West Virginians. This clearly illustrates that the State recognized our transition success in 2018, and we have built on that momentum ever since.

1+ million trips annually across all 55 counties.

98% on-time performance and 99.9% complaint-free trips.

22,000+ monthly calls handled at our Charleston call center, **with an average speed-to-answer under 60 seconds.**

Jobs and Hope growth – from **125 trips per month in its first year to more than 10,000 trips per month today,** connecting participants to treatment, training, and employment.

Bureau for Behavioral Health (BBH) – reliable transportation for members accessing behavioral health and substance use disorder services.

Advisory Committee achievements, bringing together providers, facilities, and members to strengthen program transparency, solve challenges, and identify opportunities for improvement.

Gas Mileage Reimbursement (GMR) expansion, saving the State millions while increasing member choice.

A Proven, Statewide Model

As the current broker, Modivcare has developed a deep understanding of the unique needs of West Virginia members. Each year, we coordinate more than one million trips through a network of 50+ credentialed providers, including ambulatory, wheelchair-accessible, stretcher, and volunteer drivers, along with integrated public transit solutions.

Our Charleston-based call center and management team anchor operations, supported by national expertise. We are proud that our success in West Virginia was recognized by the **Governor's official proclamation of "LogistiCare Day."**

Technology That Enhances Access

Our transportation management platform streamlines scheduling, trip monitoring, and provider communication. Members can request rides through our call center, mobile app, or secure web portal. GPS-enabled trip validation and automated notifications improve transparency and timeliness. Accessibility features—including multi-language support, accommodations for vision and hearing impairments, and simplified navigation—make our tools usable by all populations served by BMS, BBH, and Jobs and Hope.

Innovation That Improves Outcomes

Modivcare continuously introduces solutions that enhance both member experience and operational efficiency. Examples include:

Champion Provider Program – Assigning top-performing providers to members with recurring transportation needs (e.g., dialysis, behavioral health), driving consistency and reducing missed trips.

Transportation Network Company Integration for Jobs and Hope – Expanding the use of TNCs to support on-demand, flexible rides.

Digital Equity Initiatives – Offering tools and member education to bridge gaps in digital literacy and expand mobile app and web portal usage.

Local Leadership and Oversight

Our Charleston-based Project Director, Joshua McGill, and leadership team collaborate directly with BMS, BBH, Jobs and Hope, providers, and community partners. Oversight activities include vehicle inspections, driver credentialing audits, satisfaction surveys, and scorecard reviews. Through our Advisory Committee, we actively engage providers, facilities, and members to strengthen relationships, enhance transparency, and drive continuous improvement.

Program Integrity and Member Protection

We apply a proactive approach to program integrity, combining pre-trip eligibility verification, GPS-based trip validation, and post-trip audits. Our Special Investigations Unit (SIU) monitors for patterns of potential fraud, waste, or abuse and partners with BMS and oversight agencies to safeguard program accountability.

Ready for the Future

Modivcare brings a proven, locally managed, and nationally supported solution that balances accountability, innovation, and member-centered care. As we look ahead, our focus remains on advancing access, promoting equity, and delivering measurable outcomes for BMS, BBH, Jobs and Hope, and the members we serve.

At Modivcare, we do more than schedule rides—we connect West Virginians to care, strengthen communities, and improve health outcomes. We are honored to continue our role as BMS's trusted NEMT partner.

4.1. Project Goals and Mandatory Requirements:

4.1.1. Goals and Objectives

4.1.1.1 The vendor should address Appendix 1, Operational Specifications, including all deliverables and proposal components described therein.

Appendix 1 – Operational Specifications

Modivcare meets all operational specifications outlined in Appendix 1 and delivers a high-performing, fully compliant statewide Non-Emergency Medical Transportation (NEMT) program for West Virginia. As the incumbent vendor, we operate an established, full-risk capitation brokerage model that fulfills all outlined requirements, supporting program consistency and scalability across the Bureau for Medical Services (BMS), the Office of Drug Control Policy (ODCP), and the Bureau for Behavioral Health (BBH).

I. NEMT Service Request Processing

Transportation requests are screened and processed in accordance with 42 CFR § 440.170, BMS Chapter 524, and the Bureau for Family Assistance (BFA) Income Maintenance Manual (IMM). Call center representatives use established protocols to:

- Confirm member eligibility and service coverage
- Determine medical necessity and provider enrollment
- Select the most appropriate mode of transport for the member's needs and circumstances
- Document provider proximity and request justification for any excessive distances
- Routine, urgent, and discharge trip requests are managed using standard scripting, dynamic call queues, and real-time dispatch coordination

II. Advance Reservations and Real-Time Coordination

Members are advised to request transportation five business days before their appointment. Urgent and after-hours needs are supported through a 24/7 Ride Assist line. Hospital discharge trips are prioritized for pickup within one hour. Standing orders are maintained for recurring care (e.g., dialysis or chemotherapy) and verified with the referring provider every 90 days.

III. Scheduling and Dispatching

Our scheduling platform coordinates all modes of transportation and assigns trips based on member requirements, provider availability, and geographic alignment. Return trips from medical appointments are confirmed with providers and scheduled for prompt response.

IV. Network Development and Provider Management

Modivcare operates a contracted network that covers all 55 counties. This network includes basic, wheelchair, and bariatric transport. We recruit in underserved areas proactively and add providers as needed to maintain adequate coverage. Contracts are extended to all qualified and willing transportation providers who meet state, federal, and ADA standards.

Each subcontractor agreement includes:

- Detailed scope of services
- Performance expectations and data sharing
- Reporting, audit access, and compliance terms
- Policies for addressing non-performance or regulatory issues

V. Reimbursement, Reporting, and Fraud Prevention

We pay transportation providers within 30 days of receipt of clean claims and collect detailed data on each trip to support encounter reporting, service audits, and SLA monitoring. We validate provider documentation, verify medical appointments, and audit all gas mileage reimbursement (GMR) claims. A dedicated Program Integrity Unit monitors for potential fraud, waste, or abuse (FWA) and coordinates investigations in collaboration with the Agency.

VI. Member and Provider Communication

All materials are written in plain language, translated as needed, and submitted to the Agency 30 days in advance for approval. Training materials, outreach campaigns, provider manuals, and correspondence are prepared and updated to reflect current policies and procedures.

VII. Subcontractor Oversight

All subcontractors handling administrative functions (e.g., credentialing, data management, billing support) operate under written agreements that define performance requirements and data use. Each subcontractor is subject to performance audits and service reviews and requires corrective action when applicable.

VIII. Call Center Operations

Modivcare operates a Charleston-based call center within 15 miles of BMS headquarters at 500 Lee St. E # 800, Charleston, WV 25301. All key personnel required by the RFP—including the Project Manager, Provider Relations Manager, Complaint Coordinators, Claims Processors, and others—are based at this location. All NEMT-related calls during regular hours are handled in-state. After-hours calls are routed to one of our 24/7 U.S.-based call centers, such as the one in Norton, Virginia, with prior Agency approval.

IX. Complaint and Grievance Management

Our complaint and grievance process aligns with BMS Chapter 800. Member concerns are logged, categorized, investigated, and resolved according to RFP-defined timeframes. Providers can access a separate grievance path with escalation protocols and documented outcomes.

X. Data Systems and Reporting

Our technology platform integrates with the Medicaid Management Information System (MMIS), captures detailed trip and member data, and supports full reporting in alignment with Appendix 3. All required reports, including call center performance, utilization, complaint logs, provider metrics, MAT trends, and GMR audits, are delivered as scheduled. All system data is retained for audit and compliance purposes.

XI. Training and Education

Modivcare provides annual and as-needed training for transportation providers in person and virtually. A five-region training plan is executed annually, with targeted refreshers delivered when performance or compliance gaps are identified. Member outreach campaigns, provider education, and training materials are reviewed and updated annually and submitted for Agency review.

XII. Implementation and Continuous Compliance

All operational infrastructure is already deployed and active across West Virginia. Every operational requirement in Appendix 1 has been addressed and incorporated into existing workflows, data systems, call handling procedures, and trip coordination. Our management team evaluates KPIs daily and collaborates with the Agency to adapt to new regulations, policies, or program modifications.

Conclusion

Modivcare delivers a fully compliant, high-performing NEMT solution aligned with every operational requirement outlined in Appendix 1. Our experience and infrastructure support continuity, member safety, and program effectiveness across the state.

4.1.1.2 The vendor should address Appendix 2, Implementation Specifications, including all deliverables and proposals components described. The vendor's approach should exhibit an up-to-date knowledge and understanding of the NEMT Brokerage Program and NEMT Services in general, including the requirements ofBMS Chapter 524, which can be found at: https://www.medicaid.gov/federal-po1icy-guidance/downloads/smd23006.pdf of the West Virginia State Medicaid Manual for Provider requirements, Chapter 27 of the West Virginia Bureau for Family Assistance (BFA) Income Maintenance Manual (IMM) for member eligibility, which can be found at: https://dhhr.wv.gov/bfa/policyplans/Documents/Binder4.pdf and 42 CFR § 440.170, which can be found at: https://www.gpo.gov/fdsys/pkg/CFR-20I 1-title42-vol4/pdf/CFR-2011- title42-vol4-sec440-170.pdf.

Appendix 2 – Implementation Specifications

Modivcare has successfully implemented and operated full-risk NEMT brokerage programs across the country and currently administers the West Virginia program in full compliance with all operational and implementation requirements. As the incumbent vendor, we bring to this contract a complete and fully functional infrastructure aligned with every deliverable and specification described in Appendix 2. Our readiness to execute all required services on Day One eliminates risk for the Agency and maintains uninterrupted member access.

I. Implementation Work Plan (IWP)

Our Implementation Work Plan includes all tasks required to launch a compliant, high-performing NEMT brokerage solution. While our infrastructure is already active in West Virginia, we maintain a formal IWP that is reviewed and updated annually, with key milestones covering:

- Call center readiness and staffing
- Recruitment and credentialing of providers
- System integrations and data exchange testing
- Quality assurance, risk management, and FWA protocols
- Education and outreach campaigns
- Report generation and validation
- Readiness review, coordination, and documentation

Each task is assigned to a named project lead with defined timelines and completion checkpoints. The IWP includes project dependencies, corrective paths, and continuous progress reporting to BMS.

II. Quality Assurance Plan (QAP)

Modivcare maintains a comprehensive QAP tailored to West Virginia's specific contract requirements. The QAP governs all core functions, including:

- Trip authorization, dispatching, and documentation
- Provider credentialing and compliance audits
- Complaint investigation and resolution
- Data accuracy and SLA performance
- Call center performance and customer service monitoring
- Encounter data validation and reconciliation

Our dedicated quality team uses real-time dashboards and regular audits to verify contract adherence, track service trends, and monitor provider and employee performance. Findings are logged and used to develop targeted training, service enhancements, and process refinements.

III. Operational Readiness Review

Modivcare's West Virginia operations have met every readiness milestone outlined in Appendix 2 and remain fully operational. All required deliverables for Agency review and approval are complete, including:

- Final IWP and all implementation deliverables
- Call center infrastructure with all required personnel onsite
- Fully credentialed and contracted statewide provider network
- System integrations for eligibility, authorization, and reporting
- Data exchange testing with MMIS and Agency stakeholders
- Reporting framework aligned with Appendix 3 requirements
- Sample denial notices, complaint workflows, and call center scripts
- Validation and fraud prevention procedures
- Training plans, materials, and schedules for members and providers

We are prepared to participate in a formal readiness review at the Agency's discretion and provide any required updated documentation.

IV. Data Systems Requirements

Our HIPAA-compliant data systems are fully integrated with MMIS and other state-authorized systems. We conduct weekly eligibility loads, batch file exchanges, and real-time trip tracking with end-to-end visibility into member eligibility, trip status, provider activity, and reimbursement timelines.

Key data functions include:

- Automated eligibility and provider file processing within 48 hours
- System flags for expired credentials, excessive trip distances, or high-utilization patterns
- Secure web portals for NEMT providers, MCOs, and Agency staff
- Encounter-level reporting, including full trip detail, mileage, and purpose
- Ad hoc report generation for Agency-requested investigations, audits, or trends

We retain all trip-level and provider data for a minimum of six years and grant the Agency and federal authorities full access for audits or performance reviews.

V. Business Continuity and Disaster Recovery Plan

Modivcare's business continuity plan for West Virginia is documented, tested, and reviewed annually. Key elements include:

- Co-located data centers with automatic failover
- Redundant telephony and dispatch infrastructure
- Emergency staffing protocols and pre-positioned remote capabilities
- Data backups every 24 hours with secure offsite storage
- Escalation paths and designated crisis response team
- On-call IT support 24/7/365

Our plan includes proactive communication protocols with the Agency, providers, and members and has been successfully activated without service disruption during national weather emergencies and public health events.

Understanding of the NEMT Brokerage Program

As the current vendor in West Virginia and the nation's largest NEMT broker, Modivcare brings a highly informed perspective

shaped by over 29 years of state Medicaid NEMT experience. Our familiarity with West Virginia's policies, provider landscape, member demographics, and performance expectations results in a solution that is precise, cost-effective, and scalable.

We are fully aligned with all applicable obligations including:

- CMS guidance and federal regulations at 42 CFR § 440.170
- West Virginia's BMS Chapter 524 and BFA IMM Chapter 27
- Requirements in SMD# 23-006: Assurance of Transportation Access
- Expectations for data transparency, trip validation, fraud mitigation, and fiscal accountability

Recognition of Successful Transition

When Modivcare transitioned West Virginia's statewide transportation program from the previous broker in 2018, the process required extensive coordination, detailed planning, and consistent execution. Our implementation team constructed and followed a comprehensive work plan prioritizing collaboration, accountability, and transparency. Joint implementation meetings with the Bureau and weekly internal readiness sessions created a disciplined environment where every task was tracked and completed on schedule.

The success of this effort was recognized at the highest levels of state leadership. Appreciating the seamless transition, the Governor's Office issued a proclamation declaring October 22nd as "LogistiCare Day" in West Virginia.

This recognition underscores that our transition planning and execution approach is proven, seamless, and effective. The success of the last statewide transition—so smooth that it prompted acknowledgment from the Governor's Office—demonstrates that our disciplined project management processes deliver measurable results for the State and its members.

Conclusion

Modivcare meets all implementation requirements listed in Appendix 2 and provides the Agency with a ready-to-perform, stable, and compliant NEMT brokerage solution. Our approach reflects deep experience, detailed planning, and a longstanding commitment to West Virginia Medicaid beneficiaries. Every deliverable is in place, every system is tested, and every process has been validated.

4.1.1.3 The vendor should list all subcontractors that the vendor intends to use for any administrative functions of the NEMT Brokerage Program, other than NEMT Providers, Additionally, for each subcontractor, the Vendor should:
4.1.1.3.1 List the subcontractor's name, address, contact person, and phone number.
4.1.1.3.2 Detail the exact nature of the subcontractor's responsibility for the NEMT Brokerage Program, and the projected dates the subcontractor will begin and endwork.
4.1.1.3.3 Detail the time period, scope of work and quality of performance for any past work performed by the subcontractor in conjunction with the vendor.
4.1.1.3.4 Identify the policies and procedures for handling subcontractors when they fail to meet company, State and/or Federal regulations.
4.1.1.3.5 Provide three (3) references for the subcontractor.
4.1.1.3.6 Provide a draft of the proposed subcontract.

West Virginia Subcontractor Information

Item	Propio LS, LLC	CyraCom International Inc.	VXI Global Solutions LLC
Address	10801 Mastin St. #580 Overland Park, KS 66210	2650 E Elvira Rd, Suite 132 Tucson, AZ 85756	SM City Clark Tech Hub Building 6, Ground Level MA Roxas Highway, Malabanias

Contact Person	Emily Shupe	Steven Cook	Lorenzo Lewis
Contact Email	eshupe@Propio-LS.com	scook@cyracom.com	Lorenzo.Lewis@vxi.com
Contact Phone Number	913-686-6584	520-573-2381	'+ 63 917-831-3441
Nature of Subcontractor's Responsibility for NEMT Brokerage Program	Provides translation services for members who contact Modivcare's call center and speak foreign languages	Provides translation services for members who contact Modivcare's call center and speak foreign languages	VXI Global Solutions provides training services in support of Modivcare's Customer Service Representative (CSR) operations. Their responsibilities include: • Delivering new hire and up-skill training for call center personnel supporting the NEMT program. • Providing five (5) dedicated Trainers and one (1) Training Manager, with the ability to scale staffing as needed. • Utilizing a proprietary Training Simulator platform for simulated call-handling practice. • Providing training governance through weekly dashboards, monthly KPI scorecards, and quarterly continuous improvement reports.
Engagement	Full contract term	Full contract term	Full contract term
Past Work Performance	I Propio LS, LLC has been a subcontractor for since 2023 providing 24/7/365 call center language translation services for over 300 Languages. Service Level Agreement (SLA) in a month of service, the Average Speed to Answer (ASA) for all languages is less than thirty (30) seconds. Propio provides a breakdown each month of calls taken per contract per language.	Cyracom has provided Modivcare over the phone 24/7 interpretation services since 2021 and answers 80% of calls within 25 seconds and provides monthly reporting on quantities of calls taken in each language.	VXI has been a Modivcare subcontractor since December 2020, supporting call center operations, training, and quality monitoring. Training performance is contractually tied to measurable service levels, including: • ≥ 80% new hire retention in the first 90 days. • ≥ 90% final assessment pass rate per class. • ≥ 94% quality score on monitored live calls. • ≥ 4.5/5.0 trainee satisfaction survey rating. Service-level credits apply for underperformance, making sure that accountability and continuous quality improvement.

Policies and Procedures for Handling Subcontractor Non-Compliance	Individuals who believe they have experienced discrimination in violation of this policy may file a complaint with Modivcare's Compliance Officer. Modivcare will investigate all complaints promptly and impartially, taking appropriate corrective action as necessary. Modivcare will maintain records of complaints, investigations, and resolutions related to discrimination complaints. These records will be retained in accordance with applicable laws and regulations. In addition anyone internal or external can email our Language Access Coordinator to report complaints or grievances at section1557coordinator@modivcare.com.	Individuals who believe they have experienced discrimination in violation of this policy may file a complaint with Modivcare's Compliance Officer. Modivcare will investigate all complaints promptly and impartially, taking appropriate corrective action as necessary. Modivcare will maintain records of complaints, investigations, and resolutions related to discrimination complaints. These records will be retained in accordance with applicable laws and regulations. In addition anyone internal or external can email our Language Access Coordinator to report complaints or grievances at section1557coordinator@modivcare.com.	Training issues are escalated to the VXI Training Manager, with further escalation to Modivcare's Training Oversight Team as needed. Persistent underperformance may result in additional coaching, remedial training, or trainer replacement at no additional cost to Modivcare. Service-level credits and contract co-termination provisions apply if VXI fails to meet Modivcare, state, or federal requirements
References	**Jennifer Dietrich** Dayton Children's Hospital *Office Manager, Patient and Family Experience* (937) 641-3306 dietrichj@childrensdayton.org **Karen Jonas** North Kansas City Health *Director of Patient Experience* karen.jonas@nkch.org (816) 691-5414 **Chol Dhoor** Community Health Centers *Director of Health Equity* cdhoor@chcb.org (802) 540-8952	**Melanie Preciado** Alignment Health Plan mpreciado@ahcusa.com 866-634-2247 **Sarah Hesler** *Language Services* University of Kentucky sarah.hesler@uky.edu 859-218-0455 **Michael A Zulawski** *AVP, Knowledge & Change Team Manager* HSBC Bank michael.a.zulawski@us.hsbc.com 716-713-5160	**Michelle Whitten** *Sr. Director, Customer Service Operations* Beyond, Inc. mwhitten@beyond.com (360) 907-0665 **Brightspeed** Lana Semenova *Vice President, Contact Centers* (917) 417-9491 svetlana.semenova@brightspeed.com **Niall Kena** nkenna@paypal.com *Sr. Director, Customer Care* PayPal and Xoom

Draft of Proposed Subcontract	Received	Received	Received

Please see **Attachment 1_Subcontracts.**

4.1.1.4 The vendor should describe their approach and methodology for developing and managing an up to date database for a statewide NEMT brokerage system for a population similar to that of WV Medicaid, including the ability to submit data via batch mode, perform statistical analysis (including transportation utilization analysis), and provide detailed reports as listed in Appendix 3 (Reporting Requirements) and the flexibility to produce additional ad hoc reports based on the data collected.

Approach to Database Development, Management, and Reporting for Statewide NEMT Brokerage

Modivcare uses a proprietary enterprise transportation management platform purpose-built for NEMT operations and fully scaled to meet the needs of a statewide population, including West Virginia Medicaid members. The system is a centralized database and workflow engine for scheduling, authorization, dispatch, provider management, encounter tracking, and reporting.

Our platform is fully integrated with data pipelines, security safeguards, and statistical toolsets to support continuous, compliant, and transparent operations across all key areas of the West Virginia program.

I. Database Architecture and Management

The database operates in a security-vetted, cloud-based environment with real-time data replication, full redundancy, and 24/7 monitoring.

All NEMT data—member eligibility, trip requests, provider credentials, call records, and complaints—is stored with timestamped activity logs and user authentication trails.

Daily validation and reconciliation processes run overnight to flag incomplete or mismatched entries and feed corrections into SLA and audit workflows.

Batch eligibility files are uploaded and processed within 48 hours of receipt. The system accepts files from the state's MMIS or TPA and maintains member history across Medicaid and non-Medicaid transportation programs.

II. Data Submission and Integration

Supports inbound and outbound batch files (X12 837/835 and custom layouts) via secure file transfer protocol (SFTP), API, or encrypted flat file exchange.

Example: BMS submits eligibility files to Modivcare through SFTP using HIPAA-compliant 834 layouts. In return, Modivcare transmits claims status data back to BMS in X12 835 format. For custom needs, such as facility standing orders, flat files are exchanged securely via API integration with BMS's Medicaid Management Information System (MMIS).

Automatically applies business rules to trip data, including Level of Service, proximity validations, and provider type alignment.

Example: If a wheelchair-accessible vehicle is required, the rules engine confirms assignment to a provider with an ADA-compliant fleet. If a trip request comes from a behavioral health facility, the system validates the provider type against approved NEMT providers in the network.

Exports encounter-level data and cost detail in a format fully aligned with BMS's requirements for reimbursement and auditing.

Example: After each service month, Modivcare delivers a detailed encounter file that lists each trip, mileage, associated provider, cost, and member ID. This file is formatted to BMS's specifications, making it compatible for direct upload into MMIS and simplifying BMS's quarterly CMS reporting and audit processes.

Enables batch transmission of utilization or audit data to MCOs, UMCs, and Fiscal Agents based on trip volume, provider, or program segment.

Example: Utilization reports for members enrolled in managed care are aggregated monthly by provider and sent in batch files to each MCO. For oversight, BMS's Utilization Management Contractor receives separate audit files that flag high-frequency users or out-of-area trips, allowing targeted reviews without manual intervention.

III. Statistical Analysis and Utilization Monitoring

Our platform includes a suite of built-in analytics tools that power routine and ad hoc reviews of:

- Member utilization by service type, region, or MCO
- Trip volume by mileage bands or time of day
- Missed trip reasons, complaint rates, and provider performance trends
- Cost per member per month (PMPM) and cost per trip metrics
- MAT transportation patterns, behavioral health utilization, and GMR usage
- Mileage banding, distance traveled per trip, and frequency of out-of-network destinations

Modivcare's local team regularly reviews data from these analyses and informs operational adjustments, provider recruitment targeting, and fraud detection efforts.

IV. Appendix 3 Report Generation

All reports listed in Appendix 3 are already programmed into our system and generated automatically on a daily, weekly, or monthly basis, including but not limited to:

- Monthly Broker Performance Reports (R1)
- County-Level Trip and Cost Reporting (R3)
- Call Center Metrics and Abandonment Rates (R4)
- Unduplicated Member Utilization (R8)
- Complaints (R9–R10)
- Denial Summary (R11)
- Provider Network Coverage Summary (R13)
- Fraud, Waste, Abuse, and Misuse (R27)

Each report is timestamped, version-controlled, and retained for at least six years. The system generates deliverables in PDF, Excel, CSV, or database export format, as requested by BMS.

V. Ad Hoc Reporting Capability

Modivcare's data architecture includes a secure reporting warehouse that allows authorized program analysts to pull raw or aggregated data in near real-time. Ad hoc reports are available upon Agency request and can be configured by:

- Date range
- Geography (county, region, or ZIP code)
- Provider, member, or service category
- Denial type, complaint reason, or outcome category
- SLA performance metrics

We fulfill ad hoc data requests within one to three business days depending on complexity, with faster turnaround available for urgent regulatory or audit needs.

Conclusion

Modivcare's approach to data management combines near real-time visibility, historical tracking, secure system architecture, and built-in analytics. Our platform is fully equipped to serve the needs of a statewide Medicaid brokerage program, with flexible reporting and actionable insights available to BMS at any time.

4.1.1.5 The vendor should describe their approach and methodology for report development and production, and should also provide examples of reports produced for projects of the type, size, and scope of those described in this RFP.

West Virginia Bureau of Medical Services needs a vendor with an in-depth understanding of the NEMT Brokerage Program and associated services. This includes adherence to BMS Chapter 524 of the West Virginia State Medicaid Manual, Chapter 27 of the West Virginia Bureau for Children and Families (BCF) Income Maintenance Manual (IMM) for member eligibility, and compliance with 42 CFR § 440.170.

Modivcare aims to continue delivering a robust, compliant, and high-quality NEMT program that meets BMS's needs. As a trusted partner since 2018, our key objectives include:

- Adhering to BMS Chapter 524 requirements for provider compliance.
- Following Chapter 27 of the BCF IMM for accurate member eligibility verification.
- Maintaining compliance with 42 CFR § 440.170 for federal regulatory adherence.
- Providing an efficient, member-centered NEMT service that enhances healthcare accessibility.
- Building on our established relationship with BMS to further optimize NEMT service delivery.
- Establishing and maintaining an up-to-date database enables seamless reporting, statistical analysis, and ad hoc data queries.

Modivcare has a well-established methodology for administering NEMT programs, maintaining compliance with state and federal guidelines while prioritizing Member needs. Our strategy includes:

Regulatory Adherence: Our operations align with BMS Chapter 524, supporting provider compliance and operational excellence. We operate consistently with provider credentialing standards, transportation safety regulations, and member eligibility verification processes.

Member Eligibility & Verification: Our experience working within Chapter 27 of the BCF IMM confirms that only eligible members receive NEMT services. We implement robust eligibility checks through real-time integrations with state Medicaid systems and strict adherence to West Virginia's income maintenance regulations.

Federal Compliance: We operate consistently with 42 CFR § 440.170, keeping NEMT services in line with federal Medicaid guidelines. Our transportation providers are thoroughly vetted and credentialed to meet stringent Medicaid transportation requirements.

Data Management & Reporting

Comprehensive Data Capture: Our system collects extensive data, including trip records, call center statistics, eligibility information, utilization metrics, and provider performance.

Batch Mode Submissions: We offer the ability to submit and process large data sets via batch mode, supporting seamless integration with state Medicaid systems and timely reporting.

Advanced Analytics: Our system performs statistical analysis, including transportation utilization trends, provider

performance, and compliance metrics.

Flexible Reporting: We generate reports outlined in Appendix 3, as well as customized ad hoc reports tailored to BMS's evolving needs.

Report Development & Production

Comprehensive Standard Reports: Our system generates structured reports such as:

- Call center performance metrics
- Trip details
- Complaint logs
- Member transportation expenses
- Transportation Provider Performance Reports
- Quality Assurance Reports
- Transportation Denial Evaluation Reports
- Monthly Summary of Proactive Surveys

Performance Monitoring & Technology Integration

Real-Time Tracking & Reporting: Our proprietary GPS-enabled technology supports real-time monitoring of NEMT rides.

Member-Centric Approach: We continuously enhance our technology to provide a seamless user experience and support accessibility through multilingual call centers and self-service portals.

Quality Control & Continuous Improvement: Regular audits, performance tracking, and member feedback mechanisms drive continuous refinement of our service delivery.

Since 2018, Modivcare has worked closely with BMS to align with state objectives, implement performance expectations, and maintain compliance with all state and federal mandates. Upon contract continuation, we will leverage our existing infrastructure, deep understanding of West Virginia's Medicaid population, and proven expertise to enhance service quality and operational efficiency further. Our dedicated Reporting Manager collaborates with BMS to refine reporting templates, support data analysis, and deliver custom reports that align with policy decisions and program improvements.

Modivcare's long-standing partnership with BMS, combined with our deep-rooted expertise in Medicaid NEMT brokerage services, regulatory compliance, and operational efficiency, makes us the ideal partner for BMS. Our robust data management system provides transparent, efficient reporting and analysis capabilities, empowering BMS with actionable insights to drive program success. We are committed to continually advancing healthcare access for Medicaid members through a high-quality, compliant, and efficient NEMT program.

4.1.1.6 The vendor should describe their plan, to include timeframes, to supply all deliverables as described in Appendix 3 (Reporting Requirements) and perform according to the approved Service Level Agreements listed in Appendix 4 (Service Level Agreements).

West Virginia Bureau of Medical Services (BMS) must have a vendor with an in-depth understanding of the NEMT Brokerage Program and associated services. This includes adherence to BMS Chapter 524 of the West Virginia State Medicaid Manual, Chapter 27 of the West Virginia Bureau for Children and Families (BCF) Income Maintenance Manual (IMM) for member eligibility, and compliance with 42 CFR § 440.170.

Modivcare aims to continue delivering a robust, compliant, and high-quality NEMT program that meets BMS's needs. As a trusted partner since 2018, our key objectives include:

- Adhering to BMS Chapter 524 requirements for provider compliance.
- Following Chapter 27 of the BCF IMM for accurate member eligibility verification.
- Maintaining compliance with 42 CFR § 440.170 for federal regulatory adherence.
- Providing an efficient, member-centered NEMT service that enhances healthcare accessibility.

- Building on our established relationship with BMS to further optimize NEMT service delivery.
- Establishing and maintaining an up-to-date database enables seamless reporting, statistical analysis, and ad hoc data queries.
- Supplying all deliverables outlined in Appendix 3 (Reporting Requirements) and meeting the performance metrics in Appendix 4 (Service Level Agreements) within the defined timeframes.

Modivcare has a well-established methodology for administering NEMT programs, maintaining compliance with state and federal guidelines while prioritizing Member needs. Our strategy includes:

Regulatory Adherence: Our operations align with BMS Chapter 524, supporting provider compliance and operational excellence. We strictly follow provider credentialing standards, transportation safety regulations, and member eligibility verification processes.

Member Eligibility & Verification: Our experience working within Chapter 27 of the BCF IMM confirms that only eligible members receive NEMT services. We implement robust eligibility checks through real-time integrations with state Medicaid systems and strict adherence to West Virginia's income maintenance regulations.

Federal Compliance: We operate consistently with 42 CFR § 440.170, keeping NEMT services in line with federal Medicaid guidelines. Our transportation providers are thoroughly vetted and credentialed to meet stringent Medicaid transportation requirements.

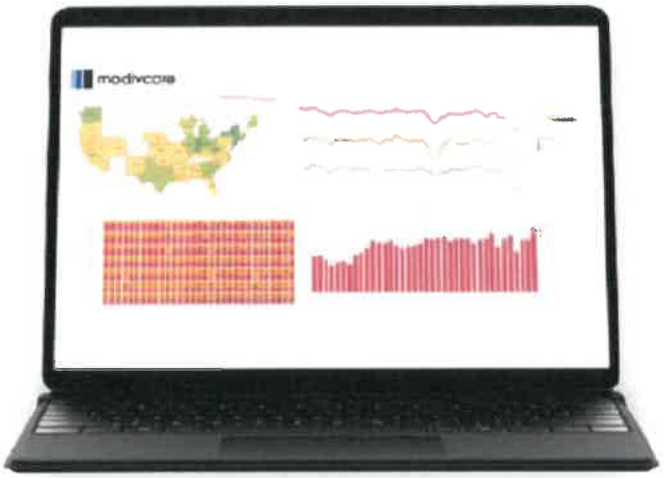
Data Management & Reporting

Comprehensive Data Capture: Our system collects extensive data, including trip records, call center statistics, eligibility information, utilization metrics, and provider performance.

Batch Mode Submissions: We offer the ability to submit and process large data sets via batch mode, supporting seamless integration with state Medicaid systems and timely reporting.

Advanced Analytics: Our system performs statistical analysis, including transportation utilization trends, provider performance, and compliance metrics.

Flexible Reporting: We generate reports outlined in Appendix 3, as well as customized ad hoc reports tailored to BMS's evolving needs.



Comprehensive Standard Reports: Our system generates structured reports such as:

- Call center performance metrics
- Trip details
- Complaint logs
- Member transportation expenses
- Transportation Provider Performance Reports
- Quality Assurance Reports
- Transportation Denial Evaluation Reports
- Monthly Summary of Proactive Surveys

100% On-time and Accurate Proven Reporting Delivery
Comprehensive Monthly Package in BMS' Required Formats

Deliverable Timelines & SLA Adherence

Implementation Phase:

Report templates submitted within 30 days of contract award. System training provided to BMS within 45 days of contract start.

Ongoing Operations:

- Standard reports submitted according to Appendix 3 timelines.
- Ad hoc reports generated within agreed-upon timeframes.
- Service Level Agreements (SLAs) monitored continuously to meet Appendix 4 benchmarks.

Performance Monitoring:

Continuous data validation and reporting accuracy checks.

Routine meetings with BMS to review and refine reporting standards.

Since 2018, Modivcare has worked closely with BMS to align with state objectives, implement performance expectations, and maintain compliance with all state and federal mandates. Upon contract continuation, we will leverage our existing infrastructure, deep understanding of West Virginia's Medicaid population, and our proven expertise to further enhance service quality and operational efficiency. Our dedicated Reporting Manager collaborates with BMS to refine reporting templates, support data analysis, and deliver custom reports that align with policy decisions and program improvements. Our team will strictly adhere to reporting deadlines and SLA requirements outlined in Appendix 3 and Appendix 4.

Modivcare's long-standing partnership with BMS since 2018, combined with our deep-rooted expertise in Medicaid NEMT brokerage services, regulatory compliance, and operational efficiency, makes us the ideal partner for BMS. Our robust data management system provides transparent, efficient reporting and analysis capabilities, empowering BMS with actionable insights to drive program success. By adhering to all reporting deliverables and SLAs, we remain committed to advancing healthcare access for Medicaid members through a high-quality, compliant, and efficient NEMT program.

4.1.1.7 The vendor should describe their approach to supply all written material, including (but not limited to) reports, letters, training materials, Agency recipients' education materials, provider manuals and operations manuals to the Agency for approval thirty (30) calendar days in advance of distribution.

Modivcare agrees to follow these requirements under the future agreement.

As the incumbent broker, Modivcare designs, produces, and distributes various member materials, including brochures, provider directories, fact sheets, and other resources, in full compliance with contract requirements. We cover all associated distribution costs, including postage, and submit all materials to BMS for review and approval before distribution.

We collaborate closely with BMS to create and distribute both digital and print member materials, such as letters, brochures, and website content. All materials adhere to regulatory and compliance standards and are thoroughly reviewed and approved by BMS before distribution. Leveraging our extensive experience and resources, we handle all distribution logistics to facilitate the timely and effective delivery of member-facing communications. We also commit to issuing materials at least 30 business days before any program, policy, or initiative changes or as required by BMS.

We provide a range of member materials, including:

- **Written Materials:** Brochures and other resources that explain program services, trip requests, compliance

actions, and eligibility. These materials are accessible, available in multiple languages, and provided in alternative formats as needed.

- **Electronic Communications:** Our website offers information in English, French, and Spanish, tailored to members, facilities, and providers, with easy access to forms, FAQs, and updates.
- **Stakeholder Portals:** Customized portals offer tools for transportation management, notifications, and program updates for members, facilities, and providers.
- **Mobile App:** Our secure mobile app allows members to manage transportation, receive updates, and chat with support, available 24/7.
- **Email Blasts:** Regular email updates inform facilities and providers of policy changes, event announcements, and notifications.
- **Education via Incoming Calls:** Customer Service Representatives (CSRs) educate callers on program rules and guidelines, using approved scripts for clarity.
- **Community Events:** We engage with communities through health fairs and public events to better understand West Virginia's healthcare needs.
- **Provider Orientation and Training:** Orientation sessions and training cover program expectations, compliance, and member care.
- **Annual Stakeholder Training:** We conduct annual training for transportation and medical providers, incorporating feedback to address emerging educational needs.

With seven years of experience working in West Virginia, Modivcare has developed DMAS-approved brochures, handbooks, portal and smartphone notifications, wallet-sized cards, public websites, and informational letters to provide clear and accessible information about our services, contact methods, and program processes.

4.1.1.8 The vendor should describe their plan to adjust and/or provide increased training of NEMT Providers without additional cost to the Agency, if the vendor or the Agency determines that requirements, quality or other standards (Appendix 1) are not being met.

Modivcare is committed to maintaining the highest level of service quality and compliance across all NEMT providers. Our approach to training will achieve the following outcomes:

- Address deficiencies in provider performance as identified by Modivcare or BMS.
- Standardize best practices across all NEMT providers to maintain high service quality.
- Improve provider compliance with all contractual and regulatory requirements.
- Enhance member safety, satisfaction, and transportation reliability.
- Mitigate service disruptions by proactively addressing provider issues.

To meet these outcomes, Modivcare has developed a structured, scalable training program that is both proactive and reactive, allowing for continuous provider education and real-time issue resolution.

Training Framework – Compliance & Results

Training Type	Description	Delivery Method	Frequency	WV Results / Outcomes
Onboarding Training	Initial orientation covering safety, compliance, member service expectations, and reporting requirements.	In-person workshops, virtual modules, and printed guides.	At provider onboarding.	100% of new providers credentialed and trained prior to trip assignment.
Refresher Training	Updates on program standards, service protocols, and regulatory changes.	Scheduled group sessions and virtual learning.	Every six months	Over 95% of WV providers pass quality audits following refresher training.
Remediation Training	Targeted corrective instruction when deficiencies are identified (safety, timeliness, compliance).	One-on-one coaching, supplemental safety/compliance courses.	As needed (triggered by audits, complaints, or BMS direction)	WV remediation training interventions reduced provider non-compliance rates and confirmed restored eligibility for continued service.
On-Demand Training	Continuous access to compliance resources, video demonstrations, and scenario-based learning.	Secure online portal available 24/7.	Ongoing	WV providers use portal to refresh compliance knowledge and maintain readiness.
Certification & Reviews	Periodic assessments to confirm ongoing provider compliance with BMS requirements.	Proctored assessments; results tracked in Modivcare system.	Annually or as required	Providers not meeting standards undergo additional training until compliant.

Details on our training approach:

Comprehensive Initial Training:

All transportation providers undergo rigorous onboarding training covering safety protocols, regulatory compliance, member service expectations, and reporting requirements. Training materials include in-person workshops, virtual

training modules, and on-demand resources.

Ongoing Training & Performance Monitoring:

Providers participate in refresher courses every six months to stay up to date on program requirements. Performance monitoring tools, including ride audits and member feedback, identify areas requiring additional training.

Targeted Remediation Training:

If provider deficiencies are identified, Modivcare deploys a corrective training plan tailored to the issue. Training sessions include one-on-one coaching, additional safety and compliance instruction, and performance tracking to confirm improvements.

On-Demand Virtual Training Platform:

Providers can access training resources through a secure online portal, allowing flexibility for continuous learning. The platform includes video demonstrations, compliance checklists, and scenario-based learning.

Provider Certification & Compliance Reviews:

Providers must pass periodic assessments to confirm continued compliance with BMS requirements. Those who fail to meet standards must undergo additional remediation training until performance meets expectations.

Collaboration with BMS:

We work closely with BMS to align training materials with updated regulatory changes and program objectives, and regular meetings allow us to adjust training initiatives based on provider performance data and BMS feedback.

Conclusion

Modivcare has successfully implemented this training model across multiple state Medicaid programs, leading to measurable improvements in provider performance and compliance.

West Virginia: Modivcare has maintained a consistent track record of provider compliance, with over 95% of providers passing quality audits following training interventions.

South Carolina: Implemented targeted remediation training, reducing provider non-compliance incidents by 40% within a six-month period.

Georgia: Enhanced safety training resulted in a 30% reduction in member complaints related to provider professionalism and timeliness.

Our experience demonstrates the effectiveness of our structured training programs in confirming provider compliance and improving service quality. Modivcare's proactive training approach enables us to address provider deficiencies efficiently, confirming that all service standards are met without additional costs to BMS.

Modivcare's comprehensive training plan is designed to maintain a high level of provider performance while adapting to emerging challenges. Through initial training, ongoing education, and targeted remediation efforts, we will enhance service quality, provider accountability, and member satisfaction. Our proven track record in provider training across multiple states affirms our ability to uphold BMS's standards at no additional cost. By leveraging our experience and training infrastructure, we remain committed to delivering a best-in-class NEMT program that meets all service expectations.

4.1.1.9 The vendor should describe their plan to follow proprietary formalized change control procedures for all changes to project scope, including (but not limited to): changes arising during the Implementation and Operations phases of the project and changes necessitated as a result of new and amended federal and state regulations and requirements.

Modivcare's change control procedures will:

- Maintain project stability and service continuity by managing scope changes systematically.
- Minimize operational disruptions by proactively assessing impacts before implementation.
- Adhere to regulatory changes without compromising service quality or compliance.
- Facilitate transparent communication and collaboration between Modivcare and BMS regarding scope modifications.

To achieve these outcomes, Modivcare employs a proprietary, structured change control framework designed to assess, approve, and implement modifications effectively. Our approach includes:

Change Request Intake & Documentation:

Any change request initiated by Modivcare, BMS, or regulatory requirements is formally documented.

Requests are categorized based on their origin (operational, regulatory, or technical) and urgency.

Impact Assessment & Risk Evaluation:

Each change undergoes a structured impact analysis to determine its effect on operations, compliance, costs, and technology.

Risk mitigation strategies are developed to address potential disruptions or service degradation.

Implementation & Testing:

- Approved changes are implemented using a phased approach to minimize disruption.
- System modifications undergo rigorous testing in a controlled environment before full deployment.
- Training sessions are conducted for staff and transportation providers as needed.

Post-Implementation Monitoring & Reporting:

Performance metrics are tracked once a change is deployed to confirm alignment with expectations.

Any unintended consequences are documented, and corrective actions are taken if needed.

Regulatory Compliance Adjustments:

All regulatory-driven changes are prioritized and implemented within mandated timeframes.

Modivcare proactively monitors federal and state legislative updates to anticipate changes before they take effect.

Modivcare has successfully deployed this change control framework across multiple state Medicaid programs, demonstrating our ability to manage scope modifications efficiently.

Our structured approach to change management verifies that all modifications align with BMS's operational goals, regulatory requirements, and member service expectations.

Modivcare's formalized change control process provides a structured, transparent, and accountable framework for managing scope modifications. Our proactive approach minimizes risks, maintains regulatory compliance, and upholds service excellence, confirming seamless operations throughout the project's Implementation and Operations phases.

4.1.1.10 The vendor should describe their communication plan that addresses communication with all interested parties, including the Agency, which could include face to face, video conference, internet conference or teleconference meetings to discuss and resolve administrative and operational issues.

BMS requires a structured and formalized process to manage all modifications to the project scope. This includes changes arising during the Implementation and Operations phases and adjustments required due to new or amended federal and state regulations. Furthermore, a comprehensive communication plan must be in place to facilitate consistent and transparent dialogue with all stakeholders, including BMS, transportation providers, and members.

Modivcare's communication plan:

- Establishes clear and consistent lines of communication between Modivcare, BMS, and all key stakeholders.
- Enables timely identification and resolution of administrative and operational issues.
- Promotes collaboration and coordination through multiple communication channels.
- Supports transparency in reporting, policy updates, and regulatory compliance.

To achieve these outcomes, Modivcare employs a structured, multi-channel communication strategy designed to accommodate various stakeholders' preferences and availability. Our approach includes:

Regularly Scheduled Meetings

Face-to-Face Meetings: Conducted monthly with BMS leadership and key stakeholders to review program performance, discuss policy updates, and address strategic goals.

Check-ins: Regular check-in calls between Modivcare's program management team and BMS to address immediate administrative and operational concerns.

Dedicated Communication Channels

Program Director: A dedicated Modivcare representative, Joshua McGill, is BMS's primary point of contact, confirming seamless coordination and prompt issue resolution.

Provider Communication Portal: A secure web-based platform allowing transportation providers to access training materials, policy updates, and real-time service notifications.

Facility Liaison: A dedicated staff member to work with facilities like:

- Comprehensive Treatment Centers (CTCs)
- Behavioral Healthcare Association
- State managed care organizations (MCOs)
- Social workers
- Discharge nurses
- Members

This individual makes every effort to help these stakeholders navigate the NEMT program, including how to use trip management portals, scheduling and managing individual and standing order trips, and much more. Facility Liaisons also travel throughout the state to visit facilities, host presentations about the program, and meet with organizations such as the West Virginia Behavioral Health Association and others as requested or as needed.

Stakeholder Support: Our call center and automated messaging system inform members about service changes, appointment reminders, and complaint resolution processes.

Issue Resolution Framework

Escalation Pathways: Clearly defined protocols for escalating and addressing urgent operational and administrative issues.

Tracking and Reporting: A centralized system to log, track, and resolve stakeholder concerns, with regular updates

provided to BMS.

Feedback Loop: Mechanisms for stakeholders to provide input are reviewed and incorporated into continuous service improvement efforts.

Modivcare's comprehensive communication plan integrates multiple channels to facilitate effective coordination among all stakeholders. We provide a transparent and efficient approach to addressing administrative and operational concerns through scheduled meetings, dedicated liaisons, real-time communication tools, and an issue-resolution framework. This structured communication strategy supports BMS's mission by promoting collaboration, enhancing service quality, and confiming regulatory compliance across all aspects of the NEMT program.

4.1.1.11 The vendor should articulate their grievance process in alignment with the Agency's policies and procedures as detailed in the BMS policy Chapter 800, which can be found at: https://dhhr.wv.gov/bms/Pages/Manuals.aspx of the West Virginia State Medicaid Manual for Provider requirements process for Medicaid recipients. Additionally, providers should be afforded a transparent review process.

Members need a reliable complaint process to confirm that their concerns and issues with transportation services are addressed promptly and effectively. Modivcare's grievance process aligns with the Agency's policies and procedures, as detailed in BMS policy Chapter 800 A. Our dependable complaint process provides several key benefits:

Accountability: It holds the Broker accountable for the quality of services provided, making sure that any lapses or shortcomings are identified and corrected.

Trust and Confidence: A transparent and efficient complaint process builds trust and confidence among members, reassuring them that their feedback is valued and that the broker is committed to continuous improvement.

Service Improvement: Complaints provide valuable insights into areas lacking the service. By systematically addressing these issues, the broker can enhance service quality and member satisfaction.

Member Protection: It offers members a formal channel to report issues related to safety, timeliness, driver behavior, and vehicle condition, protecting them from potential risks and providing a safe and reliable service.

Regulatory Compliance: A well-managed complaint process helps the broker comply with regulatory requirements, demonstrating a commitment to maintaining high service standards.

Conflict Resolution: It provides a structured method for resolving disputes and conflicts, confirming that issues are handled fairly and efficiently without escalating further.

Modivcare considers grievance and appeal data as key inputs into our internal evaluation of our network, our staff, and the quality of service we deliver to members.

Our West Virginia operations maintain a 99.9%+ percent complaint-free rating over the past twelve months, indicating excellent customer service. An example of a complaint type is lateness. We have taken a proactive approach to reducing complaints related to this issue by utilizing GPS tracking and proactive interventions.

Customer Complaint and Resolution Process

The Department can be confident in Modivcare's member complaint and resolution process. Your Office of Resolutions (YORS) has a guiding document and process flow for our complaint process. Modivcare begins by categorizing complaints, building the rules engines to support the process for receiving, documenting, investigating, reporting, and resolving stakeholder inquiries, feedback, and complaints.

Categorizing Complaints

Modivcare will use a tiered system to categorize and prioritize complaints. These will be assigned during the YORS Communication Intake stage prior to being triaged to the appropriate teams. The tier categories will help our investigative team determine the most appropriate response, best approach to a resolution, proper investigation process, or best course for corrective action. Depending on the severity of the member's complaint, Modivcare may be required to contact local law enforcement or report the incident to a state protection agency (i.e., child or adult welfare agency), and the tier designation could change after the final disposition of the case.

The following describes steps taken to create a transparent, efficient, and accountable process for reviewing and resolving stakeholder complaints:



This workflow creates a journey for the member, identifies the point of operational service failures, and tracks the incident. Modivcare's internal tracking process maintains the integrity of all feedback, allowing us to improve our processes through measurable and capturable data and build trusting relationships with our stakeholders.

We are committed to resolving the complaints and concerns of BMS's members within or before the resolution time specified by BMS. Modivcare will continue to identify systemic issues and areas for improvement and make any necessary changes as needed.

Members receive a response, including their rights, which include, but not be limited to:

- The right to file a grievance and to receive assistance from Modivcare in filing a grievance.
- The right to receive documentation in their primary language or have assistance with interpretive services.
- The right to continue receiving transportation services, as consistent with state policy, while the State Fair Hearing is pending, if the final decision by State Fair Hearings is not acceptable to the complainant or their representative.

If the complaint cannot be resolved by a CSR in the customer service center, it will be escalated to the YORS Team. The YORS team will work with the member, the member's representative, BMS, and any other internal or external parties necessary to resolve the complaint. See the YORS team breakdown below.

"Modivcare understands that the member is the epicenter of NEMT and we are in a position to understand and focus on meeting the needs of each member. YORS is a key component of the team that makes sure each member's voice is not only heard but that something is actually done about it."

– Modivcare YORS team member

We administer grievance and complaint handling in full alignment with BMS Chapter 800 requirements. Our process is built around rapid acknowledgement, structured escalation, and timely resolution, with each complaint tracked by a unique case number in our call center system. Dedicated Service Expert Specialists oversee investigations and corrective actions, and unresolved matters escalate to the Project Manager for review with BMS.

To make this process fully measurable, we apply defined service levels for acknowledgement, investigation, and closure. We also deliver Monthly Complaint Summary and Detail Reports to BMS, which provide transparency into complaint categories, resolution times, and trend analysis. These reports are reviewed jointly with BMS during monthly administrative meetings to identify themes and drive corrective action.

Grievance and Complaint Handling Service Levels with BMS Chapter 800 Crosswalk

SLA #	Service Level Requirement	Standard	Measurement	BMS Chapter 800 Alignment	Penalty for Non-Compliance
G1	Complaint Acknowledgement	All complaints acknowledged within 1 business day of receipt	Timestamp in call center CRM; reported in Monthly Complaint Detail Report	§800.6 — Prompt acknowledgement of grievances	Up to $500 per incident not meeting standard
G2	Initial Resolution Attempt	95% of complaints investigated and an initial resolution attempt completed within 5 business days	Logged resolution activity; validated through Monthly Complaint Summary Report	§800.7 — Timely investigation and communication with complainant	1% of monthly operating fee if standard not met
G3	Final Resolution	100% of complaints resolved or closed within 30 calendar days of receipt, unless extended for cause	Case closure date in tracking system is reported	§800.8 — Resolution timeframe and notification requirements	1% of monthly operating fee if standard not met
G4	Escalation Protocol	All unresolved complaints escalated to a Complaint Coordinator after 5 business days	Escalation tier documented in complaint log	§800.9 — Access to higher-level review and appeal rights	$500 per incident not meeting standard

G5	Monthly Complaint Trend Reporting	Submission of Monthly Complaint Summary and Detail Reports by the 15th of the following month	Verified by BMS report receipt	§800.10 — Ongoing reporting and monitoring of complaint activity	$1,000 per business day late

Resolutions and Appeals

Although we attempt to provide a fair and effective resolution for all grievances, stakeholders may sometimes disagree with our decision. To the greatest extent possible, complaints can be resolved within three days or no longer than five days. Corrective actions are executed either by Modivcare alone or with transportation providers. Closed complaints can be reopened at any time if needed.

Our process confirms members' receipt of information about the resolution and education concerning their rights to request further action. We inform them of the following over the phone and/or in writing:

- The process to appeal Modivcare's decision
- The right to request a state fair hearing
- The procedures for exercising their rights to request a state fair hearing

Our appeal system is not a prerequisite to, nor a replacement for, the member's right to appeal through the state's fair hearing system. Our formal process confirms appeals are resolved at the lowest administrative level possible. Modivcare maintains records of all grievances in the form received, including a dated summary of the concern, the member's name, date of grievance and decision, and disposition.

Modivcare provides BMS written notice of disposition no more than 30 days after the filing date. Upon approval by BMS, a disposition extension may be granted for up to 14 days at the member's request or if there is a genuine need for additional information to resolve the grievance. To support the member through the process, we send a written extension notice after the Bureau has approved our request.

Leveraging Complaint Data for Reporting and Continuous Improvement

Our YORS team follows a comprehensive process and feedback loop to deliver the highest level of customer service, and local leadership constantly reviews complaints and creates action plans designed to mitigate or eliminate relevant problems going forward. This proactive approach is designed to minimize or eliminate recurring issues to greatly enhance members' experience. Modivcare logs and tracks all grievances to perform the following tasks:

- Maintain complete documentation of all verbal or written expressions of dissatisfaction and the actions taken to resolve each issue
- Monitor the complaint process to confirm the appropriate action is taken within the required time frames
- Analyze Modivcare and provider network performance in key state-facing areas
- Identify issues and trends needing management action or correction
- Guide ongoing quality improvement efforts
- Provide the Department with complete summary reports of all complaints and resolutions

Using our platform's analytical and investigative capabilities, we can identify trends and incorporate changes into our policies and procedures to improve the quality of services. The analysis includes, but is not limited to, the following areas:

- The number of valid complaints received
- Complaints categorized by specific type or variable
- A review of corrective actions taken
- Recurring expressions of dissatisfaction in any service areas
- The identification and study of any patterns and/or distinct emerging trends
- Recommendations for specific performance improvements to be reflected in our business practices, Internal Investigation

All complaints, responses, and corrective action plans are properly stored and made available to BMS upon request.

Below is a sample of our monthly complaint report provided to BMS.

	Sep -24	Oct -24	Nov -24	Dec -24	Jan -25	Feb -25	Mar -25	Apr -25	May -25	Jun -25	Jul -25	Aug -25	Total	%
Complaint Type														
Modivcare Issue	41	43	29	25	21	24	36	30	26	20	27		322	29.68%
Provider Late	31	26	16	8	10	15	20	21	20	19	25		211	19.45%
Provider Driver Issue	4	5	1	2	5	4	3	5	8	7	5		49	4.52%
Provider Vehicle Issue	1	0	0	1	0	0	1	0	0	0	0		3	0.28%
Provider No-Show	36	37	26	26	16	34	27	36	26	24	32		320	29.49%
Facility Complaint	0	0	0	0	0	0	0	0	0	0	0		0	0.00%
Member Incident/ Injury	0	0	0	1	0	0	1	0	0	0	0		2	0.18%
Other Provider Issue	12	19	18	11	16	19	14	13	14	17	25		178	16.41%
Complaint Free	99.92%	99.93%	99.95%	99.96%	99.96%	99.94%	99.95%	99.95%	99.95%	99.95%	99.94%		99.95%	

4.1.1.12 The vendor should describe their plan for contracting with qualified NEMT Providers, including examples of reasons they would terminate a provider service agreement and timeframes.

Contracting with Qualified NEMT Providers

Modivcare applies a structured and technology-enabled approach to contracting with NEMT providers, designed to create an efficient onboarding experience while upholding stringent credentialing standards aligned with BMS

requirements.

Technology-Supported Credentialing & Compliance Monitoring

To streamline onboarding and maintain continuous compliance, we leverage Complicore, a credentialing software solution that digitizes and automates document management. Through this platform, providers and drivers securely upload licensing, insurance, and certification documents using mobile devices or desktop portals.

The software performs automated validations and tracks expiration dates, alerting both Modivcare staff and the transportation provider when documents are nearing expiration or fall out of compliance. This allows Modivcare to manage the credentialing process internally while benefiting from real-time monitoring and transparency. Importantly, all credentialing functions are conducted by Modivcare; Complicore is strictly a software tool that enhances efficiency, not a subcontractor performing credentialing activities.

Termination of Provider Service Agreements

While Modivcare works closely with providers to resolve compliance concerns, certain circumstances require suspension or termination of service agreements. Examples include:

Repeated Non-Compliance – Failure to maintain valid licensing, insurance, or certifications after receiving multiple notices.

Safety Violations – Unsafe driving practices, member complaints of misconduct, or failure to meet service standards.

Fraudulent Activity – Submission of false trip records, inappropriate billing practices, or misuse of program funds.

Failure to Address Corrective Actions – Inability to resolve identified deficiencies within an established corrective action period.

Timeframes for termination depend on the severity of the issue. For minor compliance lapses, Modivcare initiates a corrective action plan that allows 30–60 days for resolution. Serious issues, such as verified fraud or safety violations, may result in immediate suspension or termination to protect member safety and program integrity.

This approach combines automation, real-time monitoring, and direct oversight by Modivcare staff to support a reliable provider network that prioritizes safety, quality, and member well-being.

4.1.1.13 The vendor should describe their plan for screening staff and providers to include but not limited to fingerprint-based background checks.

Staff and Provider Screening Plan, Including Fingerprint-Based Background Checks

Modivcare maintains a comprehensive and tiered screening process for all staff and NEMT providers involved in the West Virginia program. Our approach aligns with federal, state, and BMS-specific requirements, including criminal background checks, verification of professional credentials, and regular monitoring for exclusions or compliance violations. Screening protocols apply to both Modivcare employees and contracted NEMT provider personnel (drivers and administrative staff).

I. Modivcare Employee Screening

All Modivcare personnel assigned to the West Virginia program undergo pre-employment screening, including:

Fingerprint-Based Criminal Background Checks

Conducted through authorized state and/or federal agencies, as applicable. Results are reviewed against disqualifying offenses based on the role and responsibilities of the candidate.

Exclusion Checks

All staff are screened against:

- Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE)
- System for Award Management (SAM)
- West Virginia Medicaid exclusion lists

Identity Verification and Employment History

Staff must pass I-9 eligibility verification and provide a minimum of two verified references. Employment history is reviewed for consistency, relevant experience, and integrity indicators.

HIPAA and Data Privacy Clearance

All staff complete training on data security, HIPAA compliance, and confidential handling of PHI before system access is granted.

Ongoing Monitoring

Active employees are subject to continuous exclusion list monitoring and re-screening every 12 months or immediately following any incident or role change that warrants reassessment.

II. NEMT Provider and Driver Screening

Modivcare contracts only with transportation providers that meet all credentialing and compliance requirements established by BMS. Screening includes:

Criminal Background Checks with Fingerprinting

All drivers undergo fingerprint-based state and/or FBI background checks through approved law enforcement or third-party screening entities. Transportation providers are required to submit background check documentation for each driver prior to onboarding.

Driving History (MVR) Review

Driver records are reviewed to confirm valid licensure and evaluate for DUI, excessive violations, or safety-related suspensions.

Drug and Alcohol Testing

Required as a condition of onboarding and subject to post-incident or reasonable-suspicion testing as defined in provider agreements.

Exclusion and Sanction Checks

Each provider and its staff are screened against the OIG LEIE, SAM, and any West Virginia Medicaid program exclusion lists prior to credentialing and monthly thereafter.

Vehicle and Insurance Validation

Each driver's assigned vehicle is reviewed for insurance coverage, registration, and compliance with BMS-required inspections. Insurance must list Modivcare as an interested party to trigger alerts of any policy changes or lapses.

Ongoing Credential Monitoring

Modivcare's credentialing system tracks expiration dates for licenses, insurance, background check renewals, and other required documentation. Alerts are issued 60, 30, and 15 days before expiration. Providers that fail to comply by the deadline are automatically suspended from receiving trip assignments until all items are brought current.

III. Audits and Corrective Action

All background check documentation is subject to audit by Modivcare's compliance team and may be reviewed by BMS upon request. Any failure to meet screening standards triggers:

Immediate suspension of the driver or staff person in question

Investigation by Modivcare's Credentialing and Compliance units

Corrective action plan, re-training, or permanent removal, based on findings

Conclusion

Modivcare's screening protocols are designed to protect member safety, maintain regulatory compliance, and uphold BMS program integrity. We apply rigorous vetting and continuous oversight to all personnel with direct or indirect access to West Virginia members, data systems, or services.

4.1.1.14 The vendor should only describe their plan/process to address Medicaid recipients that are non-compliant pertaining to safety issues, hostile behaviors/environment, and/or exhibit aggressive behaviors.

Addressing Medicaid Recipients with Safety Issues, Hostile Behaviors, and Aggressive Conduct

Modivcare has developed a structured, compliant approach to managing Medicaid members who exhibit non-compliant behaviors related to safety, hostility, or aggression. Our process balances the need to protect drivers, staff, and other passengers while maintaining access to transportation services in accordance with West Virginia Medicaid regulations.

Behavioral Incident Identification and Documentation

When a member exhibits unsafe or aggressive behavior, Modivcare follows a standardized incident reporting and documentation process:

- **Immediate Identification** – Drivers and staff are trained to recognize and de-escalate behavioral issues while prioritizing safety.
- **Real-Time Reporting** – Any hostility, aggression, or safety-related incidents are documented in our transportation management platform.
- **Classification of Incidents** – Incidents are categorized based on severity (e.g., verbal threats, physical aggression, property damage) to determine appropriate follow-up actions.

Corrective Actions and Member Engagement

Modivcare works closely with transportation providers and Medicaid officials to implement corrective actions when addressing non-compliant member behavior:

- **First-Time Incidents** – Members receive education regarding appropriate conduct and service expectations. If needed, additional accommodations or support services may be explored.
- **Repeated Offenses** – If behavior persists, Modivcare collaborates with the member's care team, case managers, or Medicaid representatives to develop intervention strategies, which may include behavioral agreements or alternative transportation arrangements.
- **Severe or Threatening Behavior** – In cases of immediate risk to drivers, staff, or other passengers, Modivcare may temporarily suspend transportation services and escalate the issue to Medicaid authorities for further

evaluation. Law enforcement may also be notified if necessary.

Staff Training on De-Escalation and Conflict Resolution

All transportation providers and Modivcare staff undergo training in:

- Conflict resolution techniques to manage difficult interactions.
- Proper documentation and escalation procedures.
- West Virginia Medicaid policies on handling member behavioral concerns.

Collaboration with Medicaid and Stakeholders

Modivcare works in coordination with the West Virginia Medicaid program, healthcare providers, and social service agencies to address behavioral challenges. We provide Medicaid officials with regular reports on high-risk incidents and collaborate on potential interventions to best support members while maintaining a safe transportation network.

By leveraging a structured incident management process, proactive intervention strategies, and comprehensive training, Modivcare effectively addresses safety concerns while continuing to support access to transportation for all eligible Medicaid members.

4.1.1.15 The vendor should describe their plan to work collaboratively with the Agency's programs, the Agency's Utilization Management vendoror the State's Managed Care Organization (MCOs) to ensure that the most appropriate Level of Service is utilized for the member's transportation needs.

Collaboration for Appropriate Level of Service Utilization

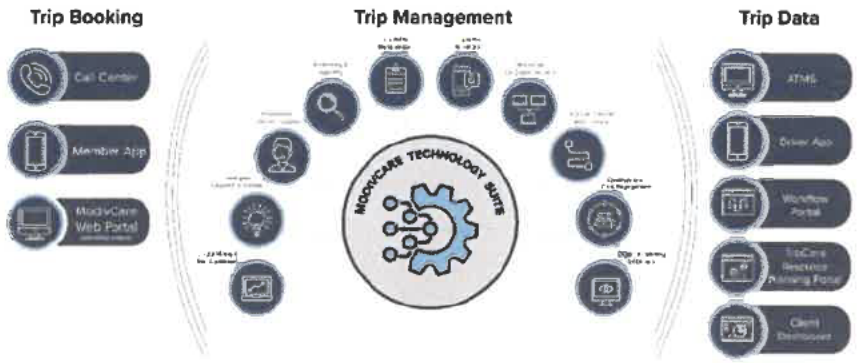
Modivcare has a structured and collaborative approach to working with the Bureau's programs, the Bureau's Utilization Management Vendor, and the State's Managed Care Organizations (MCOs) to determine and assign the most appropriate Level of Service (LOS) for each Medicaid member's transportation needs.

Integration with the Bureau's Programs and Utilization Management Vendor

Modivcare's proprietary, HIPAA-compliant transportation platform integrates with the Bureau's systems to facilitate seamless data sharing, trip management, eligibility verification, and utilization reporting. Our system is designed to support eligibility file transfers, data aggregation, and coordination with the Bureau's Utilization Management Vendor to apply appropriate medical necessity criteria for transportation assignments.

When a trip request is received, our client-approved call script guides our inquiry process, gathering details about:

- The member's mobility and physical/cognitive capabilities.
- Post-treatment condition and medical needs.
- Proximity to public transit and the feasibility of mileage reimbursement.
- Availability of preferred or assigned transportation providers.



Modivcare's proprietary transportation platform is a HIPAA-compliant system that supports eligibility file transfers, data aggregation, reporting, billing, Member profiles, and trip management.

These details are cross-referenced with the Bureau's Utilization Management Vendor's guidelines and the State's MCOs to assign transportation that is both appropriate for the member's medical condition and cost-effective.

Collaboration with MCOs for Level of Service Determination

Modivcare collaborates closely with the State's MCOs to adhere to their policies on appropriate LOS determination. Our process includes:

- Reviewing MCO-established guidelines for transportation coverage and LOS approvals.
- Sharing trip data and usage trends with MCOs to refine service-level determinations.
- Engaging in periodic meetings with MCOs to discuss transportation needs, challenges, and opportunities for improvement.

Technology-Driven LOS Assignment and Optimization

Our transportation platform uses advanced algorithms, Artificial Intelligence (AI), and Machine Learning (ML) to automate and optimize LOS selection. The system:

- Matches members with the most appropriate transportation mode based on real-time data.
- Considers geographical coverage, provider network availability, and cost-effectiveness.
- Incorporates Fair Market Value rate structures to encourage competitive and reasonable pricing.

Additionally, our quality-based routing algorithms assign trips to providers with the best balance of cost, performance, and availability. Performance data, including complaint frequency, reroutes, and survey results, influence trip assignments, allowing us to improve transportation reliability continuously.

Standard Operating Procedures for Exception Handling

To manage trips that require a higher LOS than initially assigned, Modivcare has established Standard Operating Procedures (SOPs) to:

- Facilitate approval processes for transportation that exceeds contractual rate thresholds.
- Coordinate with the Utilization Management Vendor and MCOs for any necessary authorizations.
- Document and report on trends where additional services may be required.

Commitment to Efficient and Member-Centric Transportation

By maintaining close collaboration with the Bureau's programs, the Utilization Management Vendor, and the State's MCOs, Modivcare prioritizes efficiency, cost-effectiveness, and member safety. Our structured workflows, advanced technology, and data-driven approach allow us to deliver transportation solutions that align with regulatory requirements while optimizing the member experience.

4.1.1.16 The vendor should describe their plan to work collaboratively with the Agency's Utilization Management Vendor or State MCOs or Office of Drug Control Policy/Bureau for Behavioral Health to assure that member services have met any prior authorization requirements prior to vendor scheduling and/or paying for member transportation.

Collaboration for Prior Authorization Compliance in Member Transportation

Modivcare has established a structured approach to working collaboratively with the Bureau's Utilization Management Vendor, the State's Managed Care Organizations (MCOs), and the Office of Drug Control Policy/Bureau for Behavioral Health. Our goal is to verify that all required prior authorizations are obtained before scheduling or paying for member transportation, preventing service delays and administrative errors.

Coordination with the Bureau's Utilization Management Vendor and MCOs

Modivcare's Exceptions/Utilization Review Department plays a key role in verifying authorization requirements before scheduling trips. Our process includes:

- Receiving and reviewing trip authorization data from the Bureau's Utilization Management Vendor, MCOs, or other relevant entities.
- Cross-referencing authorizations with member eligibility records to confirm compliance with prior approval requirements.
- Tracking standing orders and demand trip approvals to prevent scheduling conflicts or unnecessary denials.

For members transitioning between MCOs and fee-for-service Medicaid, Modivcare implements procedures to receive and process monthly trip information from BMS-contracted MCOs or their NEMT contractors. This allows us to honor previously approved trips using either the originally scheduled NEMT provider or one contracted with Modivcare.

Collaboration with the Office of Drug Control Policy/Bureau for Behavioral Health

For members receiving behavioral health or substance use disorder treatment, Modivcare works closely with the Office of Drug Control Policy/Bureau for Behavioral Health to align transportation services with treatment plans and required authorizations. This includes:

- Coordinating with treatment facilities to confirm appointment schedules and required transportation approvals.
- Verifying prior authorization for high-frequency or specialized behavioral health transportation needs.
- Engaging with case managers and behavioral health professionals to adjust trip schedules as needed while maintaining compliance with authorization policies.

Member and Provider Communication

To keep members informed and prevent confusion regarding prior authorization requirements, Modivcare's transportation team:

- Notifies members and facilities of any changes in provider assignment, authorization status, or trip numbers.
- Works to assign trips to providers previously used by members whenever possible to maintain continuity of service.
- Provides clear communication to transportation providers regarding authorization requirements to avoid trip denials or delays in payment.

Commitment to Seamless Transitions and Compliance

Our experience in managing NEMT services across multiple coverage models has allowed us to successfully transition members between managed care and fee-for-service Medicaid programs while maintaining compliance with prior authorization requirements. Through proactive collaboration with the Bureau's Utilization Management

Vendor, MCOs, and behavioral health agencies, Modivcare facilitates a seamless, member-focused approach to transportation scheduling and verifies that all services are appropriately authorized and executed.

4.1.1.17 The vendor should describe their plan/process to notify providers of expiring credentials, the renewal process and consequences of not recertifying by due date.

Provider Notification, Renewal Process, and Consequences of Expiring Credentials

Modivcare has implemented a structured and automated process to notify transportation providers of expiring credentials, facilitate timely renewals, and outline the consequences of failing to meet recertification deadlines. This process is designed to maintain compliance, reduce service disruptions, and uphold the highest safety and quality standards.

Automated Credential Monitoring Through Complicore Tecnology

Modivcare's system provides real-time monitoring of provider credentialing statuses and automates expiration tracking to prevent lapses in compliance. The system:

- Monitors regulatory databases to verify that all provider credentials are current.
- Automatically notifies providers of upcoming expirations via email, SMS, and dashboard alerts within the system.
- Allows providers to upload renewed documents through a mobile-friendly interface for faster processing.
- Generates compliance reports for Modivcare's network management team to track and follow up on pending renewals.

Credential Renewal Process

Transportation providers receive clear instructions on renewal requirements within the Transportation Provider Manual, which outlines:

- Required documentation updates include driver records, insurance policies, drug testing, and vehicle inspections.
- Submission deadlines and processing timelines to prevent service interruptions.
- Step-by-step instructions for submitting documentation through our digital platform.

Please see Attachment 2_WV Tranportation Provider Manual

Providers are sent multiple notifications as credential expiration dates approach. These communications are progressively escalated if documentation is not submitted, including:

1. **Initial notification** – Sent 60 days before expiration.
2. **Reminder notifications** – Sent at 30 days, 15 days, and 7 days before expiration.
3. **Final warning** – Sent 48 hours before credential lapse, emphasizing potential consequences.

Consequences of Failing to Recertify

If a provider does not submit updated credentials by the required due date, Modivcare takes the following actions based on the severity of the lapse:

- Temporary suspension of trip assignments will be enforced until documentation is received.
- Reduction of provider access to the network if repeated lapses occur.
- Contract termination in cases of prolonged non-compliance or failure to meet safety and regulatory requirements.

The Transportation Provider Manual further details enforcement policies, including:

- Procedures for reinstating provider status after credential submission.
- Network privilege reductions or suspensions due to compliance failures.
- Reporting of serious credentialing violations, such as falsified documents or expired licenses, which could result in permanent termination.

Commitment to Compliance and Provider Support

Modivcare actively works with providers to avoid credentialing disruptions by offering:

- Direct support through our system, where providers can track and manage their compliance status in real time.
- A dedicated credentialing team that provides guidance on document submission and renewal processes.
- Regular training sessions to help providers understand credentialing expectations and avoid compliance risks.

By leveraging automated credential tracking, proactive notifications, and structured enforcement policies, Modivcare maintains a highly compliant transportation network while supporting providers in efficiently meeting their credentialing requirements.

4.1.1.18 The vendor should describe their plan/process for handling requests that are out of the members area, such as out-of-network/out-of-state services, how the service distance will be measured and their plan/process for verification of the prior authorization of the Out-of-Network service by the Agency's Utilization Management Vendor, Fiscal Agent, and/orMCO.

Handling Out-of-Area, Out-of-Network, and Out-of-State Transportation Requests in West Virginia

Modivcare has established an efficient process to manage transportation requests that fall outside a member's standard service area, including out-of-network and out-of-state services. Our process includes distance measurement, verification of prior authorization, and coordination with transportation providers across multiple regions to facilitate access to necessary medical care while adhering to West Virginia Medicaid guidelines.

Process for Handling Out-of-Network and Out-of-State Requests

Trip Request Review & Assessment

Requests for transportation outside of the member's designated service area are reviewed by Modivcare's Exceptions/ Utilization Review Team to determine if the service is available closer to the member's residence and whether the request meets the criteria for out-of-network or out-of-state transportation.

Measurement of Service Distance

Modivcare's transportation management platform calculates trip mileage using geospatial mapping technology, identifying the most direct and medically appropriate route to the treatment facility.

The system evaluates cost-effectiveness based on program guidelines, considering mileage reimbursement, available public transit, and contracted NEMT providers.

If an out-of-state trip is approved, the platform identifies available transportation providers to coordinate the trip efficiently.

Prior Authorization Verification

Before scheduling or processing payment for transportation, Modivcare verifies prior authorization through the

Bureau's Utilization Management Vendor, Fiscal Agent, or the State's MCOs.

If a prior authorization is missing or incomplete, the Exceptions/Utilization Review Team works directly with the referring provider, Medicaid oversight agencies, and/or the appropriate MCO to facilitate necessary approvals before trip assignment.

Network Coordination for Long-Distance and Out-of-State Trips

Modivcare maintains a network of West Virginia-credentialed transportation providers across West Virginia and neighboring states, including Pennsylvania, Ohio, Kentucky, Virginia, and Maryland, to support members requiring medical care outside state lines.

When an out-of-state trip is authorized, Modivcare:

- Determines the most cost-effective and appropriate mode of transportation, considering mileage reimbursement, public transit, non-emergency ambulance, or specialized transport.
- Coordinates with in-network and out-of-network providers to assign trips to the highest-performing transportation vendor available at the destination.
- Communicates trip details to members, providers, and facilities to prevent service disruptions and confusion regarding transportation logistics.

Eye on the Future-Mobile Health Clinics

The West Virginia team is collaborating with West Virginia Transits and multiple health organizations operating mobile clinics on a first-of-its-kind initiative to expand access to care. The project aligns transit services with scheduled mobile clinic stops to reach members who cannot otherwise travel to the clinic. By coordinating with West Virginia Transits, the initiative is expected to increase clinic utilization, reduce long-distance travel within the state, and lower overall program costs. The pilot is targeted for launch in late 2025, with a significant expansion planned for 2026.

Commitment to Compliance and Seamless Access

By leveraging geospatial mapping, automated prior authorization verification, a regional provider network, and mobile clinics, Modivcare efficiently manages and mitigates out-of-network and out-of-state trip requests while aligning with West Virginia Medicaid policies. Our proactive coordination with the Bureau's Utilization Management Vendor, Fiscal Agent, and MCOs allows members to receive the necessary medical care without unnecessary barriers, even when services extend beyond state lines.

4.1.1.19 The vendor should provide a detailed description of their plan and processes for identifying and preventing potential fraud, waste, abuse, or misuse of NEMT payments. This should include, but not be limited to, procedures for verifying pick-up locations, confirming medical provider legitimacy, and managing repayments. Additionally, the vendor should outline their trip verification protocols, and the procedures used for reimbursing members and/or providers.

Fraud, Waste, and Abuse (FWA) Detection and Prevention

Fraud, waste, and abuse (FWA) within NEMT services can lead to financial losses, operational inefficiencies, and service delivery issues. Common risks include fraudulent trip claims, duplicate requests, no-shows, and inaccurate trip verifications. Modivcare has developed a structured FWA detection process to mitigate these risks, including real-time monitoring, automated detection tools, provider/member audits, and a proactive repayment system.

Fighting Fraud, Waste, Abuse, and Misuse

Modivcare proactively implemented a fraud, waste, abuse, and misuse (FWAM) mitigation program. Since 2021, our West Virginia team has dedicated a local full-time resource to investigate potential FWAM activity. To date, we have

identified thousands of rides for follow-up review and helped avoid signficant amounts from being spent on impermissible trips, saving funds their intended purpose - the health of the people of West Virginia. Our client-approved FWAM protocol—encompassing member/provider education, verification, and, when warranted, temporary or permanent suspension from the gas mileage reimbursement program—has significantly reduced FWAM since 2021. These efforts are further supported by Modivcare's Corporate Special Investigations Unit (SIU), which augments local monitoring and confirms timely detection, investigation, and remediation.

Modivcare's goal is to identify, investigate, and prevent FWA through a multi-layered approach that incorporates automated data analysis, GPS verification, provider validation, and financial oversight. By detecting irregularities early, we reduce financial waste, improve program integrity, and protect Medicaid resources. To that end, we employ the following processes:

Pick-Up Location Verification

- GPS-based tracking confirms that a transportation provider is at the correct pick-up and drop-off locations before a trip is marked as completed.
- Members are required to verify trip completion through automated calls or SMS messages.
- Real-time trip logs cross-check GPS data with scheduled locations to flag suspicious activity, such as incorrect pick-up addresses or falsified trip completions.

Medical Provider Verification

- Before trip approval, Modivcare validates the medical provider's information against West Virginia Medicaid's approved provider list.
- Verification includes confirming appointment necessity and eligibility through direct contact with the medical provider or automated system checks.
- Regular audits cross-check provider details against trip records to confirm that billed trips align with scheduled appointments.

Trip Verification Process

- Automated claim validation tools match trip details—including pick-up/drop-off locations, timestamps, and provider details—to prevent falsified trip submissions.
- Randomized audits confirm that members and transportation providers accurately report completed trips.
- No-show tracking tools monitor repeated cancellations or missed trips, prompting intervention when necessary.

Repayment Process for Identified FWA

- When improper billing or unauthorized trips are detected, Modivcare follows a formal repayment recovery process, which includes:
- Issuing a repayment request to providers who received overpayments.
- Withholding future payments from providers with outstanding balances.
- Coordinating with the Bureau's Utilization Management Vendor or Fiscal Agent for Medicaid recovery efforts.
- Member fraud cases are escalated to Medicaid authorities, and inappropriate transportation usage may lead to service restrictions.

Through these processes, Modivcare significantly reduces fraudulent billing, unnecessary trip approvals, and provider/member misconduct. Our real-time GPS verification, automated alerts, and financial auditing tools help maintain compliance with West Virginia Medicaid regulations while protecting program resources.

4.1.1.20 The vendor should describe their plan to establish an advisory committee composed of NEMT interested parties as approved by the Agency, to include, but not be limited to, members, healthcare providers, NEMT providers and at large community members for the purpose of maintaining relationships and identifying program improvements and shortcomings.

Maintaining an NEMT Advisory Committee

A structured and inclusive Advisory Committee is essential for fostering collaboration among NEMT stakeholders, including members, healthcare providers, transportation providers, and community representatives. This committee serves as a platform to identify program improvements, address shortcomings, and strengthen relationships between all parties involved in West Virginia's NEMT program. Regular engagement with these key stakeholders allows for proactive issue resolution, continuous quality improvements, and alignment with evolving member needs.

By maintaining our established Advisory Committee, Modivcare does the following:

- Facilitate direct communication between Medicaid members, healthcare facilities, transportation providers, and community representatives.
- Collect meaningful feedback to enhance program efficiency and service quality.
- Identify and address systemic challenges that impact transportation access, timeliness, and service reliability.
- Implement stakeholder-driven improvements that reflect the needs and priorities of the populations served.
- Strengthen trust and collaboration between the Bureau for Medical Services (BMS), Modivcare, and NEMT stakeholders.

Our West Virginia team actively conducts Advisory Committee meetings, where we provide updates on program performance, listen to member experiences, and collaborate with stakeholders on opportunities for service enhancements. Photographs from these meetings highlight our local staff presenting to community representatives and directly engaging in dialogue that shapes program improvements. This consistent presence underscores our commitment to transparency, accountability, and member-centered service delivery.

Formation and Structure of the Advisory Committee

The Advisory Committee comprises Medicaid members, healthcare providers, transportation providers, advocacy groups, and at-large community members as approved by BMS. Meetings are held at least twice yearly, with additional sessions scheduled as needed to address pressing concerns or policy changes. Committee members are selected through targeted outreach, including recommendations from healthcare providers, community organizations, and transportation vendors.



Stakeholder Engagement & Meeting Structure

Advisory Committee Meetings follow a town hall-style format, allowing all attendees to share their experiences, provide feedback, and discuss concerns about NEMT services. Targeted discussions focus on transportation access, scheduling challenges, provider performance, policy updates, and new initiatives. Modivcare provides data-driven insights to support informed discussions, including trip performance metrics, complaint trends, and service improvements. After each meeting, stakeholders receive summary reports outlining key takeaways, proposed solutions, and planned actions.

Examples of Past Advisory Committee Impact

Modivcare has successfully leveraged Advisory Committees in other markets to drive meaningful improvements. For example:

- In Philadelphia, the committee's feedback led to the creation of the nation's first centralized bus pass distribution center, which reduced fraud, improved pass access, and increased on-time attendance.
- In Georgia, stakeholder input guided the launch of the Champion Program, which reduced complaints by up to 80% and improved on-time performance to exceed 90%.



Modivcare currently holds Advisory Committee meetings, bringing together members, providers, healthcare professionals, and community stakeholders to identify areas for improvement. Previous committee-driven initiatives have resulted in service enhancements, fraud prevention measures, and policy updates that have directly benefited West Virginia Medicaid members. Data collected from these sessions directly influences process improvements, member education initiatives, and operational refinements that align with BMS objectives.

By establishing and maintaining a BMS-approved Advisory Committee, Modivcare will continuously engage stakeholders, enhance program transparency, and drive meaningful improvements in West Virginia's NEMT program.

4.1.1.21 Thevendorshould describe their plan to provide Gas Milage Reimbursement (GMR) or transportation to other persons designated by the Agency, which may or may not be current members, to designated covered events. These other persons include but are not limited to the members of the Beneficiary Advisory Council (BAC) to quarterly meetings, which are currently held in Charleston, WV. These persons will consist of a dedicated group, which will be provided to the vendor thirty (30) days in advance of any coveredevent.

Plan for Providing Gas Mileage Reimbursement (GMR) or Transportation for Designated Non-Member Participants

Modivcare supports the coordination and reimbursement of transportation services for individuals designated by BMS, including those who are not current Medicaid members, when travel is related to covered program functions. This includes—but is not limited to—members of the Beneficiary Advisory Council (BAC) attending quarterly meetings in Charleston, WV, or other BMS-approved events.

I. Coordination with BMS and Designated Group Roster

BMS provides Modivcare with a list of designated individuals at least 30 days prior to each covered event.

The list includes:

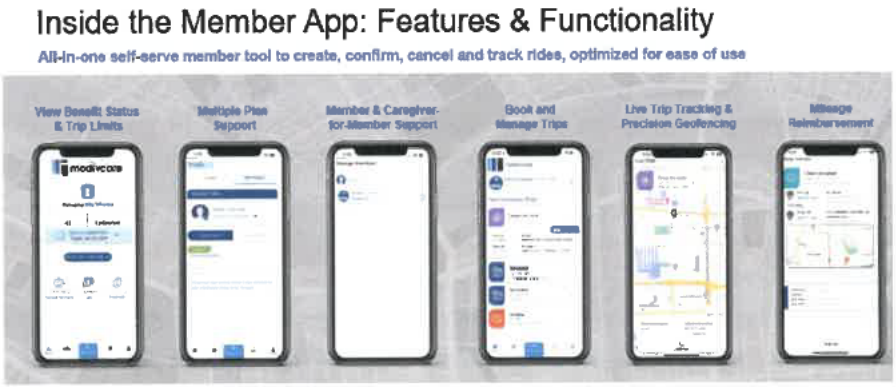
- Participant name
- Contact information
- Home address
- Event location, date, and expected arrival/ departure time
- Preferred mode of transportation or indication of self-drive status (for GMR)

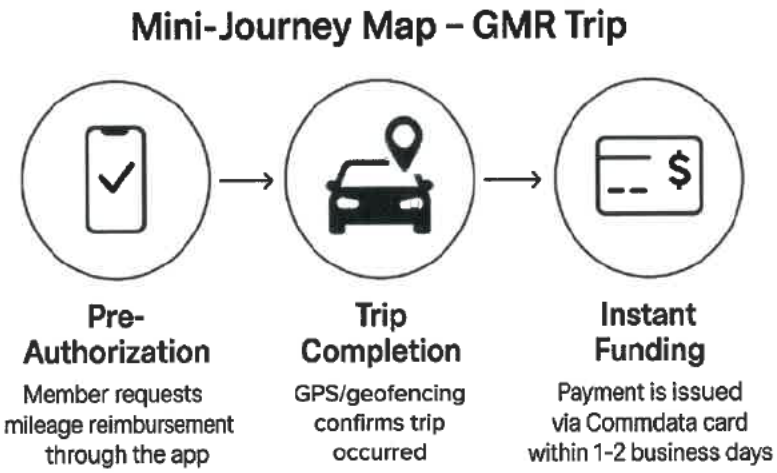
Modivcare assigns a dedicated coordinator to manage logistics for each group event, including pre-event outreach, itinerary confirmation, provider assignments (if needed), and follow-up documentation.

II. Gas Mileage Reimbursement (GMR) Process

Robust Member Mobile Application: Our mobile application offers members and their caregivers a tool to manage all aspects of their transportation benefit from standard trip booking with real-time trip visibility to mileage reimbursement trips with technology that combines geofencing capability with instant pre and post-trip Member funding in an easy-to-use, rapid smart card. This helps prevent fraud, waste, and abuse while enhancing the member experience. While many NEMT vendors support manual reimbursement (e.g., paper forms by mail), digital personal transportation reimbursement (i.e., a seamless portal) is generally not supported by our competitors. Our active reimbursement program enables frictionless support, broadens our community of care, and often inspires caregivers to join our driver network. Caregivers can also submit personal transportation expenses through the Modivcare Web Portal, phone, email, mail, or fax. The wide variety of expense-capture systems limits the barrier to entry for a member's continuity of care

In West Virginia, there are more than 15,000 registered users, and since 2023, there have been 123,000 completed GMR trips via the app.





A manual verification process is available for those who prefer it.

Mileage reimbursement requires prior scheduling and written verification from a healthcare provider via the GMR paper log or mobile app post-treatment. Members must have their verification form or app signed by their healthcare provider to receive payment.

Trip distances are determined during prior authorization using the most efficient route to prevent fraud, waste, and abuse.

Participants receive a GMR packet prior to the event, which includes:

- Instructions and eligibility criteria
- Mileage reimbursement request form
- Return instructions (email, mail, or fax)
- Contact information for assistance
- Participants complete and submit documentation confirming trip completion, including:
- Signed attestation of attendance
- Odometer readings or validated mileage map printout

Manual reimbursement is processed within 30 business days of receipt of complete documentation. Unless alternate arrangements are approved, payments are made by mailed check.

III. Transportation for Non-Driving Participants

Modivcare schedules trips with credentialed transportation providers if participants require arranged transportation, using the same standards applied to Medicaid member trips.

Participants are contacted in advance to confirm:

- Pickup address and time
- Vehicle type (basic or wheelchair-accessible)
- Return details

Providers receive trip manifests and participant information under the same confidentiality and safety protocols used for standard operations.

Ride Assist staff are available during the event to coordinate any return trip updates, delays, or same-day adjustments.

IV. Documentation and Reporting

For each covered event, BMS receives a post-event summary report that includes:

- List of participants who received GMR or provider transportation
- Total mileage reimbursed and reimbursement amount
- Providers used for arranged transportation, if applicable
- Any issues reported or no-shows

V. Accommodations and Flexibility

Modivcare accommodates special needs or accessibility requests for designated participants upon notice.

If an individual cannot attend or requires alternate arrangements, our coordination team adapts quickly and communicates directly with BMS and the individual involved.

All trip planning aligns with event timing to avoid late arrivals or extended wait times for return trips.

Conclusion

Modivcare's plan provides BMS with a structured, flexible, and fully managed solution to transport non-member participants—such as Beneficiary Advisory Council members—to designated events. This process mirrors the professionalism and compliance standards used in our NEMT program and allows BMS to extend transportation support where needed without administrative burden.

4.1.1.22 The vendor should describe their plan to provide a monthly report of the previous month's transportation trips that include but are not limited to: Agency recipient

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The Bureau requires a reporting system that provides comprehensive, timely, and actionable data to effectively monitor and manage its transportation program.

By continuing to provide our robust, integrated reporting and business intelligence solution, BMS has instant access to vital data, enabling swift response to ad hoc reporting requests and policy decisions. This leads to improved call center performance, enhanced quality assurance, better transportation provider evaluations, and overall more efficient management of their transportation services.

Our Solution

Standard Reports

Our Reporting Team delivers a standard reporting package to BMS in the requested format. This package includes, but is not limited to:

- Call center performance metrics
- Trip details
- Member transportation expenses
- Transportation Provider Trip Volume Report
- Quality Assurance Report
- Transportation Denial Evaluation Report
- Monthly Summary of Proactive Surveys
- Additional required information

Moreover, we regularly collaborate with BMS to create specific ad hoc reports tailored to BMS's needs, facilitating informed policy decisions.

Specialized Reporting and Performance

Understanding that several vulnerable populations access NEMT services and require specialized services and monitoring, we collaborate with BMS to implement program controls to confirm that critical medical care members do not miss their appointments. We provide any data or reporting needed to track performance on key performance metrics for the following specialized populations: specialized wheelchair, bariatric, chemotherapy, immunocompromised, dialysis, surgery, and stretcher vans.

4.1.1.23 The vendor should describe their plan to develop a monitoring report that tracks monthly changes-both increases and decreases-in transportation trips for individuals receiving services for Medication Assisted Treatment (MAT), including methadone and buprenorphine. At a minimum this report should include data that illustrates trends in NEMT utilization for MAT.

Monitoring Report for Medication-Assisted Treatment (MAT) Transportation Utilization

The Bureau requires a monthly monitoring report that tracks increases or decreases in transportation trips for Medicaid recipients receiving Medication-Assisted Treatment (MAT), including methadone and buprenorphine. This report supports trend analysis, service accessibility evaluations, and policy decisions by providing visibility into how transportation utilization changes over time for MAT patients.

Modivcare provides BMS with a structured monitoring report that details fluctuations in NEMT usage for MAT services. This report allows BMS to analyze trends, identify potential barriers to care, and adjust transportation resources as needed. By tracking changes in trip volume, Modivcare helps BMS assess service demand, provider accessibility, and member adherence to treatment schedules.

Our data reporting platform continuously collects and analyzes trip data related to MAT services, including transportation to methadone and buprenorphine treatment facilities. The MAT Monitoring Report provides:

- Month-over-month comparisons showing increases or decreases in transportation utilization.
- Breakdowns by treatment type (e.g., methadone, buprenorphine) to track trends across different MAT services.

- Regional insights to highlight geographic areas with significant fluctuations in MAT trip volume.
- Member utilization trends to evaluate whether fluctuations indicate potential adherence challenges.

This report is generated monthly and submitted to BMS in a HIPAA-compliant format, aligning with state reporting requirements.

Conclusion

Modivcare currently provides monthly transportation reports that track utilization trends for specialized populations, including MAT recipients. State Medicaid programs using Modivcare's reporting tools have successfully identified service gaps, optimized transportation resources, and improved access to MAT facilities based on data-driven insights. The Bureau can rely on this structured reporting process to monitor MAT transportation trends, support policy adjustments, and enhance member access to critical treatment services.

4.1.1.24 The vendor should describe how they will inform the Agency when providers are not compliant with verification that the member is being transported to a medically necessary service.

Provider Compliance Monitoring and Reporting to WV BMS

The Bureau needs timely notification when healthcare facilities fail to verify that a member is being transported to a medically necessary service. Monitoring trip verification compliance is critical for maintaining program integrity, preventing misuse of NEMT resources, and confirming that transportation services align with Medicaid-covered medical needs.

Modivcare actively monitors healthcare facilities' compliance with trip verification requirements and promptly reports any instances of non-compliance to BMS. This process helps prevent unauthorized trips, strengthens program oversight, and supports appropriate use of Medicaid resources. By providing detailed compliance reports and real-time alerts, BMS can take necessary corrective actions to address provider violations and reinforce accountability.

Modivcare employs a multi-layered compliance monitoring system to verify that healthcare providers confirm each trip is for a medically necessary service. The process includes:

- **Real-Time Trip Verification** – Facilities must electronically verify trip details before and after transport using Modivcare's HIPAA-compliant technology platform.
- **Automated Non-Compliance Alerts** – The system flags the trip for review if a facility fails to verify trip details. Modivcare's Compliance and Quality Assurance teams investigate and follow up with the facility to obtain verification.
- **Facility Training** – Modivcare works with non-compliant facilities to reinforce verification procedures

Modivcare currently monitors and enforces trip verification compliance in multiple state Medicaid programs, successfully identifying and reporting facility non-compliance to state agencies. This proactive approach reduces fraud, improves accountability, and increases Medicaid program integrity. By leveraging automated monitoring, real-time reporting, and direct collaboration with BMS, Modivcare provides full transparency in trip verification compliance and keeps BMS informed when providers do not meet requirements.

Office of Drug Control Policy - Optional Service

Contract services must meet or exceed the mandatory requirements listed below. The Office of Drug Control Policy will have authority for final approval of any and all implementation plans or other required materials specific to the Jobs and Hope program. All plan requests are to be submitted as part of the bid response.

4.1.1.25 The vendor should develop and submit a plan on their engagement process with the Jobs and Hope program transition agents, who will be responsible for booking non-medical travel with the NEMT broker.

Engagement Plan with Jobs and Hope Transition Agents

The Jobs and Hope program provides critical support to West Virginians overcoming substance use disorders by expanding career opportunities and improving long-term stability. Given the program's unique transportation needs, a structured engagement process with transition agents is necessary to facilitate non-medical travel arrangements while maintaining compliance with state guidelines. Transition agents serve as the primary point of contact for booking non-medical transportation, whereas Medicaid NEMT trips continue to be arranged directly with the member. To support the program effectively, Modivcare must integrate transition agents into the transportation process, maintain accurate eligibility records, and optimize trip scheduling and approval workflows.

Modivcare actively collaborates with Jobs and Hope transition agents to streamline non-medical transportation scheduling, making sure participants receive timely, authorized rides to approved locations. Our engagement process provides:

- A seamless trip booking experience for transition agents, integrating directly with our HIPAA-compliant transportation management platform.
- A structured training and communication plan to support transition agents in navigating the scheduling process.

Collaboration with Jobs and Hope WV

Our partnership with Jobs and Hope WV reflects our alignment with the State's priority to support individuals in recovery and workforce re-entry. We have supported multiple events, including the Jobs and Hope Celebration at the State Capitol, where our West Virginia Project Manager, Joshua McGill, joined the Governor, legislators, and program stakeholders to highlight program successes. Through these joint initiatives, we strengthen coordination between non-emergency medical transportation services and the State's broader recovery and employment programs, advancing West Virginia's vision for a healthier, more resilient population.



Participating in the Governor's Council Jobs and Hope WV on statewide initiatives to support recovery and employment opportunities

Technology-Driven Booking and Authorization Process

Modivcare's facility portal, TripCare, is fully integrated with our transportation management platform and allows transition agents to schedule non-medical transportation for Jobs and Hope participants. This web-based system provides:

Engagement with Transition Agents

Modivcare has established a direct communication channel with transition agents to provide training, real-time support, and ongoing collaboration. Our process includes:

- System access for transition agents, with designated user permissions to facilitate trip scheduling.
- Regular training sessions (virtual and in-person) to guide agents on trip booking, eligibility verification, and reporting features.
- Real-time assistance with booking issues and policy clarifications.
- Quarterly advisory meetings with Jobs and Hope representatives to assess program success, address challenges, and implement process improvements.

Data Management and Compliance Controls

Modivcare maintains real-time eligibility records by working closely with ODCP/BBH to enter and update participant information.

Implementation and Ongoing Program Enhancements

Modivcare's integrated platform and existing ride-sharing solution are fully operational across West Virginia, allowing for a smooth transition into continued service under the new contract. Our implementation strategy includes:

- Refining system configurations to match any contractual updates.
- Onboarding new transition agents and providing updated materials.
- Collaborating with Jobs and Hope leadership to identify new efficiencies.

Since January 2020, Modivcare has worked with the Jobs and Hope program administrators to develop and refine our transportation portal. These efforts have resulted in improved transportation access, reduced administrative burden on transition agents, and increased program efficiency.

By maintaining ongoing engagement with transition agents, refining system capabilities, and enforcing program

rules, Modivcare supports seamless, compliant transportation services for Jobs and Hope participants across West Virginia.

Note: Members dually enrolled in both Medicaid and the Jobs and Hope program will utilize the vendor's services. Medicaid NEMT travel will be arranged directly with the member. Any travel under the Jobs and Hope program must be arranged through the Jobs and Hope transition agent.

4.1.1.26 The vendor should develop and submit a strategic plan for how the vendor will design, develop, and implement a ridesharing solution.

Strategic Plan for Designing, Developing, and Implementing a Ride-Sharing Solution

West Virginia's Jobs and Hope program requires a comprehensive ride-sharing solution that enhances service availability, improves efficiency, and provides participants with convenient and timely transportation. A strategic plan must outline how Modivcare integrates ride-sharing technology, verifies eligibility, manages provider partnerships, and verifies a seamless experience for participants. By incorporating trusted transportation network companies (TNCs) and proprietary technology, Modivcare expands transportation access while maintaining compliance with BMS guidelines.

Modivcare's ridesharing solution expands transportation access, improves participant experiences, and streamlines NEMT operations. This multi-faceted approach allows participants to book rides efficiently. Integrating ride-sharing platforms like Lyft enhances real-time ride tracking, cost efficiency, and service reliability.

Integration of Ride-Sharing Platforms

Modivcare partners with Uber Health and Lyft to broaden service coverage and optimize trip scheduling for Jobs and Hope participants. These partnerships provide:

- Seamless GPS tracking to improve trip visibility and reduce missed connections.
- Wheelchair-accessible vehicle (WAV) options for participants with mobility challenges.
- Automated dispatching and routing technology to enhance on-time performance and reduce trip costs.

Eligibility Verification and Benefit Management

Modivcare oversees eligibility verification and benefit enforcement, confirming that participants can only book rides for authorized services. The system:

- Confirm participant status before trip approval.
- Restrict trip requests based on Jobs and Hope/State guidelines.
- Provides real-time notifications if additional approvals are required.

By leveraging proven technology partnerships, a scalable TNC model, and a multi-channel booking approach, Modivcare delivers a seamless, cost-efficient, and member-focused ride-sharing solution that aligns with Jobs and Hope program goals.

4.1.1.27 The vendor implements all contract requirements by the "go live" date of the contract.

Implementation of Contract Requirements by the "Go-Live" Date

Modivcare acknowledges that all contract requirements must be fully implemented by the "Go-Live" date to prevent service disruptions and allow a seamless transition under the new contract. As the incumbent NEMT broker, Modivcare already has all systems, processes, and provider networks in place, requiring only updates to align with any new contract terms if applicable.

We deliver a fully operational NEMT program on day one of the new contract by maintaining an established provider network, integrated technology platforms, and experienced personnel. This approach prevents gaps in transportation services, allowing members to continue accessing care without interruption. Any modifications required under the new contract will be integrated into existing workflows before the Go-Live date to maintain full compliance with BMS expectations.

Seamless Transition with No Service Disruptions

Since Modivcare is already fully operational in West Virginia, all trip scheduling, provider coordination, and compliance measures remain intact and uninterrupted. The member call center, trip management platform, and reporting systems will remain active, confirming that:

- All contracted transportation providers continue operating without disruption.
- Member eligibility and scheduling processes remain fully functional.
- Existing compliance measures, quality assurance programs, and fraud prevention systems remain in place.

Contract Alignment and System Enhancements

If the new contract includes updated policies or procedural changes, Modivcare will implement all necessary updates before the Go-Live date by:

- Modifying system configurations to reflect new contract requirements.
- Training staff on updated procedures to maintain operational readiness.
- Notifying transportation providers of any contractual changes to maintain compliance.
- Updating reporting metrics or compliance measures to align with BMS expectations.

Stakeholder Communication and Readiness

Modivcare engages with members, healthcare facilities, transportation providers, and BMS representatives to support a smooth transition before the new contract takes effect. This includes:

- Pre-Go-Live coordination meetings with BMS to confirm contract alignment.
- Proactive communication with providers to reinforce contract expectations.
- Member outreach to inform them of any procedural updates.

As the incumbent broker, Modivcare already meets all contract requirements and successfully operates the NEMT program in full compliance with BMS policies. Modivcare has consistently implemented system updates in past contract transitions, conducted staff training, and communicated with stakeholders before the Go-Live date to maintain uninterrupted services.

By leveraging existing infrastructure, preemptively implementing contractual updates, and maintaining proactive stakeholder engagement, Modivcare meets all contract requirements from day one, providing a seamless transition with no service disruptions for West Virginia Medicaid members.

4.1.1.28 The vendor should provide documentation of their experience within the last five (5) years' operating a statewide Transportation Services program(s).

Statewide Transportation Services Experience – Last Five Years

Modivcare is the most experienced NEMT broker in the nation, with more than 29 years of successful program operations. In addition to this experience, our expertise includes managing statewide transportation services for Medicaid agencies, Managed Care Organizations (MCOs), and other government-sponsored programs. Within the last five years, we have maintained a broad portfolio of statewide contracts, demonstrating our ability to deliver large-scale, compliant, cost-effective NEMT services. Additionally, Modivcare is the only broker nationwide with experience working with Jobs and Hope for the last five years and understanding the intricacies, challenges, nuances, and significant positive impact of Jobs and Hope on the individuals it helps as well as the state as a whole.

Experience Overview

Modivcare has operated multiple statewide NEMT programs across the country, providing timely service delivery, operational efficiency, and fiscal accountability. The table below details our statewide transportation contracts within the past five years.

	Service Area	Members	Annual Trips	Annual Calls	Year of 1st Contract
Delaware	Statewide	>240,000	>1.2M	>195,000	2002
Florida	26 Counties	>89,000	328,000	>104,000	2015
Georgia	3 Regions	>970,000	>2.5M	>550,000	1996
Maine	5 Regions	>210,000	>1.2M	>160,000	2013
Michigan	3 Counties	>175,000	>640,000	>270,000	2010
Mississippi	Statewide	>94,000	>344,000	>135,000	2024
New Jersey	Statewide	>1.7M	>6.0M	>1.4M	2009
Oklahoma	Statewide	>325,000	>1.1M	>375,000	2003
Pennsylvania	Philadelphia	>665,000	>2.1M	<200,000	2006
South Carolina	Statewide	>2.4M	>3.4M	>815,000	2007
Texas	Statewide	>6,000	<29,000	<25,000	2021
Utah	Statewide	>310,000	>226,000	>60,000	2014
Virginia	Statewide	>115,000	>2.9M	>531,000	2001
West Virginia	Statewide	>480,000	>2.3M	>275,000	2018

All contracts listed reflect similar and comparable services to those outlined in this RFP, including:

- Statewide transportation network management
- Trip scheduling, dispatch, and monitoring
- Utilization management and cost containment
- Fraud, waste, and abuse (FWA) prevention measures
- Compliance with federal and state Medicaid regulations

Program Success and Compliance

Modivcare's statewide NEMT operations consistently meet or exceeded on-time performance standards, operate within budgets, and make timely payments to our transportation providers and members who use mileage reimbursement, and have consistently fulfilled our commitments to other stakeholders. We maintain compliance with Medicaid and state transportation policies, deliver high member satisfaction, and reduce missed trip rates.

4.1.1.29 The vendor should provide a plan as to how they will provide statewide transportation services in all fifty-five (55) counties of West Virginia.

Plan for Providing Statewide Transportation Services Across All 55 Counties in West Virginia

West Virginia's NEMT program requires a reliable, scalable, and fully operational statewide transportation network that makes sure BBH members and Jobs and Hope participants have consistent access to transportation in all 55 counties. This includes rural and underserved areas, where transportation barriers often limit access to healthcare and employment services. The plan must address network adequacy, trip volume management, provider engagement, and ongoing service monitoring to meet the state's needs.

Modivcare provides comprehensive statewide transportation services, leveraging an established, credentialed network of transportation providers, national ride-sharing partnerships, and alternative mobility solutions to support members across all 55 counties in West Virginia. Our statewide NEMT infrastructure enables:

- Uninterrupted trip access is available for all BBH members and Jobs and Hope participants, regardless of location.
- A diverse transportation provider network, including ambulatory, wheelchair-accessible, and multi-passenger vehicles.
- Real-time network monitoring to maintain adequate capacity and coverage.

Statewide NEMT Network

Modivcare's credentialed transportation network consists of 104 NEMT providers with 379 vehicles covering all urban, suburban, and rural counties across West Virginia. This includes:

- Ambulatory and wheelchair-accessible providers for routine and specialized transport.
- Transit agencies and taxi services to enhance same-day trip availability.
- Independent drivers and non-traditional providers to fill gaps in remote areas.

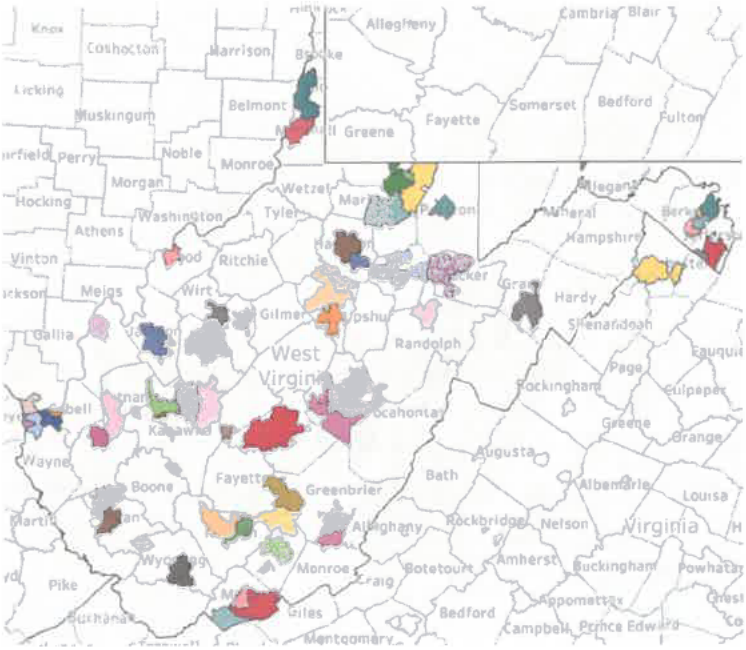


Figure #: Map of Modivcare's West Virginia network of transportation providers who service all 55 counties.

Jobs and Hope Program Transportation

As the transportation provider for West Virginia's Jobs and Hope program and BBH members, Modivcare facilitates non-medical transportation for program participants through:

- Lyft ride-sharing services currently fulfill trips in urban areas.
- Expanded provider access, allowing transition agents to book on-demand and scheduled rides statewide.
- Multi-passenger vehicles, taxis, and public transit partnerships to meet growing demand.
- Gas mileage reimbursement for friends and family members providing eligible transportation.

Jobs & Hope Growth: Lives Transformed by Transportation Access

Across West Virginia, the Jobs & Hope partnership has shifted from a small pilot to a statewide lifeline—thanks in part to Modivcare's accessible transportation solutions.

Impact Story: A Participant's Journey

"Through the Jobs & Hope WV and Modivcare partnership, countless West Virginians now have the means to break free from transportation barriers, changing lives and creating a direct impact on families and communities across the state."

— Deb Harris, Manager of WV Schools of Diversion and Transition / Jobs & Hope West Virginia

This reflects more than just completed rides. Many participants, once unable to attend appointments, are now on the path to independence—completing recovery programs, securing employment, and regaining self-sufficiency.

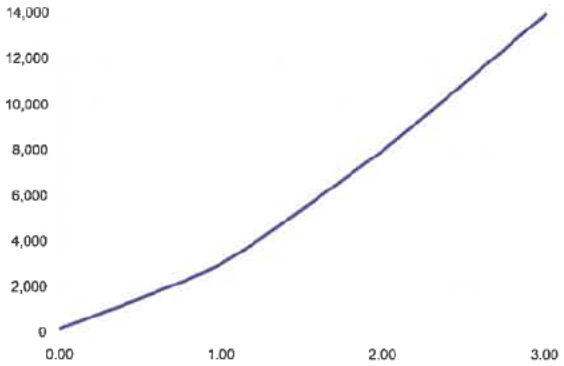
Since November 2020:

Over 120,000 trip legs provided — spanning more than **2.2 million miles.**

495 participants have graduated from Jobs & Hope; **5,124 have gained employment**, earning an average of **$33,398**, contributing **$17.2 million** in combined salaries.

1,244 participants are no longer reliant on SNAP benefits—delivering over **$4.8 million in annual cost savings.**

Below is a multi-year growth chart showing the expansion of Jobs & Hope WV transportation — from 125 trips per month in Year 1 to about 14,000 trips per month in Year 4.



Why This Matters

Head: Clear, verifiable performance growth—from 125 to 14,000 rides monthly — corroborated with financial and social outcomes.

Heart: Individual progress and community uplift woven into the narrative—how transportation enabled training completion and financial independence.

Credibility: These details prove both operational capacity and positive societal impact.

Real-Time Network Monitoring and Capacity Planning

Modivcare's Provider Relations and Network Management teams continuously monitor trip demand and provider capacity across all counties using advanced reporting and mapping tools. These systems allow us to:

- Track trip volume trends by county daily, weekly, and monthly.
- Identify and address potential coverage gaps before they affect service.
- Adjust provider assignments and onboard additional transportation partners as needed.
- Deploy high-capacity providers for multi-load trips when demand surges.

Operational Oversight and Scalability

Modivcare's West Virginia-based operations managers oversee statewide service delivery by:

- Conducting network adequacy reviews to confirm resources align with demand.
- Working with existing providers to expand capacity before seeking new partnerships.
- Evaluating provider performance metrics to maintain service reliability and compliance.
- Engaging with community stakeholders to improve local access and trip coordination.

Modivcare has successfully managed the West Virginia NEMT program for seven years, completing over 1.9 million trips statewide in 2024. Our existing infrastructure, experienced team, and extensive transportation network allow us to seamlessly meet contract requirements, maintain high service levels, and provide continuous transportation access in all 55 counties.

By leveraging real-time monitoring, network optimization, and diverse transportation solutions, Modivcare delivers a fully functional, adaptable, and efficient statewide transportation program that meets the needs of BBH members and Jobs and Hope participants—now and in the future.

4.1.1.30 The vendor should provideaplan as to how they will provide on-demand ride response services with responses occurring within a maximum of one 24-hour period.

Plan for Providing On-Demand Ride Response Services Within 24 Hours

Modivcare understands that West Virginia's NEMT program must have on-demand ride-response services to accommodate members who need urgent, non-emergency transportation. These requests must be fulfilled within a maximum of 24 hours to confirm timely access to healthcare and other essential services. The solution must be scalable, statewide, and capable of dispatching trips with minimal lead time, utilizing multiple transportation modes to optimize availability, efficiency, and cost-effectiveness.

Twenty-Four Hour Access to Services

Members who call West Virginia's toll-free number always have access to a live agent. West Virginia's primary local business office agents are available during normal business hours to respond to calls for advance notice and urgent trips, complaint documentation, ride assistance, and general program-related questions. After-hours calls and calls received on weekends and holidays automatically "roll" to one of our national contact centers, primarily our Norton, Virginia, contact center. We have trained agents available to accept calls for urgent/same-day transportation, ride assistance, and complaints 24/7. Staff in our after-hours call centers have access to the same technology, program policies, and member data, confirming Modivcare's continued compliance with BMS's standards and proper gatekeeping for every call 24/7.

As previously mentioned, Modivcare provides on-demand transportation services across all 55 counties using a combination of ride-sharing partnerships, taxi providers, and NEMT fleet vehicles. By integrating real-time ride dispatching technology with a diverse statewide transportation network, Modivcare successfully:

- Responds to on-demand ride requests within minutes to a maximum of 24 hours.
- Confirms broad geographic coverage, including urban and rural areas.
- Utilizes Lyft (for Jobs and Hope), taxis, and dedicated providers to provide immediate trip availability.
- Maintains cost efficiency by optimizing provider selection based on proximity and availability.

Ride-Sharing Partnerships for Immediate Response

Modivcare partners with Lyft and Uber Health to deliver real-time ride dispatching for eligible Jobs and Hope participants. Requests initiated through our HIPAA-compliant transportation management platform are automatically matched with an available Lyft driver within minutes, providing:

- Quick response times for urgent trip needs.
- Service availability in urban and suburban areas with high ride-share penetration.
- A seamless booking and dispatch process is available through Modivcare's integrated system.

Statewide NEMT Provider Network for On-Demand Requests

Modivcare leverages its established network of NEMT providers to fulfill on-demand trip requests.

- Dedicated standby vehicles: Select NEMT providers reserve vehicles for on-demand, will-call, or trip recovery services during designated periods.

- Taxis for same-day transport: Taxi services supplement ride availability for members needing immediate transport when more cost-efficient alternatives are unavailable.
- Specialized vehicle access: Members requiring wheelchair-accessible or enhanced transport are matched with providers capable of fulfilling urgent trip needs within 24 hours.

Conclusion

Modivcare has successfully operated on-demand ride response services in multiple states, utilizing Lyft, Uber Health, taxis, and contracted NEMT providers to fulfill urgent, same-day, and next-day trip requests. Our existing West Virginia NEMT network can respond to all on-demand requests within 24 hours, confirming timely access to care while maintaining cost-effective service delivery.

By leveraging ride-sharing partnerships and a dedicated provider network, Modivcare efficiently manages and fulfills on-demand ride requests across the entire state, delivering seamless, responsive, and reliable transportation services for West Virginia Medicaid members.

4.1.1.31 The vendor should provide a detailed plan outlining its strategy to arrive on time per the scheduled booking.

Strategy to Arrive On Time per the Scheduled Booking

Modivcare applies a multi-layered approach that combines rigorous provider selection, real-time monitoring, and proactive intervention to achieve on-time arrivals for members, including those accessing critical services such as detox, MAT, and other behavioral health treatments under ODCP.

Selecting and Supporting High-Performing Transportation Providers

Rigorous credentialing: Every transportation provider completes background checks, vehicle inspections, ADA-compliance verification, and driver training before entering our network.

Performance-based contracting: We prioritize providers with demonstrated histories of timeliness, safety, and professionalism. Provider contracts include specific service-level expectations tied to on-time performance.

Behavioral health alignment: Given the unique needs of ODCP participants, we target providers who show a commitment to trauma-informed care, sensitivity to stigma, and willingness to respond to urgent and after-hours trips common in recovery journeys.

Continuous improvement: Providers receive quarterly performance scorecards. Those with strong on-time records are rewarded with greater trip volume; those with deficiencies are coached through corrective action plans.

Remote Monitoring through Integrated Mobile Options

Modivcare Drive app: Proprietary GPS-enabled technology connects drivers directly to our ATMS, transmitting real-time trip data, vehicle location, and member pick-up/drop-off confirmations. More than 85% of trips in West Virginia are fully digital.



Third-party ATMS integration: While we offer our own ATMS platform at no cost to transportation providers, we gladly accommodate providers using systems such as MediRoutes or CTS, connecting via API, capturing live operational data, and reinforcing transparency.

Independent drivers and recovery networks: Friends, family, volunteers, and members themselves may also use the app to streamline mileage reimbursement and confirm attendance.

Predictive and Proactive Trip Oversight

Our Workflow platform continuously monitors all scheduled trips. When risk of delay is detected, alerts are routed to our Customer Advocate Team.

Recovery vehicles located near the member's pickup site are identified in real time, allowing reassignment before a member misses a treatment appointment.

Members receive live notifications of driver arrival, changes in provider assignment, or updates to ride status.

Results in Comparable Programs

In high-volume states such as New Jersey, we have prevented the cancellation of nearly 26,000 rides by detecting delays early and reassigning trips. This approach translates directly to West Virginia, where timely access to MAT and detox is a matter of both health and recovery stability.

4.1.1.32 The vendor should describe how they will use multi-passenger trips when possible.

Utilization of Multi-Passenger Trips for Jobs and Hope Participants

Modivcare recognizes that Jobs and Hope and BBH participants often travel to recurring treatment, recovery support, and workforce-related appointments that align naturally with multi-passenger trip coordination. By strategically grouping participants with shared destinations or overlapping schedules, we maximize efficiency while supporting ODCP's mission to remove barriers to sustained recovery and employment.

Strategic Multi-Passenger Coordination

Shared recovery and treatment destinations: Participants traveling to MAT clinics, detox facilities, counseling sessions, and recovery residences are scheduled into shared rides whenever feasible.

Workforce readiness and training: Job training sites, community colleges, and career centers are prioritized for multi-passenger assignments, reducing the number of vehicles required for large cohorts.

Recurring recovery programs: Group sessions such as outpatient treatment, peer support meetings, and vocational workshops benefit from consistent ride-sharing to keep participants engaged and on time.

Jobs and Hope and BBH Integration

Collaboration with Transition Agents: Transition agents provide participant schedules directly to Modivcare, allowing us to cluster rides based on geography, appointment type, and time.

Real-time scheduling platform: Our system proactively identifies opportunities to multi-load Jobs and Hope and BBH participants, lowering the per-trip cost while sustaining safe, timely service.

Urgent or recovery-sensitive transport: When participants are discharged from detox or moving between treatment levels (e.g., residential to outpatient), grouped transport options are prioritized to stabilize engagement and limit no-shows.

Provider and Facility Coordination

Providers with multi-passenger vehicles receive bundled assignments that increase vehicle utilization and revenue per mile.

Facilities such as behavioral health clinics, job training centers, and MAT providers work with Modivcare to align schedules, creating predictable ride-sharing opportunities.

Boarding and drop-off processes are streamlined to support dignity, minimize wait times, and promote on-time arrivals.

Program Impact

Cost efficiency: Multi-loading reduces mileage reimbursements and overall transportation costs, extending program resources further.

Expanded access: More participants are served per trip, which is particularly valuable in rural counties with limited transportation availability.

Participant stability: Multi-passenger coordination strengthens recovery outcomes and supports long-term employment by minimizing missed appointments for treatment, training, or interviews.

4.1.1.33 The vendor should provide a plan as to how they will maintain an eighty (80) percent on-time rate for all rides authorized using the ride booking platform.

Plan to Maintain an 80% On-Time Rate for Jobs and Hope and BBH Rides

Jobs and Hope participants and BBH clients often rely on transportation to reach time-sensitive services such as detox admission, MAT appointments, counseling, job training, and recovery housing. Recognizing the critical nature of these rides, Modivcare applies a targeted strategy, and we meet and sustain the required 80% on-time rate today - for all rides booked through the ODCP ride platform.

Technology-Driven Scheduling for Recovery and Workforce Trips

Dynamic routing and traffic analysis: Our platform uses GPS and live traffic data to optimize pick-up windows and anticipate delays before they occur.

Grouped scheduling: Participants traveling to shared recovery sessions, job readiness training, or treatment facilities are scheduled together, reducing the number of vehicles required while maintaining punctuality.

Proactive alerts: Automated alerts flag trips at risk of delay, triggering immediate review and re-routing when necessary.

Provider Accountability with Recovery-Sensitive Standards

Contracts with expectations: All transportation providers contracted for Jobs and Hope and BBH rides agree to explicit on-time performance standards aligned with the 80% SLA.

Scorecards with a recovery focus: Providers receive monthly reports that break out on-time performance specifically for behavioral health and workforce trips.

Corrective action for underperformance: When a provider falls below 80%, we implement coaching, increased monitoring, or shift trip assignments to higher-performing providers.

Real-Time GPS Tracking and Rapid Intervention

Vehicles assigned to Jobs and Hope and BBH rides are tracked in real time, providing live arrival estimates to participants, transition agents, and facilities.

When a delay is detected, our Workflow system identifies the nearest backup vehicle and reassigns the ride if needed, keeping the participant on track for treatment or employment.

Contingency Planning for West Virginia's Conditions

Weather-sensitive rescheduling: Non-urgent trips are rescheduled in advance of severe weather, while urgent treatment or recovery trips are prioritized.

Equipped providers: When terrain or weather limits access, we dispatch providers with vehicles suited for rural or mountain travel.

Resource allocation: High-priority trips (e.g., detox intake, job interviews, MAT dosing) are given backup capacity to reduce risk of missed appointments.

Track Record of Meeting SLA Commitments

Across other statewide programs, Modivcare consistently meets or exceeds the 80% on-time performance requirement. Applying these proven methods to Jobs and Hope and BBH confirms that participants arrive at critical appointments as scheduled, supporting both treatment engagement and long-term recovery stability.

4.1.1.34 The vendor should provide an approach and methodology to personnel management that include contingency plans to ensure adequate coverage of program needs andrequirements.

Approach and Methodology for Personnel Management and Contingency Planning – BBH and Jobs and Hope

Modivcare's personnel management strategy is designed to meet the unique needs of Jobs and Hope participants and BBH members, who often require urgent, recovery-focused, or workforce-related transportation. These trips demand responsive scheduling, sensitivity to participant circumstances, and robust contingency plans to guarantee service continuity.

Workforce Planning and Scheduling

Predictive staffing: Workforce management software anticipates call and trip volume based on historical patterns, such as morning MAT dosing, evening peer recovery meetings, and job training classes.

Dynamic scheduling: Supervisors adjust staffing in real time to handle urgent detox admissions, last-minute counseling appointments, or unexpected workforce-related trip requests.

Cross-trained personnel: Call center staff are trained to manage both routine transportation and urgent recovery trips, providing flexibility and responsiveness.

Contingency Planning and Emergency Coverage

After-hours and weekend coverage: Our Norton, Virginia center supplements Charleston operations to handle evening, weekend, and holiday calls — critical for recovery-related transportation that often occurs outside standard hours. Additionally, Modivcare operates several national 24/7 call centers that can handle these calls only with client approval.

Nationwide backup capacity: In the event of a major disruption, Modivcare's URAC-accredited call centers across the country can assume Jobs and Hope/BBH operations using the same systems and data access.

Disaster recovery protocols: Calls and ride requests automatically reroute during outages, allowing participants continued access to detox, MAT, and other behavioral health or workforce services.

Recruitment, Training, and Retention Strategy

Local recruitment and training: Staff are hired in West Virginia and trained in the specific needs of Jobs and Hope participants and BBH members.

Behavioral health sensitivity: Training includes trauma-informed communication, stigma reduction, and protocols for managing urgent recovery-related transportation.

Retention through coaching and advancement: Ongoing coaching and cross-training strengthen expertise, support staff satisfaction, and build program stability.

Program-Specific Coverage

Jobs and Hope: Personnel coordinate closely with transition agents to align trip scheduling for court obligations, training, recovery programs, and job interviews.

BBH: Staff are trained to prioritize behavioral health appointments that, if missed, could disrupt continuity of care, such as therapy sessions, MAT dosing, or outpatient services.

Urgent response: Supervisors can immediately deploy backup resources when an urgent behavioral health or recovery trip is flagged as at risk.

Proven Experience

Modivcare has successfully staffed and supported recovery-focused transportation programs across multiple states, consistently meeting staffing and contingency requirements. By applying predictive workforce planning, specialized training, and multi-layered backup coverage, Modivcare maintains continuous support for Jobs and Hope and BBH participants.

4.1.1.35 The vendor should provide a plan as to how they will develop and implement a platform for users with the following services:
4.1.1.35.1 Ride scheduling and dispatch platform for participants by an Authorized User.
4.1.1.35.2 Coordinated transportation network services.
4.1.1.35.3 Network intelligence applications (analytics and reporting tools).
4.1.1.35.4 In person training and on-boarding of Authorized Users.

Development and Implementation of the BBH and Jobs and Hope Transportation Platform

Modivcare is committed to delivering a secure, user-friendly, and recovery-focused transportation platform designed to support BBH and Jobs and Hope participants. The platform integrates ride scheduling, coordinated transportation services, advanced analytics, and training and materials for authorized users, creating an operationally efficient and participant-centered system.

4.1.1.35.1 Ride Scheduling and Dispatch Platform for Participants by an Authorized User

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Authorized User access: Jobs and Hope transition agents and other approved staff have direct access to a web-based scheduling system.

Centralized booking: Authorized Users can schedule one-time trips, standing orders (e.g., recurring MAT, counseling, or job training), and urgent rides.

Mobile-enabled: Participants may receive SMS/app notifications of driver arrival, reducing missed connections and late trips.

4.1.1.35.2 Coordinated Transportation Network Services

Integrated provider network: The system connects to Modivcare's contracted transportation providers across all 55 counties, including fleets with multi-passenger capacity and recovery-sensitive drivers.

Optimized routing: Participants traveling to shared destinations—such as MAT clinics, counseling centers, job training sites, or recovery housing—are automatically grouped for multi-passenger rides.

Backup dispatch: If a scheduled provider is delayed, the system identifies alternate providers in real time, minimizing the risk of missed behavioral health or workforce appointments.

Specialized support: The system flags providers for unique capabilities (e.g., rural access vehicles, wheelchair-accessible vans, or recovery program familiarity).

4.1.1.35.3 Network Intelligence Applications (Analytics and Reporting Tools)

Recovery engagement tracking: Analytics highlight transportation to key services such as MAT dosing, counseling, and job readiness training, helping identify gaps in participant engagement.

Geographic insights: Reporting tools map usage by county, surfacing rural coverage needs, and supporting targeted provider recruitment in underserved areas.

Compliance monitoring: Built-in SLA reporting confirms adherence to the 80% on-time requirement and other program standards.

4.1.1.35.4 In-Person Training and Onboarding of Authorized Users

Transition agent training: Jobs and Hope agents receive in-person onboarding on how to schedule trips, monitor status, and intervene when urgent transportation is required.

BBH staff education: Care coordinators and treatment providers are trained to align trip scheduling with treatment plans, reducing no-shows and disruptions in care.

Training materials: User manuals, quick reference guides, and refresher sessions are provided to support ongoing Authorized User competency.

Continuous support: Modivcare staff attend Jobs and Hope quarterly meetings as needed or requested. Additionally, Jobs and Hope agents receive support from our local Exceptions Team.

Summary

By integrating ride scheduling and dispatch, coordinated network services, advanced analytics, and robust Authorized User training, Modivcare provides BBH and Jobs and Hope with a transportation platform that promotes reliable access to treatment, recovery, and workforce readiness services. This approach reduces missed appointments, improves program accountability, and strengthens participant outcomes across West Virginia.

4.1.1.36 The vendor should provide a plan as to how they will conduct training and education about the application to Authorized Users as designated by the ODCP.

Plan for Training and Education on the Application for Authorized Users

The Office of Drug Control Policy (ODCP) requires a structured training and education program for authorized users to navigate the transportation application effectively. Modivcare must provide in-person training, virtual sessions, and ongoing educational resources tailored to user needs to facilitate seamless adoption and proficiency. A flexible, accessible approach verifies that all designated authorized users can efficiently schedule, track, and manage transportation services within the platform.

Modivcare delivers comprehensive training and support to authorized users by:

- Conducting structured training sessions.
- Providing user-friendly educational materials, including guides, videos, and FAQs.
- Offering ongoing training and refresher courses as needed.
- Attending quarterly meetings as needed.
- Maintaining dedicated support channels for continuous user assistance.

This helps confirm that all authorized users have the knowledge and confidence to use the platform effectively, reducing errors, improving efficiency, and enhancing user experience.

Training Sessions

Modivcare's local staff provides training for authorized users and supports personalized instruction.

- Face-to-face training is scheduled for new authorized users and those requesting refresher courses.
- Virtual webinar sessions are available for users with limited availability or remote work constraints.
- Live platform demonstrations guide users through trip booking, tracking, and reporting.

Educational Materials and Self-Guided Learning

Authorized users receive comprehensive training materials, including:

- A detailed User Guide outlining platform features and step-by-step processes.
- Training videos and tutorials available for on-demand reference.
- Regular release notes and system updates, informing users of enhancements or new functionalities.
- Access to the Modivcare West Virginia facilities webpage (https://www.modivcare.com/facilities/wv/) for additional resources.

Ongoing Support and Refresher Training

Modivcare provides continuous education and technical assistance through:

- Supplemental training sessions based on user feedback and evolving program needs.
- One-on-one support for users requiring additional assistance.
- Quarterly refresher courses to reinforce best practices and address system updates.
- Real-time troubleshooting and user inquiries.

Conclusion

Modivcare's training and education framework is already in place, successfully supporting transition agents and authorized users in West Virginia.

- Current staff have extensive experience in training ODCP-designated users.
- Webinar training has proven effective, providing convenient access to education without disrupting daily workflows.
- Existing training materials and digital resources confirm easy adoption and continued platform proficiency.

By delivering structured, flexible, and user-focused training, Modivcare verifies that all authorized users are fully equipped to use the platform effectively, supporting the seamless operation of the West Virginia transportation program.

4.1.1.37 The vendor should outline their approach to meeting the monthly reporting requirements set forth by ODCP. These reports should facilitate effective monitoring of service level agreements to ensure compliance.

Compliance with Monthly Reporting for the Office of Drug Control Policy

The Office of Drug Control Policy (ODCP) requires monthly reporting to monitor compliance with service level agreements (SLAs) for the Jobs and Hope program. Reports must be accurate, timely, and structured to align with ODCP's data requirements to facilitate compliance monitoring, performance evaluation, and program oversight.

Modivcare provides comprehensive, ODCP-compliant monthly reports that accurately track program performance and SLA adherence. The reports are submitted in the required format within the ODCP's designated timeframe and provide data-driven insights to support ongoing program improvements.

Report Development and Customization

Following the contract re-award, Modivcare will meet with ODCP to:

- Confirm required report formats, data elements, and submission deadlines.
- Identify the designated ODCP point of contact for reporting communications.
- Establish the official submission protocol to streamline report delivery.

Automated Data Extraction and Quality Review

- West Virginia's Business/Data Analyst, Jim Williams, oversees the monthly reporting process.
- Reports are be generated through Modivcare's transportation management platform, confirming real-time data accuracy and consistency.
- Reports are reviewed for completeness before submission to prevent discrepancies.

Timely Submission and Compliance Monitoring

- Reports are submitted on schedule, following ODCP's reporting protocols.
- Modivcare works with ODCP to refine reporting structures to accommodate any program modifications.
- Ongoing collaboration with ODCP verifies reports to support compliance monitoring and performance evaluations effectively.

Modivcare has successfully provided monthly compliance reports for multiple state programs, adhering to reporting standards and submission deadlines. Our structured data validation and submission process confirms that ODCP receives reliable, actionable insights to assess program compliance effectively.

4.1.1.38 The vendor should describe their plan to partner with ODCP/BBH on the option to roll after-hours calls over to a 24/7 behavioral health line.

Plan to Continue Partnering with ODCP/BBH on Rolling After-Hours Calls to a 24/7 Behavioral Health Line

Modivcare is keenly familiar with the need to have a seamless process for handling after-hours calls related to behavioral health and addiction support. To enhance accessibility and make sure individuals receive the appropriate assistance, Modivcare has coordinated with ODCP/BBH to define the criteria for transferring calls to the Help4WV

24/7 behavioral health line while maintaining compliance with privacy protocols and program guidelines.

Modivcare's after-hours call handling process integrates with ODCP/BBH's behavioral health support system, verifying that individuals in crisis are connected with behavioral health professionals without delay, that call transfers follow a structured, approved protocol that aligns with ODCP/BBH policies, and that transportation requests related to behavioral health services are handled efficiently and appropriately.

By maintaining this direct partnership with ODCP/BBH, Modivcare streamlines communication and confirms individuals receive the right level of care and support after business hours.

Transferring Calls to the Behavioral Health Line

- Modivcare's after-hours agents immediately transfer calls related to addiction or mental health concerns to the Help4WV line, following ODCP/BBH's designated protocol.
- During the implementation phase, Modivcare and ODCP/BBH establish clear criteria for identifying calls that should be routed to the Help4WV line.
- Finalized procedures are incorporated into operational manuals and staff training materials to confirm consistent execution.

Receiving Calls from the Behavioral Health Line for Transportation Requests

- Modivcare's after-hours agents are available to respond to transportation requests initiated by behavioral health agents after normal business hours.
- Upon receiving a request, agents:
- Verify the individual's Medicaid eligibility using the DXC system.
- Confirm the address on file for accuracy.
- Check that the destination service provider is Medicaid-approved before scheduling a trip.
- If the individual's Medicaid Identification Number is not found, Modivcare instructs the behavioral health agent to complete a Presumptive Eligibility form. Transportation is scheduled once the ID appears as active in the Medicaid Management Information System (MMIS).

Ongoing Collaboration with ODCP/BBH

- Modivcare works closely with ODCP/BBH to refine and optimize the call transfer process as needed.
- Quarterly performance reviews assess the call transfer system's effectiveness and identify areas for improvement.
- Regular training for call center agents confirms adherence to approved protocols and maintains high-quality service for individuals seeking behavioral health assistance.

Modivcare operates an after-hours call center in Norton, Virginia, with structured call triage and transfer protocols. It successfully coordinates transportation and crisis response services in multiple state Medicaid programs. Our relationship with ODCP/BBH and the Help4WV line allows for a seamless continuation of services under this contract.

By integrating Modivcare's after-hours operations with ODCP/BBH's 24/7 behavioral health support line, individuals receive timely, appropriate transportation services, assisting with effective crisis response and uninterrupted access to essential resources.

4.1.1.39 The vendor should describe their plan to partner with ODCP/BBH on options for people to receive transportation to a behavioral health level of care not eligible for NEMT; for example, those leaving one level of SUD treatment service (e.g., residential treatment, crisis service, hospital, etc.) to be transported to another level of care, such as recovery residences; or to the safest and most secure location for interim services while the person waits for another level of residential service or receives outpatient treatment services.

Partnering with ODCP/BBH on Transportation for Individuals Not Eligible for NEMT

Many individuals transitioning between behavioral health treatment levels—such as moving from residential treatment, crisis services, or hospitals to recovery residences or interim support locations—may not qualify for Medicaid Non-Emergency Medical Transportation (NEMT). To fill this service gap, Modivcare must collaborate with the Office of Drug Control Policy (ODCP) and the Bureau for Behavioral Health (BBH) to establish clear transportation guidelines, an authorization process, and a funding mechanism to provide safe and reliable transportation for these individuals.

Modivcare partners with ODCP/BBH to establish a structured process for transporting individuals not eligible for NEMT, confirming that:

- People leaving one level of care have safe and timely transportation to the next appropriate setting.
- A defined authorization process verifies eligibility for BBH-funded transportation before trip scheduling.
- Transportation services are efficiently coordinated to minimize delays and disruptions in care.
- Costs are appropriately billed to BBH only when Medicaid NEMT is not available.

This partnership enhances continuity of care, improves access to recovery-focused transportation, and confirms individuals in vulnerable situations receive the support they need.

Collaboration with ODCP/BBH to Establish Transportation Guidelines

Upon contract re-award, Modivcare will continue working with ODCP/BBH to define eligibility criteria for behavioral health transportation services outside of Medicaid NEMT. A structured authorization process is developed, including:

- A designated point of contact for approvals.
- Integration of systems to confirm eligibility before trip scheduling.
- Clear trip documentation and reporting to BBH.

Transportation for Individuals Transitioning Between Levels of Behavioral Healthcare

Modivcare coordinates rides for individuals moving from:

- Residential treatment to recovery residences.
- Hospitals or crisis centers to interim safe locations.
- Facilities for outpatient treatment services.

If a caller needs behavioral health transportation but does not qualify for Medicaid NEMT, Modivcare documents the circumstances and lack of Medicaid eligibility for BBH reporting and determines transportation feasibility on a case-by-case basis.

Billing and Cost Management

Transportation services are only billed to BBH when Medicaid NEMT is not available. We collaborated with BBH to develop a cost structure aligning with program guidelines and maintain ongoing data tracking and reporting to verify service utilization and spending transparency.

Conclusion

Modivcare has successfully worked with state agencies, behavioral health programs, and Medicaid offices to coordinate non-NEMT transportation solutions for vulnerable populations. Through structured partnerships, defined authorization processes, and real-time communication with behavioral health agencies, we assist individuals transitioning between treatment levels with uninterrupted access to care.

Working closely with ODCP/BBH, Modivcare provides a scalable, transparent, and efficient transportation solution that helps confirm individuals receive safe and reliable transportation between behavioral health service levels, even when Medicaid NEMT is not an option.

4.1.1.40 The vendor should describe their plan to partner with ODCP/BBH on optional initiatives to recruit drivers/driving services or other methods to increase acceptance call rates in counties with a history of unsuccessful trips.

Continued Partnerships with ODCP/BBH on Driver Recruitment and Increasing Trip Acceptance Rates in Underserved Counties

Trips in certain counties in West Virginia have low trip acceptance rates and frequent unsuccessful trips, creating challenges in connecting Jobs and Hope program participants and behavioral health service users with reliable transportation. To address these gaps, Modivcare partners with the ODCP and the BBH to implement targeted driver recruitment, provider engagement strategies, and alternative transportation solutions in areas with historically low acceptance rates.

Through a data-driven recruitment strategy and community engagement, Modivcare works with ODCP/BBH to:

- Identify underserved counties where additional transportation providers are needed.
- Recruit and onboard new drivers and providers through targeted outreach, community partnerships, and public forums.
- Incentivize participation with competitive payment models and performance-based rewards.
- Deploy alternative transportation options, such as gas mileage reimbursement (GMR), facility-owned vehicles, and transit partnerships.

These initiatives increase trip acceptance rates, expand service coverage, and reduce transportation barriers for program participants.

County-Based Network Health Assessment

Modivcare utilizes its proprietary Network Health Assessment tool to analyze trip data, provider availability, and call center reports to pinpoint areas where additional transportation resources are needed. This tool:

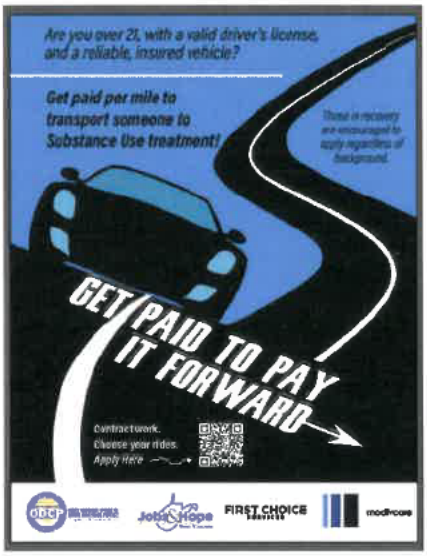
- Identifies transportation deserts based on trip cancellation data, provider density, and local transit options.
- Categorizes counties by demand and capacity needs to focus recruitment efforts where they have the greatest impact.
- Monitors provider mix and performance trends, adjusting recruitment strategies as conditions change.

Expanding the Provider Network

- Direct outreach to local transportation companies, independent drivers, taxi services, and transit agencies increases capacity in areas with frequent unfulfilled trip requests.
- Negotiating individual service delivery rates confirms that rural and high-demand areas remain attractive for providers, using a Fair Market Value payment model that:
- Classifies counties into density groups to determine appropriate rate ranges.
- Collects operational cost data to offer competitive and sustainable rates.
- Adjusts payment rates periodically to align with program needs.
- Performance-based payment incentives encourage high-quality service. Through the Champion Program, providers demonstrating on-time performance, cost efficiency, and low complaint rates receive priority trip assignments, reinforcing network stability and reliability.

Public Forums and Community Engagement

Town hall meetings and provider forums introduce potential transportation providers to the program. Event details are shared through local newspapers, county offices, and community networks to reach a broad audience. Attendees receive training on trip scheduling, reimbursement models, and service expectations before joining the network, confirming they are well-prepared.



Get Paid to Pay it Forward

In West Virginia, Modivcare collaborates with BMS, Jobs and Hope WV, and First Choice Services to grow the network of independent drivers. These partnerships create opportunities for individuals, including those in recovery, to contribute meaningfully by transporting community members to vital services such as medical appointments, counseling sessions, and job training. Many participants view this work as a way to give back and support others on their path to health and stability.

Alternative Transportation Solutions

Where traditional transportation providers remain limited, Modivcare implements additional strategies to increase trip acceptance rates and coverage:

- Gas Mileage Reimbursement (GMR): Expanding the GMR program allows family, friends, and volunteers to provide transportation, increasing flexibility and reducing reliance on commercial providers.
- Facility-Owned Vehicles: Partnering with behavioral health centers, treatment facilities, and social service organizations that own vehicles allows these entities to provide transportation for program participants.
- Public Transit Partnerships: Modivcare collaborates with local transit agencies to integrate existing services, increasing ride availability while reducing costs.

Modivcare has successfully expanded provider networks and improved trip acceptance rates in multiple state Medicaid and behavioral health programs, including West Virginia, demonstrating the effectiveness of these strategies:

West Virginia

Partnered with 17 transit agencies to increase public transit utilization by 72%, contracted with 11 behavioral health facilities with fleet vehicles, and increased GMR usage from 40% to 60% of all trips.

Maine

Expanded the transportation provider network by 100%, increasing vehicles by 252% and drivers by 314%, significantly reducing reliance on mileage reimbursement.

Oklahoma

Partnered with 16 rural public transit agencies (5311s) to increase rural trip coverage, with 32% of all trip volume now serviced through these providers.

Conclusion

Modivcare's experience in building strong transportation networks helps confirm that West Virginia's underserved areas gain access to reliable transportation services.

- Recruitment strategies have successfully increased provider participation and service availability in rural and high-demand areas.

- Collaboration with ODCP/BBH allows ongoing evaluation and refinement of recruitment efforts based on real-time trip data.

Integrating data-driven recruitment, provider incentives, and alternative transportation models, we expand access to behavioral health and Jobs and Hope transportation services, improving trip acceptance rates across West Virginia.

4.1.1.41 The vendor should describe their plan to partner with ODCP, as part of their Education for Providers, to educate behavioral health providers on the process for "urgent" protocols in which the receiving facility verifies the individual's both urgent and requiring services within a certain number of hours.

Partnering with ODCP on Educating Behavioral Health Providers on Urgent Protocols

Behavioral health providers need clear guidance on verifying urgent transportation requests, particularly when a receiving facility determines that an individual requires services within a specific timeframe. A structured education plan helps standardize procedures, improve coordination, and reduce delays in accessing urgent behavioral healthcare.

Modivcare collaborates with the ODCP to train behavioral health providers on the urgent trip verification process, outlining the steps required to confirm an individual's need for immediate services. Educational materials remain accessible to providers for reference, and ongoing engagement strengthens coordination between behavioral health facilities and transportation providers. These efforts increase provider understanding of urgent trip protocols, helping individuals receive the care they need without unnecessary delays.

Outreach to Facilities

Modivcare's West Virginia outreach team provides in-person training at behavioral health facilities, guiding staff through the urgent trip verification process. Live and recorded webinars offer additional training options, while written educational materials, including FAQs and step-by-step guides, are distributed in print and digital formats. The West Virginia Facilities webpage also serves as a resource for urgent trip qualifiers, protocol reminders, and troubleshooting assistance.

During training, Modivcare and ODCP define a standardized urgent trip verification process, including documentation requirements and expected response times. Each facility designates key staff members as points of contact for urgent trip requests, improving communication and trip coordination.

The Outreach and Communications Team maintains ongoing engagement with behavioral health providers, offering follow-up training and assistance when needed. Monthly reviews with ODCP assess training effectiveness and address provider feedback, allowing for necessary refinements. Facilities also have the opportunity to submit questions or case studies to help improve the process.

Our Experience

Modivcare has extensive experience training medical and behavioral health providers on transportation protocols. The current West Virginia facility training model includes in-person and virtual education on trip scheduling, and the West Virginia Facilities webpage serves as a continuously updated resource. Collaboration with ODCP allows for ongoing improvements, helping behavioral health facilities efficiently navigate the urgent transportation process and improving access to critical care for individuals in crisis.

4.1.1.42 The vendor should describe the option for its procedures for following up with individuals within the same business day of urgent trips, rerouted trips, or refused/declined trips via notification of a method approved by the individual, such as a call from an approved call line, peer worker, receiving facility's outreach worker, or family member or friend.

Individuals who experience rerouted or refused/declined NEMT trips need timely follow-up to address any immediate concerns, reschedule appointments, and maintain transportation access. Effective communication methods, approved by the individuals, are critical to meeting their needs promptly. Access to transportation services at all hours further supports responsiveness and reliability in these situations and allows for:

- Timely resolution of issues.
- Increased confidence and trust through prompt communication.
- Improved access by facilitating rescheduling and addressing transportation barriers.

As a testament to our efforts to collaborate and effectively communicate with facilities about members' transportation, please see the letter below from a staff member at West Virginia University Thomas Hospital Addiction Healing Center:

To whom it may concern:

At WVU Medicine - Thomas Hospitals Addiction Healing Center located on the St. Francis Hospital Campus in Charleston, Wes Virginia, our Case Managers routinely make contact with Modvicare to set up transportation for WV Medicaid Members who need transport to lower levels of care around the state of West Virginia.

Our experience has been positive and when problems may arise, the Modivcare staff are always responsive to assist in making the scheduled transport a success.

We especially appreciate the access to specific Modivcare staff who can make the proper contacts to see that issues are resolved.

Transportation for WV Medicaid Members to follow up services is extremely important and a vital part of ensuring the best opportunity for improved outcomes for consumers.

Thank you.

Michael "Joe" Deegan, LICSW, AADC-S, MAC

Business Development Liaison, Behavioral Health Services
WVU Medicine

Our Solution

Same-Day Follow-Up Procedures:

We employ a protocol to contact individuals on the same business day when a trip issue occurs. Contact is made using the individual's approved method, such as:

- A call from an approved call line.
- Outreach by a peer worker.
- Communication from the receiving facility.
- Contact by a designated family member or friend.

Multiple Communication Channels for Follow-Up

ODCP participants can contact Modivcare's 24/7 call center, where live agents are always available to assist with urgent needs.

As seen in the graphic below, Modivcare's HIPAA-compliant mobile app provides an additional self-service option for participants to receive updates on their trip status.

Personalized Communication Plans

During the initial intake or scheduling process, preferred methods of communication for follow-ups are gathered and documented to verify that the most appropriate and effective outreach is used.

Urgent Transportation Request Protocols

- Expedited assignment of transportation providers.
- Prompt notification of pick-up details to participants.

Training for Staff

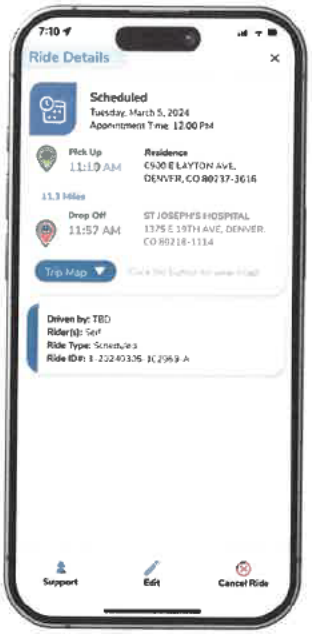
Call center staff and outreach personnel receive thorough training on a myriad of topics, including effective communication, cultural competency, and the importance of responsive follow-ups.

Documentation and Reporting

Maintain detailed records of follow-up attempts and outcomes to identify trends and improve service delivery.

Technological Solutions:

Modivcare's transportation management platform and ATMS facilitate real-time scheduling, notifications, and communication between dispatchers, drivers, and participants, improving the efficiency of follow-ups.



By integrating these procedures and leveraging multiple access points for ODCP participants, we can promptly address transportation disruptions, support coordination, and improve the overall participant experience.

4.1.1.43 As part of the secure, web-based inquiry system for NEMT providers to access NEMT Service trip authorization information, the vendor should describe its online/electronic process for urgent, same-day request submissions to be merged with the Agency Data file and assign a "ODCP/BBH Transport CharityCare" number prior to when the Medicaid ID number is assigned or otherwise for those who do not have NEMT eligibility on the date of service.

Modivcare agrees to verify eligibility for ODCP NEMT services, conduct assessments for eligibility authorization, and oversee the scheduling and assignment of all trips in compliance with program requirements.

NEMT Service Verification and Eligibility

Automated Eligibility Features

When a new transportation request enters the transportation management platform, the business rules engine uses the eligibility data supplied by ODCP to confirm the primary insurance plan, dates of eligibility, and service coverage. Approved locations and covered services are determined and agreed upon as stipulated within the contract, and they are then configured into our platform. If the member qualifies and the request meets the parameters for scheduling, our platform authorizes the request. It assigns a unique trip authorization ID number, which is used for data tracking, transportation provider assignment, claims reimbursement, encounters, etc.

Live Eligibility Features

Modivcare is leveraging technology to enhance the eligibility process further.

- Through API integration, Modivcare can check eligibility against the health plan's database whenever a member reservation is requested.
- Potential member labor savings in eliminating the need to manage a member eligibility file export.
- Member eligibility is checked against the current and future benefit plan design based on the date of service requested. This is especially beneficial for plans that allow members to change programs multiple times throughout the year.
- Limits HIPAA exposure by only sharing information for transportation benefit members.

As a trusted provider of NEMT services, we are committed to upholding the highest compliance standards with ODCP guidelines. This commitment includes verifying member eligibility, authorizing services, and coordinating the scheduling and assignment of trips. These processes are critical to providing access to NEMT services to eligible members while promoting efficient and effective program administration.

4.1.2. Mandatory Project Requirements

4.1.2.1 The vendor must observe and comply with federal and State of West Virginia laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted after, the execution of a resulting contract which in any manner affects the completion of the work. The Vendor must also comply with Chapter 524 of the West Virginia State Medicaid Manual, Chapter 27 of the West Virginia Bureau for Children and Families Income Maintenance Manual, 42 CFR § 440.170, and follow the Agency's exclusions.

Mandatory Project Requirements – Compliance Checklist

Requirement	Modivcare Compliance
Chapter 524 of the West Virginia State Medicaid Manual	Fully integrated into provider credentialing, monitoring, and operational policies.
Chapter 27 of the WV Bureau for Children and Families Income Maintenance Manual	Eligibility screening procedures align with Chapter 27; system-level checks confirm member eligibility.
42 CFR § 440.170 (Non-Emergency Medical Transportation)	Brokerage operations, trip authorization, and delivery processes are compliant with all CMS regulations.
BMS provider exclusion requirements	Routine exclusion checks against OIG, OMIG, SAM, and the Sex Offender Registry prior to and during service.
WV DMV licensing and inspection standards	All vehicles titled, licensed, insured, and inspected in accordance with DMV standards before activation.
Driver, Escort, and Vehicle Credentialing	Credentialing includes licenses, registrations, insurance, background checks, and inspection records.
Continuous Monitoring	Real-time monitoring via Complicore technology validates credentials and alerts for expirations.
Immediate Suspension Protocols	Providers/drivers with expired or invalid credentials are automatically suspended from dispatch.
Documentation and Records	Credentialing, inspections, and operating authority files are maintained and available upon request.
Automated Compliance Alerts	Automated alerts flag upcoming expirations to prevent lapses in service or compliance.
Provider Manual Requirements	Provider manual defines suspension/termination, grievance process, and renewal timelines per BMS policy.

Modivcare affirms full compliance with all mandatory federal, state, and local statutes, regulations, and exclusions at contract execution and throughout performance, supporting the safe, lawful, and reliable delivery of NEMT services in West Virginia.

4.1.2.2 The vendor must agree to provide increased staffing levels if requirements, timeliness, quality or other standards are not met, based solely on the discretion of and without additional cost to the Agency. In making this determination, the Agency will evaluate whether the vendor is meeting deliverable dates, producing quality materials, maintaining high quality and production rates and meeting contract standards without significant re-work or revision. Beginning thirty (30) calendar days prior to the operations

The Bureau requires assurance that the Vendor will maintain appropriate staffing levels to consistently meet all contractual obligations, including quality standards, timelines, and production requirements. The Bureau also requires the ability to direct staffing increases at no additional cost if performance standards are not being met.

Modivcare maintains adequate staffing levels to meet or exceed all contract requirements. We remain prepared to increase staffing at the Bureau's discretion if performance issues arise and will not reduce staff during critical periods without BMS approval. This commitment supports service continuity, quality delivery, and timely fulfillment of all obligations under the contract.

Requirement	Modivcare Compliance
Increase staffing levels if requirements/quality standards not met	Commitment to add staff at no cost to BMS when timeliness, quality, or deliverables fall short.
Maintain staffing through contract term without BMS approval	Staffing stability guaranteed; staffing reductions require prior approval from BMS.
Locate call center within 15 miles of BMS Charleston office	Charleston-based call center is within required radius, staffed by West Virginia residents.
Staff key roles at Charleston call center (PM, Provider Manager, etc.)	All required key personnel are housed in Charleston, supported by corporate resources.

As seen in the above table, Modivcare agrees to increase staffing levels at no additional cost to the Bureau if the Bureau determines that performance requirements, timelines, or quality standards are not being met. We understand that this determination is at the Bureau's sole discretion and may be based on factors such as deliverable timing, material quality, production consistency, and the level of required rework.

Beginning thirty (30) calendar days before the new Operations start date and continuing through the life of the contract, Modivcare does not reduce staffing without prior written approval from BMS. Our workforce planning includes proactive scheduling, redundancy coverage, and real-time monitoring of operational metrics to identify and resolve resource-related challenges quickly.

Modivcare uses real-time dashboards and performance-tracking tools to monitor workload volumes, service levels, and team productivity. Our Workforce Management Team actively adjusts staffing based on trends and KPIs to confirm that performance remains high. Historical data from this and other contracts demonstrate our ability to scale staffing in response to demand or direction from our client partners. We maintain internal protocols for rapid staff onboarding, training, and deployment if adjustments are required to preserve service continuity and meet the Bureau's expectations.

4.1.2.3 The vendor must agree to establish and operate the NEMT Call Center within a fifteen (15) mile radius of the West Virginia State Medicaid agency located at 350 Capitol Street, Charleston, WV to facilitate the Agency's ability to conduct on-site monitoring and oversight activities. The Call Center must be staffed with personnel who reside within the State of West Virginia. At a minimum, the following key personnel must be physically housed at this Call Center location: Project Manager Provider Manager Provider Relations Manager Call Center Manager Exceptions Manager Mass Transit Coordinator Report Manager Two (2) Fraud, Waste, Abuse, and Misuse Claims Reviewers Two (2) Complaint Coordinators Two (2) Appointment Verification Staff Two (2) Field Service Specialists Two (2) Claims Processors All inbound and outbound calls related to the Reservation, Ride Assist, Exceptions, and Provider Support Lines must be handled within the State of West Virginia, except during approved after-hours operations. The after-hours call handling location must be approved in advance by the Agency. Under no circumstances shall the vendor route any calls outside the continental United States of America or its territories. Additionally, the vendor shall not delegate screening, authorization, or scheduling responsibilities to transportation providers or subcontractors without the Agency's prior written approval. While the vendor may delegate dispatch functions to NEMT providers, the vendor shall remain fully responsible for the proper execution and performance of all dispatch-related activities.

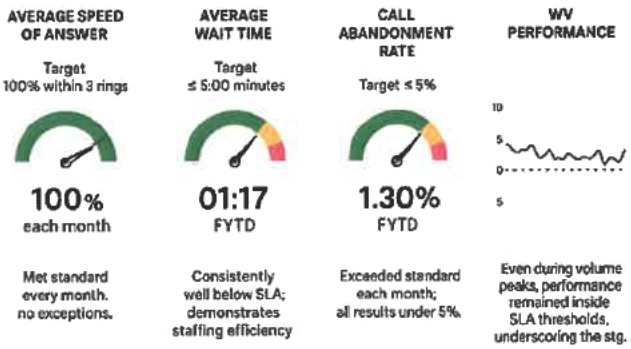
Modivcare knows that the Bureau needs the Vendor to operate a fully staffed NEMT call center within 15 miles of 350 Capitol Street in Charleston, WV, to support real-time oversight and program collaboration during business hours. The call center must include specific roles and maintain toll-free access for members. If using staff to support after-hours calls, the calls must not be routed outside the continental United States. Key functions such as screening, authorization, and scheduling must not be delegated to transportation providers or subcontractors without prior Bureau approval.

As mentioned earlier, Modivcare maintains its West Virginia call center at 500 Lee Street East, Suite 800, Charleston, WV 25301, less than half a mile from the West Virginia State Medicaid Agency. We house all required staff at this location and maintain a robust call center infrastructure that provides reliable, toll-free access to members and stakeholders. Our operations align with all BMS requirements and promote accountability, transparency, and service quality.

West Virginia Call Center KPIs (Last 12 Months)

KPI	Target	WV Performance	Variance Commentary
Average Speed of Answer (ASA – 3 Rings)	100% within 3 rings	**100% each month, 100% FYTD**	Met standard every month, no exceptions.
Average Wait Time	≤ 5:00 minutes	**01:17 FYTD** (as low as 00:32 in multiple months)	Consistently well below SLA; demonstrates staffing efficiency.
Call Abandonment Rate	≤ 5%	**1.30% FYTD** (range 0.31% – 4.59%)	Exceeded standard each month; all results under 5%.

West Virginia Call Center KPIs (FYTD)



Summary: Across the last 12 months, Modivcare met or exceeded West Virginia call standards in every KPI, every month. Performance stability demonstrates the strength of our Charleston-based call center, U.S.-only redundancy, and quality assurance program.

NEMT Call Center Requirements Compliance

Requirement	Modivcare Compliance
Establish and operate NEMT Call Center within 15 miles of BMS offices at 350 Capitol Street, Charleston, WV	Call center located in Charleston, WV within required radius; site supports on-site BMS monitoring and oversight.
Staff call center with personnel who reside in West Virginia	All call center staff are WV residents; local employment maintained to support economic and community impact.
Key personnel physically housed at Charleston call center: Project Manager, Provider Manager, Provider Relations Manager, Call Center Manager, Exceptions Manager, Mass Transit Coordinator, Report Manager	All key roles are staffed and physically housed at the Charleston call center.
Additional staff: 2 Fraud/Waste/Abuse Claims Reviewers, 2 Complaint Coordinators, 2 Appointment Verification Staff, 2 Field Service Specialists, 2 Claims Processors	All positions staffed in Charleston; roles integrated into program operations and oversight.
All inbound/outbound calls for Reservation, Ride Assist, Exceptions, and Provider Support handled in WV	100% of calls handled in Charleston call center during business hours.
After-hours call handling must be approved in advance by BMS	After-hours support provided only at BMS-approved locations; documented approval process in place.

No calls routed outside the continental United States or its territories	No international call routing; calls remain in Charleston or approved U.S.-based after-hours center.
No delegation of screening, authorization, or scheduling to providers or subcontractors without BMS approval	Screening, authorization, and scheduling functions performed only by Modivcare staff; no delegation without approval.
Vendor may delegate dispatch to NEMT providers, but retains full responsibility	Dispatch functions may be delegated; Modivcare retains full accountability for execution and performance.

Details

We agree to the toll-free telephone number and call center requirements outlined in the RFP and this prompt. Our Charleston facility houses all designated personnel, including:

Required

- **Project Manager:** Joshua McGill
- **Provider Manager:** Todd Bacchus
- **Provider Relations Manager:** Tiara Woods
- **Call Center Manager:** DeAndre House
- **Exceptions Manager:** Tyrone Thomson / Brianna Parks
- **Mass Transit Coordinator:** Tiffany Norman
- **Report Manager:** Jim Williams
- **Two (2) Fraud, Waste, Abuse, and Misuse Claims Reviewers:** Chris Kingery, one additional to be hired.
- **Two (2) Complaint Coordinators:** Ric Pittman and Roy Welch
- **Two (2) Appointment Verification Staff:** Destiny Shockley and Jasmynn Allen
- **Two (2) Field Service Specialists:** Rafael Torres and Mark Courts

Additional

- **Two (2) Claims Processors:** Chelsea Jones and Kiarah Greene

We never route West Virginia's calls outside the continental U.S. or its territories. Screening, authorization, and scheduling functions are retained by Modivcare staff unless explicitly approved for delegation by BMS. While we may delegate dispatch functions to NEMT providers, we remain fully responsible for their execution.

Toll-free access is available to all members and stakeholders through a range of dedicated lines, including:

- Reservation Line – for trip scheduling, status, and complaints
- Ride Assistance Line – for late trips or real-time ride concerns
- Language Assistance Line – offers live interpretation in more than 300 languages
- Facility Line – for healthcare facilities managing recurring trip requests
- Provider Line – for transportation provider support

Our call center is backed by a national CSR network of 170+ representatives fluent in multiple languages. We use Genesys Cloud CX for workforce management, which enables us to forecast call volume and adjust staffing accurately in real time. Calls are routed intelligently, and overflow capacity verifies members never receive a busy signal.

Modivcare leverages automation through IVR and voice assistants for common tasks such as confirming, canceling, or modifying reservations. Proactive routing connects members with the appropriate CSR based on call type. Our systems can handle more than 100,000 calls per hour and feature automatic rollover to backup sites to maintain uninterrupted service.

We consistently exceed BMS's performance standards, with an average speed to answer under 60 seconds and abandonment rate below 1.2%. Our CSRs are monitored and coached at least four times per month to uphold quality standards. Real-time dashboards track hold times, call volumes, and agent productivity, while call recordings and audit logs are available for BMS review. All infrastructure is designed for redundancy and scalability, and our long-standing success managing more than 20 million calls annually across 110+ NEMT programs demonstrates our capacity to meet current and future demands in West Virginia.

4.1.2.4 The vendor must agree to provide NEMT services described in the RFP from the operational start date until service delivery is turned over to a successor vendor at the end of the contract, including any optional renewal periods. Program changes include, but are not limited to, processes, protocols, flowcharts or any other program administration guideline changes/modifications must receive approval from the Agency prior to changes/ modifications being implemented by the vendor. All program changes affecting member benefits must be communicated to members, through an Agency approved written communication, no less than thirty (30) calendar days prior to implementation of program change.

Modivcare supports The Bureau in its requirement of uninterrupted delivery of NEMT services from the operations start date through the end of the contract, including any optional extensions. Additionally, we are aware that all program changes — including changes to protocols, workflows, or administrative processes — must receive BMS approval before being implemented. Any changes affecting member benefits must be communicated to members through a BMS-approved written notice at least 30 calendar days before the change takes effect.

Service Delivery & Program Change Requirements – Compliance Checklist

Requirement	Modivcare Compliance
Provide NEMT services from operational start date through turnover to successor vendor, including renewals	Continuous statewide service since 2018 with no disruption; operations maintained until successor transition is complete.
Obtain BMS approval for all program changes (processes, protocols, flowcharts, administration guidelines)	Formalized change control process in place; no changes implemented without prior written BMS approval.
Communicate program changes affecting member benefits through BMS-approved written materials	All member notices, letters, and outreach materials drafted and submitted for BMS approval before release.

Modivcare provides continuous NEMT services throughout the full term of the agreement, including extensions, without disruption. We submit all program changes to BMS for prior approval and communicate any changes that affect member benefits well in advance, using BMS-reviewed messaging.

If this contract is not re-awarded, Modivcare agrees to continue delivering NEMT services described in the RFP through the final transition to a successor vendor at contract closeout, including any optional or extended periods. Our implementation activities are completed, so services begin promptly and without interruption.

We submit all proposed changes — including process modifications, protocol updates, or administrative guideline revisions — to BMS for review and written approval prior to any implementation. No changes are made without explicit authorization from the Bureau.

Modivcare prepares a clear, written communication for changes affecting member benefits and submits it to BMS for approval. Once approved, we distribute the notice to impacted members at least 30 calendar days before the change is scheduled to go into effect. Our Exceptions Manager oversees the development and coordination of these notices in collaboration with our Member Services and Compliance teams.

Modivcare has successfully maintained service continuity throughout transitions in numerous state contracts. Our documented change management procedures include internal routing, quality review, and submission timelines aligned with BMS requirements.

We keep records of all submitted changes and member communications and follow version control standards for all materials. Our experience serving 19 individual state Medicaid programs guides our process for delivering timely and accurate communications that meet state requirements and support a smooth program experience for members.

4.1.2.5 The vendor will be responsible for reimbursing NEMT Providers. The vendor will not be required to reimburse unauthorized NEMT Services to out-of-network providers. The Vendor will not use NEMT Providers with which the Vendor has not executed a contract. The Vendor must maintain an appropriate reserve equivalent to ten percent (10%) of the annual contract cost bid for NEMT services during the contract period. The vendor will enroll as an Agency provider and receive payment for services through the State's Medicaid claim system, Medicaid Management Information System (MMIS).

The Bureau must have a vendor to manage reimbursement for NEMT providers, confirming timely, accurate, and compliant payments. The vendor must not reimburse unauthorized services or use non-contracted providers. The Vendor must maintain a financial reserve equal to 10% of the annual contract cost and enroll as a Medicaid provider, using the State's MMIS for payment processing.

Modivcare accurately reimburses contracted NEMT providers through a secure, rules-based process that prevents payment for unauthorized services and confirms all trips are rendered by credentialed, approved entities. Providers are paid promptly and transparently, reinforcing strong network relationships and supporting service continuity. We maintain the required 10% reserve and are actively enrolled in the state's MMIS to receive payment for services.

Provider Reimbursement & Financial Requirements – Compliance Checklist

Requirement	Modivcare Compliance
Reimburse contracted NEMT providers for authorized services only	All payments restricted to authorized trips; claims validated against eligibility, authorization, and trip records.
Not required to reimburse unauthorized NEMT services to out-of-network providers	Unauthorized or out-of-network claims are systematically denied; no payments made outside contractual agreements.
Use only NEMT providers under executed Modivcare contracts	Transportation arranged exclusively through credentialed, contracted providers; no exceptions without BMS approval.
Maintain reserve equivalent to 10% of annual contract cost bid	Dedicated financial reserve maintained at all times to cover 10% of annual NEMT contract value.
Enroll as BMS provider and receive payment through MMIS	Fully enrolled as a BMS provider; MMIS billing integrated with Modivcare's financial systems for accurate payment.

Provider Reimbursement and Compliance

Modivcare reimburses only contracted, credentialed NEMT providers and does not reimburse unauthorized trips or services rendered by out-of-network entities. We use a five-step trip verification process and claims adjudication system that cross-checks trip data with real-time credentialing records for providers, drivers, and vehicles. Unauthorized trips, or those involving non-credentialed entities, are automatically flagged and denied payment.

All transportation is assigned through our integrated platform to verified in-network providers. If credentials lapse or a provider becomes inactive, the system blocks trip assignments and alerts internal teams. Our automated adjudication platform verifies trip completion using GPS data, member digital signatures, and driver-specific log-ins, then processes valid claims for payment.

Payment Methodology and Claims Processing

Modivcare pays clean claims within CMS timelines, using either EFT or mailed checks. Our claims processing system generates detailed reports for each batch, tracking the full lifecycle of every trip: provider name, trip date, submission date, adjudication status, and payment details. We maintain full transparency in the reimbursement process and offer real-time access to Explanation of Payment (EOP) reports via our provider portal.

Additional verification is required for standing orders and certain special trips, including confirmation from healthcare facilities via electronic attendance forms. Denied claims come with detailed explanations, and our Claims Team supports providers in correcting and resubmitting them. Appeals are accepted for further review.

Mileage Reimbursement

Modivcare offers an intuitive app for friends, family, and volunteers transporting members. The app automates mileage capture and reimbursement based on pre-authorized trips and provider-verified appointments. Trip distances are calculated using the most efficient route to prevent fraud, waste, and abuse.

Billing System and Automation

Our billing platform is fully integrated with our transportation management software. It allows electronic claim submissions, real-time status updates, and auto-adjudication of most in-network trips using ATMS GPS and credentialing data. The system reviews trip logs, mileage, wait times, and fees, auto-generating claims for final review and payment authorization. This process allows us to process more than 48 million claims annually, with 98% of transportation provider claims submitted digitally.

Reserve and Financial Assurance

Modivcare maintains a financial reserve of at least 10% of the annual contract cost for NEMT services. As a company generating over $1 billion in annual revenue with a conservative fiscal approach, we are well-positioned to meet all financial obligations throughout the life of the contract. Our financial statements are available upon request and demonstrate our long-term fiscal stability.

MMIS Enrollment

Modivcare is actively enrolled as a West Virginia Medicaid provider and receives payment for services through the State's Medicaid Management Information System (MMIS). Our local operations team, led by the Project Manager, Joshua McGill, monitors this enrollment and coordinates claim submissions and payment processes in accordance with State protocols.

Conclusion

Modivcare pays 99% of clean claims within 30 days and 90% within 45 days. Our integrated platform auto-adjudicates most claims, reducing error rates and administrative burdens. We process over 48 million claims annually, with a digital submission rate of 98% for provider claims. We provide training, onboarding, and a step-by-step provider manual to support accurate claims submission. Our Claims Department is available by phone and email for provider

assistance. Providers can access payment data, denial reasons, and remittance details via our online portal. Our solution meets BMS' reimbursement expectations and supports West Virginia's broader goals of fiscal accountability, program integrity, and high-quality NEMT services.

4.1.2.6 At the conclusion of each state fiscal year (June 30), the vendor will report pre-tax net income, of the West Virginia NEMT Program (Medicaid services only), to the Agency. Any amount over 7.5% profit will be returned to the state within thirty (30) days of the completion of the audit, which must be completed within ninety (90) days of the end of the state fiscal year. This serves as cost containment, ensuring the successful continuity of the program. For purposes of computing rebate, the vendor may carryover, from the prior reporting period only any expenses (losses) in excess of 100% of premium revenue received, not to exceed 5% of total loss amount (e.g. revenue received is $100; expenses are $100; vendor may carryover %.50 for rebating calculation in following year). The vendor must provide documentation that the carryover amount is in compliance with contractual standards via reporting completed by an independent auditor.

The Bureau requires accurate financial reporting and profit sharing from Modivcare at the close of each state fiscal year (June 30). If Modivcare's pre-tax profit exceeds 7.5%, the excess must be returned to the state within 30 days of the audit's completion. The audit must be completed within 90 days following the end of the fiscal year. The Bureau also permits a limited carryover of losses from the previous reporting year, subject to documentation and verification by an independent auditor.

Modivcare reports pre-tax net income annually to BMS and conducts an audit within the required 90-day timeframe. Any amount more than the 7.5% profit threshold is returned to the State within 30 days after audit completion. If applicable, Modivcare calculates allowable carryover losses from the prior reporting period, capped at 5% of the total loss amount, and provides independently audited documentation confirming compliance with contractual standards.

Modivcare understands all fiscal year-end financial reporting and rebate requirements outlined in the contract. At the conclusion of each state fiscal year, we report pre-tax net income for the West Virginia NEMT program to the Bureau. We engage an independent auditor to complete the audit within 90 days of the fiscal year ending June 30.

If the audited profit exceeds 7.5% of revenue, the excess is remitted to the State within 30 days of the audit's completion. Modivcare calculates any applicable loss carryover from the immediately preceding reporting period — not to exceed 5% of the total loss amount — and applies it in accordance with the contract's rebate formula. For example, if revenue was $100 and expenses totaled $110, we may carry over $0.50 to the next rebate calculation cycle.

We provide documentation confirming the accuracy and compliance of this carryover through formal reporting submitted by our independent auditor.

Modivcare's Finance Team works closely with external auditors to complete year-end audits within the required 90-day window. All rebate calculations, financial reports, and carryover documentation are stored and made available to BMS upon submission. Our independent auditors verify compliance with the 7.5% cap and the carryover calculation standard. This process promotes transparency, meets contract requirements, and supports the financial integrity of the West Virginia NEMT program.

Summary Compliance Checklist

Requirement	Modivcare Compliance
Report pre-tax net income for WV NEMT Program (Medicaid only) to BMS at the close of each fiscal year	Annual pre-tax net income reported to BMS each year following June 30 fiscal year-end.
Return profits exceeding 7.5% to the State within 30 days of audit completion	Commitment to rebate all profit above 7.5% within required 30-day timeframe.
Complete audit within 90 days of fiscal year-end	Independent audit conducted annually and finalized within 90 days of fiscal year close.
Carryover of excess expenses (losses) limited to 5% of total loss amount and only from prior reporting year	Carryover policy applied as specified; methodology aligns with contract requirements and capped at 5%.
Provide documentation of carryover compliance via independent auditor reporting	Independent auditor validates and documents carryover compliance annually; records provided to BMS.

4.1.2.7 The vendor must complete all start-up activities within three (3) months prior to go live of contract award date.

Modivcare knows that all start-up activities related to the administration of the NEMT program are to be completed within three months of the contract re-award. These activities include but are not limited to securing operational infrastructure, onboarding staff, finalizing provider networks, configuring systems, and conducting readiness reviews in collaboration with BMS and other stakeholders.

Modivcare currently delivers a fully operational program that meets all contract requirements that are within the three-month start-up window. By leveraging our current infrastructure and established operations as the incumbent vendor, we provide continuity of service with little to no ramp-up time and rapid deployment of any new program elements or updates.

As the current broker for West Virginia's NEMT program, Modivcare has already completed all start-up tasks. No substantial changes are required unless BMS introduces new requirements, processes, or policies under the new contract. Where updates are necessary, our team is positioned to implement them quickly.

Therefore, we propose a 60-day implementation schedule that exceeds the state's three-month requirement and reflects the advanced state of our operational readiness. Our Engagement Manager coordinates implementation using a nationally proven model that has supported the successful transition of more than 110 programs and 15M members — without missing a single readiness review.

Following BMS's final approval of the Implementation Work Plan, our implementation team will hold weekly meetings with BMS and biweekly meetings internally to monitor progress, manage deliverables, and document readiness milestones. The Implementation Work Plan includes more than 200 specific tasks covering:

- Technology and systems configuration
- NEMT provider credentialing and contracting
- Service center staffing and training
- Office setup, telecommunications, and utilities
- Call center testing and live environment readiness
- Stakeholder outreach and facility coordination
- Final readiness assessment and post-launch transition planning

A complete Implementation Work Plan will be submitted to BMS within 14 days of contract award, with status reporting maintained throughout the implementation period.

Modivcare has never missed a readiness review for any contract. We document progress through task trackers, project dashboards, meeting notes, and milestone reports. Our internal and external reporting provides visibility into each phase of implementation.

For West Virginia, our implementation oversight will include demonstrations of live systems, status updates during BMS meetings, and on-site reviews upon request. Our readiness materials and technology infrastructure are already in place and actively supporting the current program, positioning us to complete any required updates quickly and efficiently within the contract's required time frame.

4.1.2.8 The vendor will have monthly administrative meetings with the Agency staff to provide program updates to include, but not limited to: program cost, utilization trends, issues, program accomplishments/deficits and other data as requested by the Agency.

Monthly Administrative Meetings & Stakeholder Engagement

BMS requires the Vendor to conduct monthly administrative meetings with Bureau staff to provide timely program updates. These meetings must include information such as program costs, utilization trends, operational issues, accomplishments, challenges, and any additional data requested by BMS. Ongoing communication with stakeholders—including members, healthcare providers, and NEMT vendors—is also critical to maintaining service quality and program responsiveness.

Modivcare's Project Manager, Joshua McGill, and Provider Relations Director, Todd Bacchus, meet monthly with BMS staff to deliver comprehensive updates on program performance, cost, and utilization trends, operational issues, and milestones. These meetings strengthen collaboration, increase transparency, and provide a forum for discussing improvements, concerns, and future planning. Advisory Committee meetings complement these efforts by incorporating stakeholder perspectives into program development and service delivery.

In addition, Modivcare operates a West Virginia Advisory Committee comprised of key stakeholders approved by the Bureau. This includes members, healthcare providers, transportation providers, community representatives, and our local management team. The committee meets regularly to:

- Maintain open dialogue among all stakeholders
- Address concerns or identify gaps in service delivery
- Share best practices and emerging trends
- Discuss upcoming changes or initiatives
- Offer feedback on program communication, training, and outreach

By pairing monthly administrative meetings with active stakeholder engagement, we foster shared understanding and improve service coordination throughout the NEMT program.

Our team prepares presentation decks, data dashboards, and written summaries before each administrative meeting with BMS. These materials include cost analysis, ride volume trends, complaint data, and service-level performance. Meeting notes, follow-up actions, and open items are documented and tracked. Advisory Committee meetings follow a similar format, with minutes maintained and recurring themes elevated during administrative meetings as needed.

Summary Checklist

Requirement	Modivcare Compliance
Hold monthly administrative meetings with BMS staff	Monthly meetings conducted between Charleston-based leadership and BMS program staff.
Provide updates on program cost	Detailed cost data shared, including per-member-per-month (PMPM) trends and cost drivers.
Provide updates on utilization trends	Monthly utilization reports reviewed, including trip volumes, trip types, and regional usage patterns.
Provide updates on issues	Open reporting on operational challenges, complaint trends, and mitigation steps.
Provide updates on program accomplishments/ deficits	Successes, improvement initiatives, and gaps presented transparently for discussion and resolution.
Provide additional data as requested by BMS	Ad hoc data requests fulfilled promptly, with direct access to Charleston-based staff and corporate resources.

Modivcare has successfully established and managed similar committees across multiple states and applies this national experience to strengthen local engagement and continuous improvement in West Virginia.

4.1.2.9 The vendor must provide all data, including data the vendor may consider proprietary, as requested for any State and/or Federal audit.

Audit Data Access and Provision Plan

Modivcare complies fully with all data access and audit provisions required by BMS and applicable federal oversight agencies. We provide complete, accurate, and timely access to all program data—including data we may consider proprietary—upon request in support of any state or federal audit, investigation, or compliance review.

Scope of Data Provided

Upon request from BMS, the State of West Virginia, CMS, or other authorized auditing bodies, Modivcare will promptly provide:

- Member-level trip records, including authorization, pickup/drop-off times, mileage, provider assignments, and service type
- Provider credentialing files, including documentation of licenses, insurance, inspections, background checks, and training
- Call center logs and call recordings tied to trip requests, complaints, or service issues
- Gas Mileage Reimbursement (GMR) submissions and validation data
- Fraud, waste, and abuse (FWA) investigation files, including trip audits and corrective action plans
- Encounter data submissions and supporting documentation
- Subcontractor agreements, performance reports, and communications
- Any other requested documentation or datasets related to NEMT operations under this contract

This includes data considered proprietary to Modivcare, without redaction or restriction, for the purposes of a legitimate audit or regulatory review.

Delivery Format and Timeframes

Requested data is provided in a format specified by the requesting entity (Excel, CSV, PDF, or secure file transfer).

Our standard response time for audit-related requests is five (5) business days, or sooner if defined by BMS or federal mandate.

Data is delivered through secure, encrypted channels and logged internally for accountability.

Audit Support and Technical Assistance

A designated Compliance Liaison coordinates all audit responses, serves as the point of contact for auditors, and manages document production.

If requested, Modivcare provides live or virtual walkthroughs of relevant systems and workflows.

Historical data is retained for a minimum of six (6) years or longer, based on applicable retention laws or guidance from BMS.

Conclusion

Modivcare supports full transparency and accountability. We provide BMS and its auditing partners with unrestricted access to data needed to verify performance, evaluate compliance, or complete investigations, regardless of proprietary classification.

4.1.2.10 The vendor must agree to price individual tiers on the pricing page with no more than 20% variance between the individual tiers.

Tiered Pricing Structure Commitment

Modivcare agrees to price all individual tiers listed on the pricing page per the requirements outlined in the RFP. Specifically, we commit to maintaining no more than a 20% variance between adjacent pricing tiers.

Our pricing structure is developed using actuarial models and historical trip volume data that reflect the cost of service delivery across mileage bands and member population levels. Each tier is calculated to remain within the required 20% threshold while maintaining rate integrity across the full range of utilization scenarios presented in the solicitation.

All pricing is documented in Attachment A and reviewed internally for consistency with RFP specifications before submission.

4.1.2.11 The vendor must agree to be bound by all Service Level Agreements (SLA) included in Appendix 4.

Service Level Agreement (SLA) Commitment

Modivcare agrees to be fully bound by all Service Level Agreements (SLAs) outlined in Appendix 4 of the RFP. These SLAs reflect BMS's expectations for operational performance, program integrity, responsiveness, and member safety, and we incorporate them directly into our internal performance management framework.

Modivare SLA Compliance

Requirement	Modivcare Compliance
Vendor must agree to be bound by all SLAs included in Appendix 4	Modivcare accepts all SLAs as binding contractual obligations.
Meet or exceed on-time performance standards (e.g., pickups, wait times)	Historical WV performance exceeds SLA thresholds with 98% on-time rate and real-time monitoring in place.
Meet or exceed complaint resolution and call center performance requirements	Complaint resolution, call abandonment, and speed-to-answer consistently maintained within SLA targets.
Adhere to validation requirements (pre- and post-transport checks)	Validation performed via GPS, trip verification, and provider attestations to confirm SLA compliance.
Submit utilization and audit reports on schedule	Monthly and quarterly reporting provided on or before SLA due dates.
Apply corrective actions when SLA deficiencies are identified	Documented corrective action process used to resolve variances and report back to BMS.

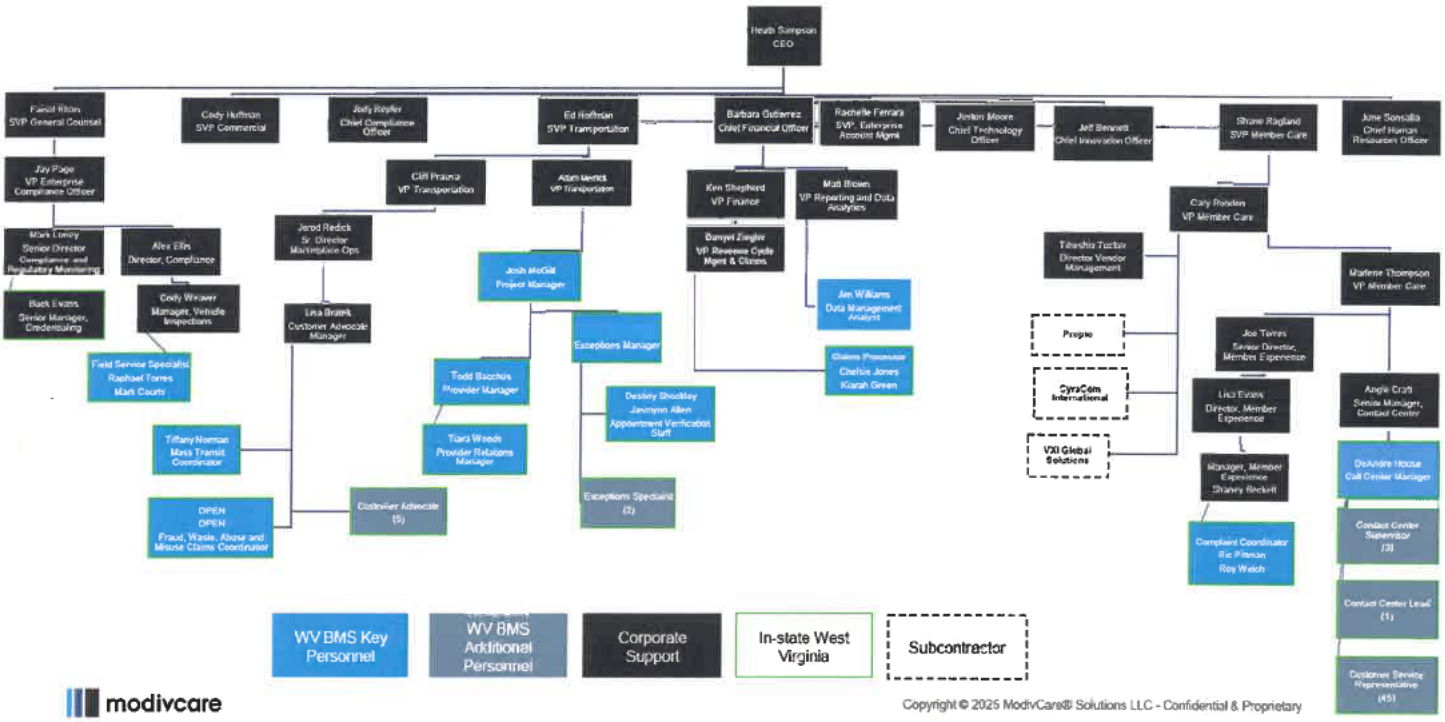
Modivcare monitors all SLA metrics daily, tracks trends over time, and reports compliance results to BMS as required. In the event of any deviation from a defined SLA, we initiate immediate corrective action and document root cause, resolution steps, and future risk mitigation. Additionally, we recognize the associated financial penalties for nonperformance and accept them as a contractual obligation.

4.2. Qualifications and Experience:

4.2.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

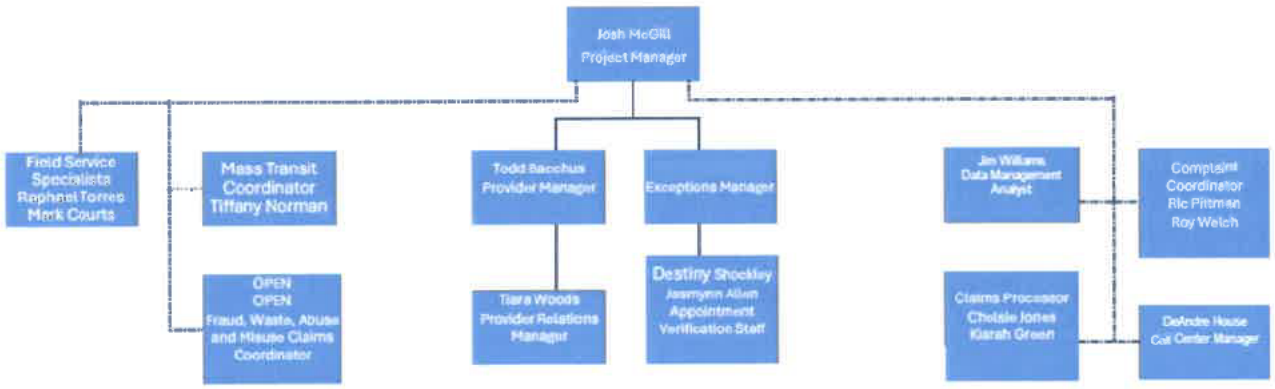
4.2.1.1. Organizational chart(s) showing the number and geographic location of all staff that will perform duties under the contract, including the vendor and subcontractor staff. Key staff members, off-site (i.e., location other than the vendor's call center facility), vendor staff, and subcontractor staff should be clearly identified as such on each organizational structure, including all parent entities. This chart should show the relationship of the vendor's proposed project organization to its overall organizational structure. The vendor should provide a revised organizational chart, within thirty (30) calendar days, at any time during the contract period that a change is made in the organizational structure.

West Virginia BMS Organization Chart



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WV BMS Key Personnel



Organizational Structure and Staffing Overview

Modivcare provides a dedicated, fully staffed West Virginia operations team that centralizes functional departments and specialized subcontractors' support. Our organizational structure is designed to deliver seamless NEMT brokerage services while strictly adhering to BMS's local presence, oversight, and responsiveness requirements.

Our proposal includes a detailed organizational chart that identifies:

- All staff assigned to this contract, including role titles, reporting lines, and geographic location
- Key personnel physically based at the Charleston, WV call center
- Off-site personnel supporting the program from other Modivcare offices
- Subcontractor staff assigned to specialized functions
- Reporting structure from the local operations team to Modivcare's national leadership

This chart illustrates the vertical integration between our West Virginia service team, Modivcare's corporate infrastructure, and our designated subcontractors.

Key Components of the Organizational Chart

Charleston, WV Call Center (On-Site) – Core Team

- Project Manager
- Provider Manager
- Provider Relations Manager
- Call Center Manager
- Exceptions Manager
- Mass Transit Coordinator
- Report Manager
- Two (2) Fraud, Waste, Abuse, and Misuse Claims Reviewers
- Two (2) Complaint Coordinators
- Two (2) Appointment Verification Staff
- Two (2) Field Service Specialists
- Two (2) Claims Processors

Off-Site Modivcare Staff

- Implementation Director – Remote (Project oversight during transitions)
- Medical Review Specialist – Remote
- Legal and Regulatory Counsel – National HQ

- Finance and Actuarial Support – National HQ
- Data Analysts and Report Developers – Remote, U.S.-based

Subcontractor Support (Clearly Identified)

Translation Services - Propio

Translation Services - CyraCom International

Contact Center Training - VXI Global Solutions

Each subcontractor staff group is clearly labeled in the chart and linked back to their Modivcare operational contact.

Parent Entity and Reporting Relationship

The chart reflects the full reporting hierarchy from the West Virginia NEMT program up to Modivcare's national leadership, including:

- Chief Executive Officer

This vertical alignment allows for rapid escalation, resource access, and strategic oversight without compromising the autonomy and accountability of the West Virginia-based program team.

Change Management

Modivcare will provide BMS with a revised organizational chart within thirty (30) calendar days of any structural or staffing changes affecting:

- Key personnel
- Subcontractor assignments
- Reporting relationships
- Functional responsibilities

All such updates will be submitted in writing and include a summary of the change, reason for the update, and effective date.

4.2.1.2. Description of the roles, responsibilities and skills associated with each position on the organization chart.

Staff Roles, Responsibilities, and Skills

The following table outlines each position's roles, responsibilities, and preferred qualifications on our West Virginia organizational chart. These individuals are dedicated to confirming the successful delivery of NEMT services across the state.

Role	Preferred Skills/Qualifications	Summary of Responsibilities
Project Manager	Bachelor's degree (or 4 years NEMT experience) + 2 years qualified experience	Oversees all contract requirements across BMS and ODCP/BBH programs; accountable for overall performance and daily operations.
Provider Manager	Bachelor's degree (or 4 years NEMT experience) + 2 years qualified experience	Supports the Project Manager and confirms strong relationships with members, clients, and NEMT Providers while meeting performance goals.

Provider Relations Manager	Bachelor's degree or equivalent work experience	Defines, implements, and maintains a compliant, effective and efficient Transportation Provider Network in their assigned market(s)
Exceptions Manager	BA required in Management and/or 6 years of leadership or other business related fields	Responsible for the management of the Exception Facility Liaison team which entails managing in/outbound calls as well as production queue work in local site and/or multiple locations.
Mass Transit Coordinator	High School Diplomaor equivalent experience required	Interacts with stakeholders to provide information in response to inquiries; confirms the efficient and accurate entering of all customer service requests into Modivcare's transportation management platform by performing all gatekeeping functions related to trip authorization, as well as documenting complaints and issues disclosed while providing superior customer service to callers.
Complaint Coordinator (2)	High school degree or GED; some college preferred	Manages complaints, initiates investigations, tracks resolution progress, and reports findings.
Fraud, Waste, Abuse, and Misuse Claims Reviewer (2)	High School Diploma or GED required. Two (2) plus years of experience in law enforcement, military, or SIU. Or equivalent combination of education and/or experience	Investigates and reports potential fraud, waste, abuse, or misuse; coordinates with clients and legal entities.
Report Manager	AA or BA/BS required	Oversees all activities of the Quality Assurance and Facilities staff and establishes positive and effective working relationships with customers, providers and agencies to establish superior customer service. Responsible for monthly, quarterly and annual customer reporting.
Claims Processor (2)	Prior data processing experience	Verifies and processes transportation provider claims in line with quality metrics.
Compliance Manager (2)	Bachelor's degree or equivalent experience	Oversees contract compliance, vehicle inspections, trip monitoring, and policy execution.
Compliance Specialist	6 months–1 year call center/customer service experience	Maintains credentialing records; supports centers with insurance and licensing compliance.
Communications Manager	Bachelor's degree or 4 years NEMT experience + 2 years	Provides education to facilities and members; manages outreach teams; supports training and engagement.

Appointment Verification Specialist (2)	3 years customer service; strong Excel/ Word skills	Coordinates trips with facilities; verifies attendance; assists members with appointment logistics.
Network Manager	Bachelor's degree or equivalent; audit experience preferred	Manages NEMT Provider compliance, performs field audits and inspections.
Field Service Specialist (2)	Transportation or vehicle maintenance experience	Conducts inspections, monitors compliance, and performs field reviews of trips and vehicles.
Call Center Trainer	2–5 years call center experience, 1+ year in training	Designs and delivers training; coaches CSRs; monitors training effectiveness.
Transportation Manager	Bachelor's degree or equivalent; 3+ years supervisory experience	Manages subcontracted providers, confirms on-time trip fulfillment.
Transportation Supervisor	5+ years transportation management; prior call center experience	Supports routing and dispatch; resolves complex scheduling issues.

This structure—backed by detailed qualifications and clearly defined responsibilities—demonstrates our ability to maintain operational continuity and deliver high-quality NEMT services statewide.

4.2.1.3. Job description and requirements for call center staff demonstrating a high school diploma or equivalent certification and all management staff demonstrating a bachelor's degree and at least two (2) years of qualifying experience for this project.

The Bureau requires that all Call Center staff possess at minimum a high school diploma or equivalent certification. In addition, all management staff must demonstrate a bachelor's degree and at least two years of qualifying experience relevant to the West Virginia NEMT program.

Modivcare's Call Center and management staff meet or exceed all minimum educational and experience requirements as outlined in the RFP. These personnel bring a combination of relevant academic credentials, hands-on NEMT experience, and specialized training that directly supports successful program operations and high-quality service delivery.

As the incumbent NEMT broker in West Virginia, Modivcare already employs a full-service Charleston-based team with a proven track record in Medicaid transportation management. We have structured our Call Center and leadership team to reflect BMS' required qualifications while emphasizing skill, efficiency, and a deep understanding of the local population we serve.

Call Center Staff Requirements and Job Description

All Customer Service Representatives (CSRs), Complaint Coordinators, Ride Assist agents, and Appointment Verification Specialists have a minimum of a high school diploma or equivalent. Many possess additional certifications or post-secondary coursework in healthcare or public service fields.

Job Duties Include:

- Responding to high-volume inbound calls with empathy and accuracy
- Scheduling and modifying transportation requests using Modivcare's proprietary platform
- Verifying trip eligibility and documenting member interactions
- Conducting complaint intake and providing resolution support
- Supporting appointment confirmations and attendance follow-up

These roles require strong communication skills, attention to detail, and managing sensitive medical transportation issues for diverse populations.

Call Center Management and Supervisory Staff Requirements

All management-level personnel—including the Project Manager, Assistant Manager, Call Center Manager, and departmental leads—hold a bachelor's degree and have two or more years of directly relevant experience. In some cases, candidates with extensive NEMT industry experience (four years or more) may substitute that for formal academic credentials, as permitted under the contract.

Key Responsibilities:

- Overseeing daily performance metrics, staffing, and service levels
- Managing call flow, escalations, and call quality
- Leading training, coaching, and performance reviews for CSRs
- Coordinating across departments to align call center operations with overall contract objectives
- Engaging with BMS and stakeholders to support operational transparency and continuous improvement

Staff certifications, degrees, and resumes are included in **Attachment 3 Resumes**, with notations on education and qualifying experience.

Conclusion

Modivcare's Charleston-based team includes 50 full-time call center staff and a management team that has operated successfully under the current West Virginia NEMT contract since 2018. Personnel files contain education verification, background checks, and training records that support both RFP requirements and Modivcare's internal standards.

Job descriptions and minimum qualifications for all relevant roles are located in **Attachment 4: Job Descriptions.** These materials validate that all staff included in our proposed organizational chart meet the educational and experiential requirements of this RFP.

4.2.1.4. For any proposed work to be performed off-site, including work of subcontractor(s), the bidder should describe the assurance of quality and timeliness of the work done off-site or through subcontractors.

Oversight of Off-Site and Administrative Subcontracted Work

Modivcare recognizes that BMS requires assurance that any administrative subcontractor or off-site resource supporting the West Virginia NEMT program delivers services with the same quality, accuracy, and timeliness as in-house work. Our subcontractor oversight model integrates each partner into our operational framework, holding them accountable through contractual obligations, performance metrics, and direct program management oversight.

Administrative Subcontractors

Modivcare engages select subcontractors to provide specialized services that enhance member access, compliance, and overall program performance. These subcontractors include:

Propio and CyraCom – Provides professional interpretation and translation services to support members with limited English proficiency.

VXI – Supports call center training of customer service teammates.

Other approved partners – Deliver targeted administrative functions that strengthen service delivery while remaining fully integrated with Modivcare's operating environment.

Quality and Timeliness Controls

To maintain BMS's expectations for quality and timeliness, Modivcare applies the following controls to administrative subcontractor work:

Contractual SLAs and Performance Metrics – Each subcontractor agreement includes clear performance standards for timeliness, accuracy, accessibility, and responsiveness.

Integration into Modivcare Systems – Subcontractors operate within Modivcare's secure platforms and reporting structures, allowing for real-time monitoring of work performed (e.g., interpreter call connection times, accessibility requests fulfilled).

Routine Performance Reviews – The Charleston-based Project Manager and Vendor Management Team conduct monthly performance reviews, assessing SLA adherence, member feedback, and compliance with BMS requirements.

Escalation and Corrective Action – Any deficiency triggers a documented corrective action plan, with specific timelines for resolution. Repeat or significant failures may result in termination of the subcontract.

Compliance Monitoring – Subcontractors must adhere to HIPAA, HITECH, and BMS confidentiality requirements. Modivcare's Compliance team conducts periodic audits of subcontractor processes and records to confirm adherence.

Oversight Structure

All subcontractor activities are managed centrally through the Charleston office. The Project Manager holds accountability for subcontractor deliverables and coordinates with subcontractor leadership on a recurring basis. This includes weekly status calls, quarterly business reviews, and ad hoc reporting to address program needs or compliance inquiries.

Proven Performance

Since 2018, Modivcare's administrative subcontractors have consistently supported the West Virginia NEMT program without delay or disruption. By embedding subcontractors into our operational and compliance framework, we maintain full accountability for their work while delivering timely, high-quality services to BMS and members.

4.2.1.5. Approach to staff retention and ensuring continuity of staff to include employee continued education/ training programs, employee performance incentives and other employee benefits/programs that provide for staff enhancement in education and/or performance. The vendor is to assume all costs associated with referenced programs.

Approach to Staff Retention, Education, and Continuity

We know that BMS's NEMT broker must maintain a stable, skilled workforce that supports consistent service delivery throughout the life of the contract. This includes offering employee education, ongoing training, and performance-based programs that promote retention, improve outcomes, and reduce turnover. Staff must be trained on eligibility, state policy, HIPAA regulations, and best practices for serving Medicaid members with diverse needs.

Modivcare maintains high levels of employee engagement, program knowledge, and customer service excellence by investing in education, training, and performance programs for its staff. These investments promote workforce stability and align daily performance with the goals of the West Virginia NEMT program. The result is a more compassionate, competent, and consistent experience for members — from eligibility assessment to trip scheduling and issue resolution.

Modivcare's Solution

Our approach to staff retention and performance development includes a combination of new hire training, annual

refreshers, soft skills development, cultural competency instruction, and performance-based incentives. These elements are all designed to support workforce stability and member experience throughout the contract.

Training on Eligibility and Policy Compliance

Customer service center staff receive structured, scenario-based training on eligibility requirements and transportation policies that align with both federal and state guidance. This training supports:

- Accurate eligibility determination — minimizing both wrongful denials and overutilization
- Consistency in service delivery — promoting equitable treatment of all members
- Regulatory compliance — reducing risk to the state
- Efficient use of resources — reducing call escalations and member confusion
- Improved member experience — through clear, compassionate communication
- Service sustainability — by minimizing eligibility-related errors

This training is required at hire, repeated annually, and updated as needed to reflect contract changes or audit findings.

Ongoing Staff Development & Core Training Areas

Staff receive structured training in the following categories:

- Technical Tools Training – System navigation, data entry accuracy, and platform proficiency
- Compliance & Ethics – HIPAA, FWA prevention, ADA standards, and cybersecurity protocols
- Customer Service Training – Communication skills, managing difficult calls, and barrier reduction
- Soft Skills & Cultural Competency – Respectful interaction across diverse populations
- Eligibility & Program Policy – Medicaid transportation criteria, scheduling rules, and documentation standards

Each course is designed to improve performance and build confidence, especially for team members working directly with West Virginia's Medicaid population.

Retention Strategies and Performance Incentives

Modivcare prioritizes staff continuity by providing:

- Competitive wages and locally informed compensation benchmarking
- Performance-based incentives tied to call handling, complaint resolution, and quality metrics
- Growth opportunities through internal promotion pipelines
- Coaching and mentoring from experienced managers and trainers
- Work-life balance support, including flexible scheduling options where appropriate
- Comprehensive benefits including health, dental, vision, retirement, and paid time off
- A positive, mission-driven work environment rooted in respect and shared purpose

Staff Continuity and Local Focus

The majority of our customer service and management staff are long-term Charleston, WV, residents who reflect the communities they serve. This local continuity, paired with structured retention planning, supports member trust and service consistency.

Conclusion

Over 60 locally based staff currently support West Virginia's NEMT operations. Training records, performance logs, and certification documents are maintained and available upon request.

Modivcare has successfully retained and developed key staff across multiple contract years with low turnover in leadership positions.

4.2.1.6. Approach and methodology to personnel management to include contingency plans to ensure adequate coverage of program needs and requirements. The vendor is to assume all costs associated with referenced programs.

Personnel Management and Contingency Planning – BMS, BBH and Jobs and Hope

Modivcare's personnel management strategy balances proactive workforce planning with robust contingency measures to protect uninterrupted service for BMS, BBH, and Jobs and Hope participants. Because these programs often require urgent, recovery-sensitive, or workforce-related trips, our staffing plan prioritizes continuity of service under all conditions — from day-to-day scheduling to unplanned emergencies.

Baseline Personnel Management

Predictive scheduling: Workforce management software forecasts staffing needs based on historical call and trip volume, peak MAT and counseling hours, and job training schedules.

Cross-trained staff: Call center agents are trained to handle multiple program functions — eligibility, reservations, urgent recovery trips — allowing seamless reassignment during surges.

Local expertise: Staff in Charleston, WV, are trained in BMS, Jobs and Hope, and BBH protocols, including trauma-informed communication, confidentiality, and workforce program requirements.

Contingency Planning for Adequate Coverage

To meet program requirements consistently, Modivcare has layered contingency plans to respond to staffing shortfalls, technology disruptions, or unexpected demand spikes:

Backup Call Centers

Calls overflow to our Norton, Virginia center after hours, on weekends, and during holidays — critical for urgent detox or MAT trips outside normal business hours. As mentioned previously, Modivcare offers multiple 24/7 call centers that, with client approval, can also assist with these calls.

In the event of a disruption at Charleston, calls reroute to one of Modivcare's 12 contact centers, each with access to the same systems and participant records.

Staffing Shortages

On-call and remote staff pools are available to fill shifts when local staff are unavailable.

Cross-trained team members from other departments can be redeployed instantly to sustain coverage for reservations, complaint handling, or urgent ride requests.

System or Connectivity Outages

Genesys Cloud provides redundant connectivity, automatically switching to secondary channels if the primary fails.

Our disaster recovery protocols reroute calls and trip data to alternate sites, confirming uninterrupted scheduling and dispatch.

High-Demand Surges

Examples include post-holiday Mondays, inclement weather, or regional recovery events.

Workforce supervisors use live monitoring to reallocate staff in real time and activate additional trained personnel to cover volume spikes.

Assumption of Costs

Modivcare covers all costs associated with contingency measures — including backup staffing, overflow call handling, and disaster recovery resources — so BMS, BBH, and Jobs and Hope maintain uninterrupted coverage without additional state expense.

Proven Reliability

Through this layered approach, Modivcare has consistently delivered stable performance in West Virginia, meeting stringent call center SLAs while sustaining uninterrupted support for recovery and workforce programs. Our contingency-first model provides BMS, BBH, and Jobs and Hope with the confidence that participant transportation will not be disrupted, even during unforeseen events.

4.2.1.7. The vendor should describe their experience within the last five (5) years' operating a full brokerage NEMT services program(s) for a population similar to that of West Virginia Medicaid, including the following:
4.2.1.7.1 State Medicaid and/or other governmental NEMT programs.
4.2.1.7.2 Providing NEMT or other transportation services.
4.2.1.7.3 Brokering NEMT or other transportation services.
4.2.1.7.4 Recruiting NEMT Providers.
4.2.1.7.5 Operating an Automatic Call Distribution (ACD) system.
4.2.1.7.6 Staffing a NEMT or other transportation service customer service center.
4.2.1.7.7 Developing and managing a transportation database, including reporting and transportation utilization analysis activities

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4.2.1.7 – Experience Operating a Full Brokerage NEMT Services Program

The Bureau must have a vendor with deep, demonstrated experience managing statewide NEMT programs for Medicaid populations. The ideal vendor must have successfully delivered full-service brokerage operations across multiple states, including call center functions, provider network development, utilization management, claims processing, and analytics.

Modivcare draws from a robust portfolio of state-based contracts and a national infrastructure to provide consistent, compliant, and scalable NEMT services. We have successfully operated full-risk brokerage programs in both rural and urban states with populations and program goals comparable to West Virginia's. Our leadership, technology, and program design consistently meet state requirements while improving member outcomes and system efficiency.

4.2.1.7.1 – State Medicaid and/or Other Governmental NEMT Programs

	Service Area	Members	Annual Trips	Annual Calls	Year of 1st Contract
Delaware	Statewide	>240,000	>1.2M	>195,000	2002

Florida	26 Counties	>89,000	328,000	>104,000	2015
Georgia	3 Regions	>970,000	>2.5M	>550,000	1996
Maine	5 Regions	>210,000	>1.2M	>160,000	2013
Michigan	3 Counties	>175,000	>640,000	>270,000	2010
Mississippi	Statewide	>94,000	>344,000	>135,000	2024
New Jersey	Statewide	>1.7M	>6.0M	>1.4M	2009
Oklahoma	Statewide	>325,000	>1.1M	>375,000	2003
Pennsylvania	Philadelphia	>665,000	>2.1M	<200,000	2006
South Carolina	Statewide	>2.4M	>3.4M	>815,000	2007
Texas	Statewide	>6,000	<29,000	<25,000	2021
Utah	Statewide	>310,000	>226,000	>60,000	2014
Virginia	Statewide	>115,000	>2.9M	>531,000	2001
West Virginia	Statewide	>480,000	>2.3M	>275,000	2018

4.2.1.7.2 – Providing NEMT or Other Transportation Services

Since 1996, NEMT has been our core business. We serve as a true third-party broker, which removes conflict of interest and allows us to focus entirely on managing operations, network quality, and program outcomes. Our national model spans all modes: ambulatory, wheelchair-accessible vans, stretcher vehicles, public transit, volunteer drivers, and gas mileage reimbursement.

4.2.1.7.3 – Brokering NEMT or Other Transportation Services

As the nation's leading NEMT broker, Modivcare currently operates more than 110 customized brokerage models in all 50 states and the District of Columbia. Each model is built around a flexible, scalable platform that allows for variations in policy, trip volume, rural access, and population health trends. In certain other markets, we have been asked to step in when other brokers fail to meet performance or compliance obligations.

4.2.1.7.4 – Recruiting NEMT Providers

We have extensive experience building, credentialing, and managing transportation provider networks, particularly in rural areas. In West Virginia, we currently contract with more than 100 local providers, including transit authorities and commercial operators. Our Provider Relations Manager hosts onboarding sessions, quarterly town halls, and one-on-one coaching to promote high service quality and compliance. We support network growth with tools like real-time performance dashboards, demand forecasts, and targeted recruitment campaigns.

4.2.1.7.5 – Operating an Automatic Call Distribution (ACD) System

Our Charleston-based call center uses the Genesys Cloud solution. This allows us to intelligently route calls, prioritize based on need, and meet contract-level SLAs for speed to answer and abandonment rate. Real-time call monitoring, queue management, and system alerts give supervisors the tools to maintain high responsiveness and service continuity.

4.2.1.7.6 – Staffing a NEMT or Other Transportation Services Call Center

Modivcare operates 15 call centers across the country. In Charleston, our team of 50+ staff includes CSRs, Call Center Leads, Trainers, Quality Assurance Specialists, and Supervisors. All staff are locally hired, trained on BMS's policies and member needs, and equipped to handle reservations, eligibility inquiries, complaints, and ride assistance.

When needed, calls overflow to our 24/7 Norton, VA call center to maintain uninterrupted access.

4.2.1.7.7 – Developing and Managing a Transportation Database, Including Reporting and Utilization Analysis

Our proprietary platform houses all member, trip, and provider data. This system integrates call center workflows, GPS-based trip validation, claims processing, and complaint tracking. Our client-facing business intelligence dashboard lets designated BMS staff access near real-time utilization trends, provider performance metrics, member-level trip histories, and detailed operational reports.

Conclusion

Modivcare successfully transitioned West Virginia's NEMT program in 2018 and continues to manage it today. We consistently meet or exceed contract SLAs across 14 state Medicaid programs in which we offer real-time dashboards, quarterly advisory committees, and independent URAC accreditation support transparency and accountability. Additionally, more than 1.9M million trips and 225,000 calls are processed annually in West Virginia alone.

4.2.2. Mandatory Qualification/Experience Requirements - The following mandatory qualification/experience requirements must be met by the Vendor asa part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any area where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

Mandatory Qualification/Experience Requirements

Modivcare meets and exceeds all mandatory qualification and experience requirements outlined in the RFP. As the incumbent NEMT broker in West Virginia and the nation's largest manager of non-emergency medical transportation services, Modivcare brings unmatched operational depth, personnel qualifications, and program experience.

1. Key Staff Qualifications

Modivcare has identified and assigned qualified individuals to all key staff roles, including:

Role	Assigned Staff	Qualifications
Project Manager	Joshua McGill	Bachelor's degree (or 4 years NEMT experience) + 2 years qualified experience
Provider Relations Director	Todd Bacchus	Bachelor's degree or equivalent work experience
Provider Relations Manager	Tiara Woods	Bachelor's degree or equivalent work experience
Exceptions Manager	Tyrone Thompson / Brianna Parks	Minimum of a BA requeired in Management and/or 6 years of leadership or other business related fields i.e.; Finance, Healthcare, etc.
Call Center Management Staff	DeAndre House	Bachelor's degree (or 4 years NEMT experience) + 2 years experience

Modivcare exceeds the minimum two-year requirement for all roles. Team members hold advanced degrees and have led successful implementations across multiple states.

2. Additional Staff Resumes

We have included resumes for all named staff involved in implementation, ongoing operations, and temporary assignments (e.g., training leads, implementation specialists). Each resume:

- Is limited to three (3) pages;
- Includes relevant licensure, experience, and education;
- Demonstrates direct experience in managing NEMT programs, eligibility, complaint resolution, and provider oversight.

3. References from Comparable Programs We Manage

Modivcare has provided three references from Medicaid or state agency contracts within the past five years. In addition, we have included a reference from a West Virginia MCO that leverages our services under the current NEMT contract.

4. Subcontractor Compliance

Where applicable, Modivcare's subcontractors meet all qualifications and are fully credentialed. We have included draft subcontracts and policies for subcontractor management that demonstrate alignment with state and federal requirements.

By exceeding educational, experiential, and programmatic requirements in every category, Modivcare is uniquely positioned to continue leading West Virginia's NEMT program without transition risk or service disruption.

4.2.2.1. Key staff positions: Project Manager, Assistant Manager, Provider Relations Manager, Outreach and Communications Manager and Call Center management staff, identified with named individuals and resumes demonstrating a bachelor's degree, licenses, skills and at least two (2) years' experience that qualifies them for their role in this project. The bachelor's degree may be substituted with four (4) years of full-time or equivalent part-time paid NEMT experience in addition to the two (2) years already specified. Resumes should be limited to three (3) single-sided pages per individual.

Key Staff Identification and Qualifications

The Bureau needs a vendor to identify key project staff, including the Project Manager, Assistant Manager, Provider Relations Manager, Outreach and Communications Manager, and Call Center management staff. These individuals must demonstrate either a bachelor's degree and at least two years of relevant experience or, in lieu of a degree, a minimum of six years of qualifying NEMT experience.

Modivcare provides a team of key personnel who have firsthand experience managing the West Virginia NEMT program and bring a proven track record of operational excellence, regulatory knowledge, and stakeholder collaboration. These individuals possess the education, skills, and leadership required to continue delivering high-quality, compliant service throughout the contract period.

As the incumbent broker, Modivcare proposes a team of key staff who currently oversee daily operations, stakeholder engagement, provider relations, and call center performance for West Virginia's Medicaid transportation program. Each individual has been selected for their direct experience with the State's NEMT contract, knowledge of West Virginia's member populations and healthcare landscape, and performance managing similar state and regional transportation initiatives.

The following individuals are identified as Modivcare's proposed key staff:

Project Manager: Joshua McGill

Joshua has served as the West Virginia Project Manager since 2019 and previously contributed to the program's initial statewide implementation. He holds extensive experience in NEMT program operations, stakeholder engagement, and cross-functional coordination. Joshua has managed large-scale teams, supported policy compliance, and maintained strong communication with BMS throughout his tenure.

Assistant Project Manager: Todd Bacchus

Todd brings over 7 years of NEMT experience, making him fully qualified under the alternate experience pathway. He has held leadership roles in both provider relations and implementation and currently supports West Virginia operations by managing internal teams, maintaining contract performance, and helping bridge provider and member concerns.

Provider Relations Manager: Tiara Woods

This individual leads provider recruitment, training, compliance oversight, and performance improvement. They regularly coordinate with West Virginia's transportation providers, facilitate quarterly town halls, and conduct field inspections in partnership with compliance staff.

Exceptions Manager:

This position is a West Virginia-based outreach professional who leads education campaigns for members, facilities, and community partners. They are responsible for developing and distributing training materials, coordinating with healthcare organizations, and supporting BMS with program updates and materials that reflect member needs.

Call Center Management: DeAndre House

DeAndre leads the Charleston call center team and supervises over 50+ CSRs, leads, trainers, and Quality Assurance (QA) staff. He has more than two years of direct NEMT call center experience and a strong background in staff development, performance tracking, and workforce management.

Resumes for these individuals are provided in **Attachment 3 Resumes**. Each resume is limited to three pages and outlines relevant degrees (or qualifying NEMT experience), licenses, certifications, and work history aligned with the responsibilities of their proposed role.

Modivcare's proposed key staff have each contributed to the successful administration of the West Virginia NEMT contract since its transition in 2018. Their qualifications include:

- Years of experience working directly under the existing contract
- Familiarity with the member population, provider landscape, and compliance requirements
- Consistent leadership in statewide implementation, service delivery, and stakeholder engagement
- Documented performance evaluations, audits, and program outcomes demonstrating successful management

Additional evidence of qualifications is available in resume attachments and detailed in the organizational structure and staffing plan sections of this proposal.

4.2.2.2. Resumes of all other named individuals included in the Vendor's proposal, including any temporary staff that may be assigned to the project to provide specific, fixed length services (e.g., training specialists or implementation staff). Resumes should include licenses, skills and relevant experience as they pertain to this project. Resumes should be limited to three (3) single-sided page per individual.

Please see **Attachment 3_Resumes.**

4.2.2.3. The vendor should provide detailed evidence of their related experience and capabilities in providing NEMT services in a full brokerage program. At least three (3) Vendor references from work performed for government entities within the last five (5) years should be provided. A reference from an MCO is acceptable when accompanied by a letter from that state's Medicaid agency explaining the relationship and size of the population served.

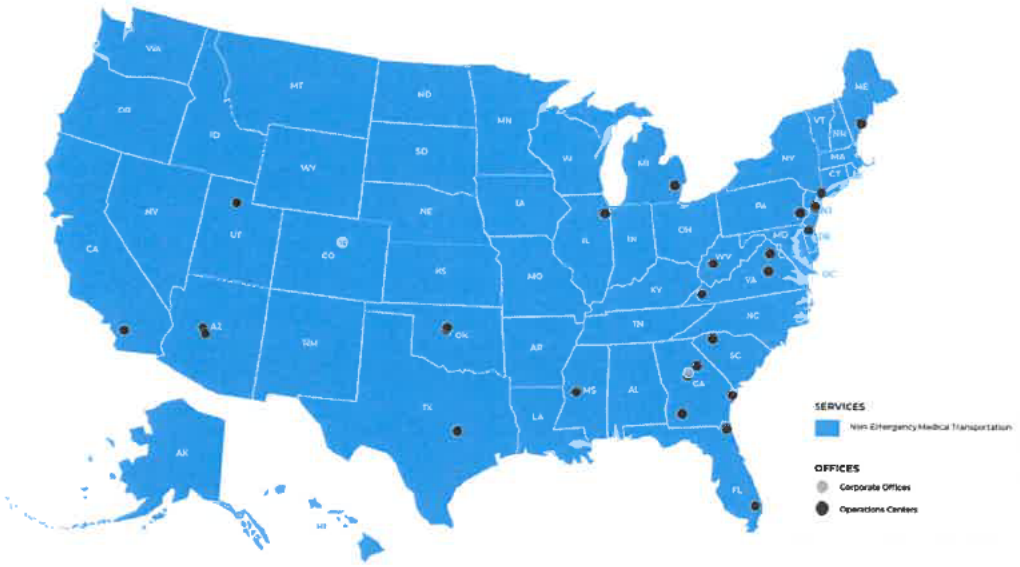
Modivcare: Background, Experience, and Medicaid Expertise

Company Overview

Modivcare is the nation's largest and most experienced provider of Non-Emergency Medical Transportation (NEMT), offering a comprehensive brokerage model that supports millions of Medicaid members across the United States. We deliver transportation, personal care, and remote patient monitoring solutions through a fully integrated supportive care platform.

Our NEMT services currently support approximately **29 million members**, with over **44 million completed trips annually** across a vast network of contracted transportation providers. Modivcare operates in **48 states**, working in partnership with **state Medicaid agencies, managed care organizations (MCOs)**, and healthcare providers to deliver timely, safe, and cost-effective access to care.

We design, implement, and manage integrated transportation solutions for more than 110 transportation programs in all 50 states and the District of Columbia.



West Virginia Experience

Modivcare has proudly served as the **incumbent NEMT broker for the State of West Virginia since 2018**, successfully implementing and managing the state's full-risk brokerage program. Over the past several years, we have established a strong local presence, supported by an experienced in-state team and a reliable transportation network that reaches both urban and rural communities.

Our experience in West Virginia includes:

- **Statewide operations management** covering all 55 counties
- A **dedicated West Virginia project team**, including a local call center and provider relations support
- Customized member outreach programs to address **social determinants of health**
- Continuous collaboration with the Bureau for Medical Services (BMS) to evolve service delivery

Modivcare has already completed the full range of implementation activities as the incumbent. Our systems, local staff, provider relationships, and operational workflows are fully in place, enabling seamless continuation of service with no disruption.

A True Partner Invested in Local Community Engagement

We believe that supporting the health of West Virginians extends beyond transportation. Our West Virginia staff regularly participates in statewide charitable events, including the Breast Health Initiative Walk, the Down Syndrome Buddy Walk, the Heart Association Walk, and other community-based initiatives. These events unite providers, families, and advocates in a shared mission to promote wellness, inclusion, and support for vulnerable populations. Our participation demonstrates our dedication to being more than a transportation broker—we are an invested partner in the overall health and well-being of the communities we serve.



Team Modivcare joining the Breast Health Initiative Walk to support women's health across West Virginia.



WV staff participating in the Down Syndrome Buddy Walk, celebrating inclusion and advocacy.



Walking alongside families at the American Heart Association Walk to promote cardiovascular health

Medicaid and Full Brokerage Capabilities

Modivcare is a trusted partner to over **80 Medicaid programs** and has deep experience managing full-risk NEMT brokerages. Key capabilities include:

Trip Management at Scale: Millions of trips annually, with automated trip assignment, scheduling, and monitoring

Network Development: A national and regional network of credentialed transportation providers, including specialized modes for dialysis, bariatric, stretcher, and rural transport

Member-Facing Tools: Multilingual call centers, mobile apps, and web portals that improve access and convenience

Advanced Technology Infrastructure: Our Mobility Access Platform delivers real-time tracking, automated workflows, and actionable analytics

Regulatory and Quality Oversight: URAC-accredited operations in West Virginia and compliance with HIPAA, HITRUST, SOC 2 Type II, and ISO 27001 standards

Compliance, Accreditation, and Security

Modivcare was the first NEMT broker in the nation to receive **URAC accreditation**, and we maintain enterprise-wide certification across all operating centers. Our **West Virginia operations** have held **full URAC CORE Accreditation**, renewed in February 2025, and continue to meet the highest standards for quality and accountability. Security and compliance standards include:

- HITRUST Certified
- SOC 2 Type II
- HIPAA Compliant
- ISO 27001 Certified

Supporting West Virginia's Future

Modivcare is deeply invested in the health and well-being of West Virginians. Our work in the state has connected thousands of residents to critical care while reducing administrative burden for state agencies. We are proud to serve as West Virginia's transportation partner and are committed to building on our successful track record with continued innovation, local engagement, and excellence in service delivery.

References

To demonstrate our qualifications and experience in operating full brokerage NEMT programs, we provide the following references from government entities we have served within the last five years. Each reference highlights our ability to successfully manage large-scale NEMT operations, maintain compliance with state and federal requirements, and deliver high-quality service to members and partner organizations.

Client Organization	Delaware Division of Medicaid & Medical Assistance	Maine Department of Health & Human Services	State of Mississippi - Division of Medicaid
Point of contact name	Colleen Yezek	Roger Bondeson	William Thompson
Title	Chief of Managed Care Operations, Division of Medicaid and Medical Assistance	Associate Director, Division of Operations Office of Mainecare Services	Bureau Director II - Non-Emergency Transportation

Phone Number	302-255-9753	207-287-2705	601-359-5242
Email	colleen.yezek@delaware.gov	roger.bondeson@maine.gov	William.Thompson@medicaid.ms.gov

These references reflect our proven record of delivering cost-effective, compliant, and member-focused NEMT brokerage services for large populations. Our experience demonstrates the stability, scalability, and innovation required to continue meeting BMS's needs in West Virginia.

4.3.1. There will be no Oral Presentation required for this solicitation.

Modivcare acknowledges that there will be no oral presentation required for this solicitation.

Appendix 1: Operational Specifications

I. NEMT Service Request Processing

The vendor should provide screening, assignment, dispatch, payment and monitoring of NEMT requests to ensure consistent application of: BMS Chapter 524, which can be found at: http://www.dhhr.wv.gov/bms/Pages/Manuals.aspx of the West Virginia State Medicaid Manual for Provider requirements.Chapter 27 of the West Virginia Bureau for Family Assistance (BFA) Income Maintenance Manual (IMM) for member eligibility, which can be found at: https://dhhr.wv.gov/bfa/policyplans/Documents/Binder4.pdf42CFR § 440.170, which can be found at: https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-sec440-170.pdf Assurance of Transportation A Medicaid Transportation Coverage Guide, which can be found at: https://www.medicaid.gov/federal-policy-guidance/downloads/smd23006.pdf The Vendor is responsible for maintaining compliance with, West Virginia Code, Chapter 46A, Art. 2A, which can be found at: http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=46a&art=2AWest Virginia Code, Chapter 61, Art. 3C, Computer Crime and Abuse Act, which can be found at: http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=61&art=3C#03CPolicies Issued by West Virginia Office of Technology, Chief Technology Officer, which can be found at: http://www.technology.wv.gov/security/Pages/policies-issued-by-thecto.aspx The West Virginia Executive Branch Privacy Policy: Security Safeguards, which can be found at: http://www.privacy.wv.gov/SiteCollectionDocuments/Privacy%20Policies/6%20Security%20Safeguards%20Policy%20WVEB-P106.pdf The vendor should fully and specifically describe in their Proposal how it intends to screen, authorize, schedule, and assign trips to NEMT providers and communicate the information to the NEMT providers. The vendor should also describe its procedure for assigning standing orders, urgent trips and re-routed and/or refused trips.

Screening, Authorization, Scheduling, Dispatch, and Monitoring of NEMT Requests

Modivcare's operational model for West Virginia NEMT services is fully aligned with all applicable federal and state laws, regulations, and guidance documents, including:

- BMS Chapter 524 (West Virginia State Medicaid Manual – Provider Requirements)
- Chapter 27 of the West Virginia BFA Income Maintenance Manual (IMM)
- 42 CFR § 440.170 – Medicaid Transportation Benefit
- SMD# 23-006 – Assurance of Transportation Coverage
- West Virginia Code, Chapters 46A and 61, including data security laws
- Security and privacy guidance issued by the WV Office of Technology and Executive Branch Privacy Policy

Each function described below is performed using documented protocols, automation, and trained staff to promote consistency and accountability.

I. Screening and Authorization of NEMT Requests

All incoming NEMT requests are screened by trained call center staff or received through an online provider portal. Every trip request is subject to a standardized screening workflow that includes:

Eligibility Check: Member eligibility is verified using weekly batch files from BMS, as well as real-time queries through the Medicaid Management Information System (MMIS) or designated systems.

Covered Service Confirmation: Call center staff confirm that the requested appointment is for a Medicaid-covered medical service. Documentation is requested if the appointment type or provider is not pre-verified.

Provider Proximity Validation: Trip requests are evaluated for proximity to the member's residence to confirm that the provider is the nearest appropriate option. Trips exceeding standard distance thresholds are flagged for additional validation per BMS policy.

Transportation Need Assessment: Representatives assess the member's mobility status and select the most appropriate mode (e.g., ambulatory, wheelchair, lift van). Medical justification is required for enhanced services.

Attendant or Escort Review: Attendant presence is approved when medically necessary or for minors and members with cognitive or physical support needs.

Recurring Care Requests: If the trip is for dialysis, chemotherapy, physical therapy, or another recurring service, the member is offered a standing order.

Each request is assigned a unique Trip ID and documented in the system of record. Denials follow a documented protocol, with written notification provided to the member that includes their appeal rights per Chapter 524 and federal Medicaid fair hearing requirements.

II. Trip Scheduling and Provider Assignment

Approved trips are scheduled and routed through Modivcare's proprietary transportation management platform. The system:

- Assigns trips based on geographic proximity, capacity, provider credentials, and on-time performance history.
- Prioritizes member-provider pairings with successful past trips, when feasible.
- Sends automated trip confirmations to members and providers via phone or electronic portal.
- Applies a mileage tier classification (0–10, 11–25, etc.) to support rate assignment and reporting.

The system prevents overbooking and identifies late or no-show risks by referencing trip history and provider availability. All trip details (member name, pickup/drop-off address, time, service type) are embedded in the electronic manifest received by the NEMT provider.

III. Standing Order Management

Standing orders are available for members receiving recurring treatments (e.g., dialysis, MAT, radiation therapy).

Orders are valid for up to 90 days and are renewed only with continued medical necessity verification.

All standing orders are reviewed monthly for accuracy, usage, and potential misuse.

Providers receive pre-scheduled manifests for standing order trips, reducing administrative burden and improving member continuity.

IV. Urgent, Hospital Discharge, and Same-Day Requests

Urgent trips (e.g., same-day appointments, post-hospital discharge) are accepted and screened via our dedicated Ride Assist line, open 24/7.

Discharge transportation is prioritized and dispatched within one hour of request.

If the assigned provider is unavailable, the system escalates to alternate providers or out-of-network back-ups based on proximity and availability.

Same-day requests are reviewed case by case and approved if medically necessary and logistically feasible. Denials are documented with reason codes, and a notice is sent to the member.

V. Re-Routed and Refused Trips

If a provider cannot fulfill a scheduled trip, the system reassigns the trip in real time to the next best qualified provider.

Members are contacted immediately with updated pickup time and provider name.

Repeated provider refusals are logged and trigger a review by the Provider Relations team.

If a member refuses the assigned provider, efforts are made to accommodate preferences where feasible without compromising timeliness or availability.

VI. Monitoring and Compliance

Modivcare uses automated validation rules, audit logs, and escalation workflows to maintain compliance with:

- WV Medicaid provider requirements (BMS Chapter 524)
- Eligibility determination rules (IMM Chapter 27)
- Federal NEMT rules (42 CFR § 440.170)
- SMD# 23-006 (transportation assurance guidelines)
- Data privacy, security, and anti-fraud standards under WV Code and the WV Executive Branch Privacy Policy

All trip requests, denials, overrides, reroutes, and modifications are logged with time stamps and user ID tracking. Reports on screening and assignment activity are submitted to BMS as required in Appendix 3.

Conclusion

Modivcare's approach to trip screening, authorization, scheduling, assignment, and monitoring reflects the current regulatory environment and the unique needs of the West Virginia Medicaid population. Our systems and staff are structured to apply consistent standards in compliance with all referenced state and federal guidelines while supporting member access and program integrity.

A. Screening

Based on authorization of previous NEMT Services, the vendor should consider Agency members' permanent and temporary special needs, appropriate modes of transportation, any special instructions regarding the nearest appropriate provider, and any additional information necessary to ensure that appropriate transportation is authorized and provided. This information should be easily accessible by all vendor staff. NEMT request screening should adhere to the following specifications:

Screening Protocols for Special Needs, Mode of Transport, and Provider Appropriateness

Modivcare's screening process for NEMT requests is structured to reflect the full transportation history, needs, and clinical circumstances of each BMS member. Information gathered during previous trip authorizations—including special needs, transportation mode history, provider proximity exceptions, and behavioral or medical flags—is stored in a centralized member profile that is immediately accessible to all authorized Modivcare staff handling trip scheduling, review, or dispatch.

This profile is used at the time of each request to inform trip approvals, mode selection, and provider assignments.

I. Consideration of Permanent and Temporary Special Needs

Modivcare's platform maintains detailed member-level transportation profiles that capture:

- Mobility limitations (e.g., use of wheelchair, walker, oxygen)
- Vision or hearing impairments
- Cognitive conditions (e.g., memory loss, intellectual/developmental disability)
- Behavioral considerations (e.g., noncompliance, need for escort, prior incidents)
- Language and communication preferences
- Temporary medical conditions impacting transportation (e.g., recent surgery, injury, or illness)

These attributes are factored into screening questions and decision logic during every new request. Temporary conditions are assigned review dates to prompt reevaluation for future trips.

II. Determining the Appropriate Mode of Transportation

Using member history and the nature of the appointment, Modivcare assigns the most appropriate and cost-effective mode of transportation, including:

- Ambulatory (basic vehicle)
- Wheelchair-accessible vehicle
- Lift van (for members requiring mechanical assistance)
- Commercial transit or gas mileage reimbursement (when suitable)
- Door-to-door or hand-to-hand service (if medically required)

Documentation from a medical provider may be requested if the requested mode differs from historical usage or appears inconsistent with the appointment type.

III. Special Instructions and Provider Proximity Considerations

Any member-specific instructions (e.g., allergies, seating requirements, pick-up point changes, facility entry restrictions) are logged and referenced at time of scheduling.

For cases where the nearest appropriate provider is not used, Modivcare confirms:

- Continuity of care needs
- Provider specialty availability
- Medical documentation for referrals or exceptions

Trip routing logic flags excessive distances automatically and requires additional validation from scheduling staff or the Exceptions Manager.

IV. Accessibility of Member Information to Staff

All Modivcare staff who handle member calls or authorize trips have secure access to real-time member profiles via the company's trip management system. This includes:

- Past trip history
- Modes previously approved or denied
- Notes from provider relations or compliance teams
- Standing orders
- Open complaints or unresolved eligibility issues

Information is permission-controlled but fully available to staff responsible for screening, scheduling, or responding to member inquiries.

V. Adherence to Screening Specifications

Modivcare's NEMT screening process incorporates the following requirements:

Authorized Requesters: Only members, family representatives, medical providers, case managers, or legal guardians may request trips.

Eligibility Verification: All trips are screened for Medicaid eligibility for the date of service via batch files or real-time lookup.

Service Verification: Staff confirm the appointment is for a Medicaid-covered service and that the provider is enrolled or otherwise authorized.

Mode Determination: The most medically appropriate and cost-effective mode is selected. Requests for higher-level modes require justification.

Provider Proximity: Trips are limited to the nearest appropriate provider unless there is a documented reason for exception.

Attendant Necessity: Escorts are approved based on age, disability, medical need, or documentation provided by a licensed clinician.

All determinations are recorded with justification and supporting documentation when required. Denied requests result in a written notice with appeal rights.

Conclusion

Modivcare's approach balances efficiency with member-centered care. Our system integrates medical, behavioral, and historical data to support informed trip screening that is in line with BMS policy, protects program integrity, and reflects the evolving needs of each member.

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1. Requests for NEMT services may be made by Agency members, their families, guardians or representatives, and by medical or NEMT providers.

Modivcare understands and agrees to continue complying with this requirement.

B. Advance Reservations

The vendor should educate WV Agency members on how to request NEMT services, including how to request services that will be made at least five (5) business days before the service is needed. The vendor will develop processes to handle urgent requests including but not limited to the last minute, evening or those falling upon weekends and/or holidays. The vendor should additionally develop processes to adjust for scheduling changes, NEMT providers not arriving for scheduled pick-ups, as well as challenges posed by inclement weather conditions.

Member Education and Access to NEMT Services

Modivcare delivers a comprehensive and multi-channel member education program to help West Virginia Medicaid recipients understand how to request transportation services, what to expect during the process, and how to access support in urgent or exceptional situations. Our communication strategy aligns with BMS's program policies and prioritizes ease of access, timeliness, and member safety.

I. Education on Trip Scheduling and Advance Notice Requirements

All members receive clear instructions during onboarding and recurring outreach on how to schedule transportation. Educational materials (print, digital, and verbal) emphasize the requirement to request trips at least five (5) business days prior to the medical appointment, including:

- Brochures and flyers mailed during initial enrollment and available at provider offices
- On-hold call center messaging and IVR reminders
- Information posted on the Modivcare West Virginia member website
- Targeted outreach during community events or BMS-supported programs

Educational content is written at or below a fifth-grade reading level, translated into Spanish and other common languages as needed, and available in accessible formats for members with visual or cognitive impairments.

II. Handling Urgent, Last-Minute, and After-Hours Requests

Modivcare maintains multiple call centers available to answer calls 24/7/365 to receive and coordinate urgent trip requests that fall outside of standard scheduling windows. This includes:

- Same-day requests due to appointment changes, sudden illness, or hospital discharge
- After-hours or weekend needs that cannot be delayed to the next business day
- Last-minute trips resulting from rescheduled or emergent medical appointments

Each request is reviewed for medical necessity and logistical feasibility. Where trip assignment is possible, we dispatch a credentialed provider from our on-call pool or reallocate an existing provider to fulfill the request.

III. Adjustments for Scheduling Changes and Provider No-Shows

Modivcare continuously monitors all scheduled trips in real time. When scheduling changes occur, our team responds promptly to minimize disruption:

- If a member reports a rescheduled appointment, our call center staff modify the trip and reassign it as needed.
- If a provider is delayed or cancels, the system triggers an alert and escalates to the Network Operations Team to reassign the trip.
- Ride Assist representatives contact the member to confirm the updated provider and adjusted pickup time.

All scheduling changes are documented in the member's trip history and reported.

IV. Inclement Weather Response

During adverse weather events (e.g., heavy snow, flooding, road closures), Modivcare activates its Inclement Weather Protocol:

- Regional weather alerts are monitored by the Network Operations Team.
- Providers are contacted to confirm operational status and capacity adjustments.
- Members are notified in advance if services may be delayed, rescheduled, or suspended for safety.

Trip prioritization is implemented, with a focus on:

- Life-sustaining treatments (e.g., dialysis, chemotherapy)
- Discharges from hospitals or crisis facilities
- Members with no alternate transportation options

Rescheduled trips are offered at the earliest opportunity once conditions allow. Modivcare reports all weather-related impacts to BMS as part of the ongoing program performance tracking.

Conclusion

Through a combination of early education, real-time responsiveness, and structured contingency protocols,

Modivcare equips West Virginia Medicaid members with the knowledge and support necessary to access transportation services, whether planned well in advance or required under urgent or unexpected circumstances.

C. Notification of Arrangements

The vendor should notify the member or their representative of the transportation arrangements during the initial phone call when requesting NEMT services. If unable to do so during the initial call, the vendor should inform the member or their representative promptly by a subsequent phone call, facsimile, or letter. If notifying by letter, it should be sent in time for the member to receive it at least two (2) calendar days before the scheduled NEMT service date.

Immediately upon a successful booking and confirmation, the CSR recaps the reservation details, and the system sends real-time notifications to all stakeholders. Members receive confirmations via SMS, email, or voice call, while the assigned transportation provider is alerted through our integrated mobile driver application. The notification includes all ride details—such as scheduled time, pick-up location, and provider contact information—to make certain that both parties are fully informed and prepared. This helps drive punctuality and enhances the overall coordination process.

D. Scheduling and DispatchingTrips

The vendor should schedule and assign authorized trips to an appropriate NEMT provider. The following standards are to be maintained: The vendor should ensure that the average waiting time for a pick-up does not exceed fifteen (15) minutes. The vendor may propose a method to ensure that Agency Members arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return trip if the covered medical service follows a reliable schedule. The pre-arranged times may not be changed by the NEMT provider or driver without prior permission from the vendor. The vendor should indicate the process for rescheduling NEMT providers which is to be followed in situations where the NEMT provider is or may be late for a previously scheduled pick-up due to traffic, road closure, vehicle failure, inclement weather or any other unforeseen circumstance(s). The vendor and NEMT provider may group Agency members and trips to promote efficiency and cost effectiveness. The vendor may contact providers in this process. Agency members receiving behavioral health services covered by Agency programs for the scheduled trip should have transportation services scheduled

Trip Scheduling, Provider Assignment, and Timing Standards

Modivcare uses a centralized scheduling and dispatch system to assign all authorized trips to appropriately credentialed NEMT providers based on member needs, provider capacity, geographic coverage, and on-time performance history. All trip assignments follow BMS's standards and are actively monitored in real time to maintain service quality and operational efficiency.

I. Trip Scheduling and Provider Assignment Process

Each approved trip is entered into Modivcare's trip management platform and assigned to a provider based on proximity, capacity, mode of service, and provider performance metrics. Assignments are automated through system logic that applies BMS policy rules regarding Level of Service, trip distance, and provider coverage area. Providers receive electronic trip manifests at least 48 hours in advance for routine trips and within minutes for urgent or same-day trips. All assignment details are documented, timestamped, and retained for audit and performance review purposes.

In addition to call center scheduling, Modivcare provides facilities with access to TripCare, a secure web-based portal that streamlines trip requests and coordination. Through TripCare, facility staff can submit ride requests, manage

standing orders for recurring appointments, and track real-time trip status without relying on phone calls. Automated notifications alert staff and members to trip updates, while dashboards display utilization and on-time performance trends. This tool reduces administrative burden, improves scheduling accuracy, and decreases missed connections, leading to higher member satisfaction and stronger compliance with Appendix 4 SLAs. TripCare is already in active use across West Virginia facilities, where thousands of trips each month are scheduled and monitored through the platform.

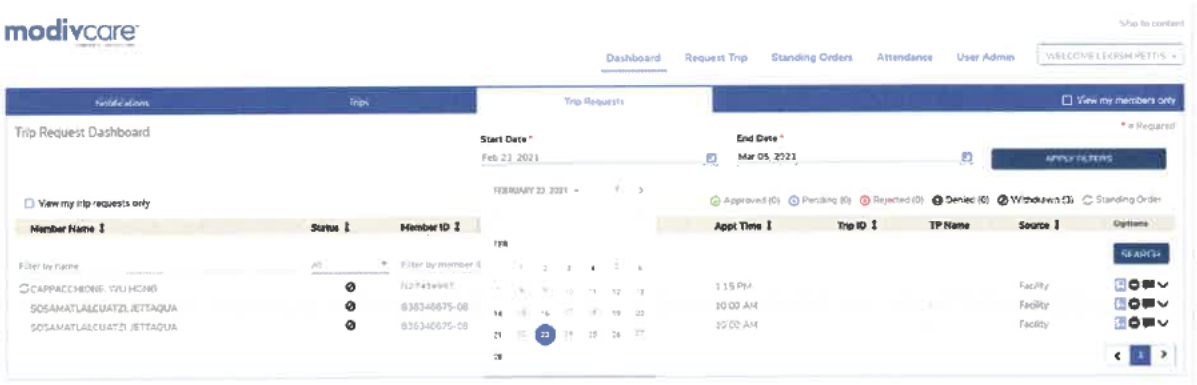


Figure #: TripCare's dashboard allows users to view, manage, and schedule trips at their convenience.

II. Standard for Member Pick-Up Wait Time

Modivcare monitors provider performance to confirm that:

- The average wait time for all scheduled pick-ups remains under 15 minutes from the scheduled time.
- "A-leg" trips (from member to medical appointment) are prioritized for punctuality to prevent missed care.
- Providers who consistently exceed the 15-minute average are flagged for intervention, retraining, or suspension.
- Trip manifests specify both pickup and drop-off windows, which are enforced through real-time trip tracking and call center follow-up when needed.

III. Adherence to Pre-Arranged Times for Reliable Appointments

For recurring or reliably scheduled medical services—such as dialysis, chemotherapy, or MAT—Modivcare schedules pre-arranged pickup and return times:

- Members are assigned a static schedule (e.g., M/W/F at 7:30 a.m.) to promote consistency and reduce call volume.
- Providers may not alter pre-arranged pickup or return times without prior approval from Modivcare's operations team.
- Member preference and medical necessity are both factored into route planning for these fixed schedules.

Pre-arranged trips are reviewed regularly to confirm adherence and adjusted only in coordination with the member and medical facility.

IV. Process for Late or Missed Provider Pick-Ups

If a provider is late or unable to fulfill an assigned trip due to an unforeseen event (e.g., traffic, mechanical failure, road closure, or weather):

The provider is required to notify Modivcare immediately through the Provider Support line and the trip is flagged in the system and reassigned in real time to the next available credentialed provider. A Ride Assist agent contacts the member to inform them of the delay and revised pickup time and all trip deviations are documented and reviewed as part of Modivcare's provider performance and SLA tracking.

Members with time-sensitive appointments are prioritized in reassignment to avoid service disruption. If repeated lateness is detected for a specific provider, Modivcare's Provider Relations team initiates a review and may suspend trip assignments until corrective actions are implemented.

V. Grouping of Trips for Efficiency and Cost Control

Modivcare groups multiple member trips in the same geographic area when their appointment times and modes of service align.

This practice is common for:

- Behavioral health facilities
- Dialysis centers
- MAT clinics
- Rural areas with high drive-time distances

Providers are contacted and offered grouped manifests where routing can reduce total mileage and improve pickup consistency. Members are only grouped when shared transportation is appropriate and does not result in extended travel or missed appointments. All multi-passenger rides are monitored to verify that no member remains onboard more than 45 minutes beyond the direct drive time to their destination.

VI. Behavioral Health Transportation Scheduling

Members attending behavioral health appointments—including outpatient therapy, recovery programs, or MAT services—are given priority routing that:

Aligns with facility schedules and program hours, follows standing order logic when care is delivered on a recurring basis, and minimizes unnecessary wait times before or after treatment

Our behavioral health trip scheduling is coordinated with provider offices when needed, and rides are tracked closely to prevent disruption of critical mental health services.

Conclusion

Modivcare's scheduling and provider assignment protocols support timely, reliable access to care while maintaining cost-efficiency, especially for members with recurring appointments and behavioral health needs. Our systems, staff, and real-time response processes are designed to meet BMS performance standards and keep West Virginia members connected to the care they need.

II. NEMT Providers

A. Network of NEMT Providers

The vendor should establish a network of NEMT providers and negotiate reimbursement with interested, willing and qualified transportation entities; including but not limited to licensed behavioral health centers that meet the transportation provider requirements. The vendor is encouraged to develop innovative and creative strategies to reduce per-trip costs such as providing reimbursement for gasoline and making greater use of fixed-route public transportation. The vendor should develop and maintain strong working relationships with NEMT providers, medical professionals, and relevant professional associations necessary for fulfilling the contract requirements. The vendor should submit with its Proposal Letters of Commitment from proposed NEMT providers with whom the vendor intends to negotiate a contract for NEMT Services. Each letter of Commitment should include the number of vehicles by type that the proposed NEMT provider operates and the geographic areas in which the proposed NEMT provider is to operate. The vendor will notify the Agency within thirty (30) calendar days of service level changes to the approved providers' fleets and/or operational areas. The vendor should include in its Proposal the proposed number of vehicles by type operated by all proposed NEMT providers as of the anticipated operations start date of the NEMT Broker Program. The vendor should include in its proposal contingency plans to be approved by the Agency for the unexpected. Examples include, but are not limited to: peak transportation demands, weather and other related natural disasters. Additionally, the vendor will detail back up plans for instance when a NEMT provider's vehicle is excessively late or is otherwise unavailable for service. The vendor should identify NEMT providers for bariatric transportation by geographic areas of coverage. The vendor should recruit existing NEMT providers, the vendor should ensure that drivers may continue to provide NEMT Services under the current state-administered program until coverage under the NEMT Brokerage Program starts. The vendor should include in its Proposal a plan ensuring that there is NO delegation of service(s).

Established Provider Network and Reimbursement Negotiations

As the incumbent provider, we have a proven and robust network of NEMT providers that we have developed over time to meet the evolving needs throughout West Virginia, including licensed behavioral health centers that comply with transportation provider standards. Our approach continues to focus on engaging with interested, willing, and qualified transportation entities to negotiate competitive reimbursement terms. To drive down per-trip costs, we utilize innovative strategies such as offering gasoline reimbursements and expanding fixed-route public transportation options where appropriate.

Letters of Commitment and Provider Detailing

Our longstanding relationships in the industry are reflected in **Attachment 5_Letters of Commitment** we submit with our proposal. Each letter confirms our intent to negotiate contracts with key NEMT providers and specifies:

- The number and type of vehicles each provider operates
- The precise geographic areas in which these providers serve
- We also provide an aggregated count of all vehicle types from our proposed network, representing the full operational capacity as of the anticipated start date of the NEMT Broker Program. In addition, our procedures include notifying the Bureau of any service level changes regarding providers' fleets or operational areas.

Innovative Cost-Reduction Strategies

Building on our established framework as the incumbent, we continue to refine cost efficiency through innovative measures. Our proven model incorporates:

- Reimbursement for gasoline to help offset fluctuating fuel costs
- Strategic use of fixed-route public transportation to complement traditional NEMT services
- Utilizing independent drivers where appropriate

These initiatives not only lower per-trip expenses but also enhance the overall reliability and sustainability of our operations.

Contingency and Backup Planning

We recognize the importance of uninterrupted service delivery. Our comprehensive contingency plan—honed during our incumbent operations—covers scenarios such as:

- Unexpected peak transportation demands
- Severe weather conditions and other natural disasters
- When an NEMT provider's vehicle is excessively delayed or unavailable, our established backup protocols allow for rapid reassignment of trips. We have also designated providers and detailed geographic coverage for specialized needs, including bariatric transportation.

Transition and Continuity for Existing Providers

Acknowledging our incumbent status, we are committed to confirming a smooth transition while maintaining service continuity. Drivers and providers engaged under the current state-administered program will be allowed to continue delivering NEMT services until the NEMT Brokerage Program officially commences. Our comprehensive plan explicitly affirms that we retain direct responsibility for all services without delegating service responsibilities. There is no delegation of service responsibilities to transportation providers.

Strengthening Partnerships and Ongoing Communication

Our longstanding relationships with NEMT providers, medical providers, and professional associations are central to our successful operations. We maintain regular, proactive communication and collaboration to optimize service delivery and address any emerging issues promptly.

B. NEMT Provider Contracts

The vendor should identify, recruit and negotiate contracts with NEMT providers, including all modes of transportation listed in Section III of Appendix 1, sufficient to meet the needs of the Agency Members. The vendor should offer a contract to any willing provider and all willing licensed behavioral health centers that meet the transportation provider requirements. The vendor should secure sufficient NEMT providers' resources (numbers and types of vehicles, drivers) under contracts so that the failure of any NEMT provider to perform should not impede the ability of the vendor to provide NEMT Services in accordance with the requirements of the contract. The vendor should submit with its proposal a model contract that the vendor intends to use with NEMT providers. The model contract for each mode of transportation should be reviewed and approved by the Agency prior to use. The model contract should address the following items: Payment administration and timely payment. Modes of transportation.

NEMT Provider Identification, Recruitment, and Contracting Strategy

We proactively identify and recruit qualified NEMT providers across all transportation modes as detailed in Section III of Appendix 1. We extend offers to any willing provider, including licensed behavioral health centers meeting transportation criteria, emphasizing securing a robust network. We aim to contract with sufficient providers, diverse vehicle types, and experienced drivers so that any service shortfall from an individual provider does not affect our ability to meet Medicaid member needs.

Model Contract and Key Terms

Attached to our proposal is our model contract, which has been designed for review and approval by the Bureau before use. This model contract encompasses all critical components required by the RFP, addressing the following specific items:

Payment Administration and Timely Payment: The contract specifies explicit reimbursement formulas with detailed payment schedules to guarantee timely payments.

Modes of Transportation: All transportation modes defined in Appendix 1 are addressed within the contract, accommodating each service type.

Geographic Coverage Area(s): The contract defines the specific geographic regions the provider is expected to operate in.

Attendant Services: Provisions for attendant services are included when required.

Telephone and Vehicle Communication Services: The contract mandates reliable and documented communication systems to support the scheduling and dispatch of trips.

Information Systems: There are requirements for an integrated information system that allows for real-time data exchange, scheduling, and status updates.

Scheduling: Detailed scheduling procedures are set forth, including advanced notice and appointment adherence parameters.

Dispatching: The contract explains dispatch protocols to guarantee rapid assignment of trips according to service expectations.

Pick-Up and Delivery Standards: Specific standards govern the punctuality and safety of pick-up and delivery processes.

Urgent Trip Requirements: Protocols for urgent trips are clearly outlined to address emergency scenarios.

Driver Qualifications: Minimum qualification requirements for drivers are codified to maintain high service standards.

Expectations for Door-to-Door, Hand-to-Hand, Curb-to-Curb Service: The contract establishes expectations regarding the service level offered throughout the trip.

Driver Conduct: Appropriate professional conduct and behavior expectations for drivers are detailed.

Driver Manifest Delivery: Providers are required to maintain and deliver accurate driver manifests for accountability and tracking.

Vehicle Requirements: Detailed vehicle standards are established to confirm that all vehicles are properly equipped and maintained.

Back-Up Service: The contract includes backup service provisions in instances of the primary provider's unavailability or delay.

Quality Assurance: Regular audits and performance evaluations are built into the contract to uphold high-quality service delivery.

Non-Compliance with Standards: Clear consequences and remediation procedures are described in instances of non-compliance.

Training for Drivers: Ongoing training requirements for drivers are established, including initial and refresher courses to meet evolving standards.

Confidentiality of Information: Provisions confirm the protection and confidentiality of all sensitive information

exchanged between parties.

Assignment Upon Vendor Default: In the event of vendor default, the agreement includes specific provisions for transferring the contract to The Bureau or its designated agent. All terms, conditions, and rates will persist until otherwise terminated at The Bureau's sole discretion.

Indemnification: The contract contains indemnification language to safeguard the state of West Virginia and the Bureau.

Evidence of Insurance: Providers must supply proof of insurance for both their vehicles and drivers.

Submission of Documentation: The contract specifies all necessary documentation submissions as required by the Bureau.

Appeal and Dispute Resolution: An established appeal and dispute resolution process is included, confirming that conflicts are managed promptly.

Assurance of No Overlap of Services: The agreement affirms that providers must guarantee that no services overlap with other programs.

Resource Sufficiency and Contingency Planning

Beyond contracting, our strategy includes ongoing evaluation of provider capacity. We continuously verify that available resources meet projected operational demands. Detailed contingency plans address unexpected challenges such as peak transportation demands, adverse weather, and other natural disasters, while including backup measures for instances when a provider's vehicle is delayed or unavailable.

C. NEMT Provider Reimbursement

The vendor should provide timely payment, defined as thirty (30) calendar days, to each contracted NEMT provider for the services rendered. The vendor reimbursement to NEMT providers will demonstrate adequacy to ensure access for Medicaid members and provider participation. The vendor may reimburse NEMT providers through any payment arrangement agreeable to both parties, including a sub-capitation arrangement. All payment arrangements are to include an incentive or safeguard to ensure utilization data for every encounter is submitted to the vendor. The vendor's proposal should describe the following:

Timely Payment and Payment Methodology

Our vendor commitment is to provide prompt payments for every contracted NEMT provider's services rendered. Payment methodologies are flexible and may include arrangements such as sub-capitation; however, each arrangement incorporates a safeguard that mandates the submission of utilization data for every encounter. In practice, our payment system operates on a "clean claim" process—where a claim is deemed clean if it is submitted with complete information and does not require any additional verification from the provider, member, or any third party (except in cases involving a provider under investigation for fraud, waste, abuse, or claims under review for medical necessity). Under our current framework, all clean claims are compensated within thirty (30) calendar days of receipt. For example, our internal metrics have demonstrated payment times averaging 10 days post receipt of a clean claim, significantly surpassing the contractual 30-day requirement.

Billing System and Electronic Submission

Our state-of-the-art billing system is tightly integrated with our transportation management platform, which is designed to streamline the entire claims process—from initial reservation gatekeeping through to claims adjudication and payment. NEMT providers have the option to submit invoices electronically via integrated systems or through our dedicated web portal. This electronic submission capability accelerates processing times while reducing the possibility of manual errors.

Once an invoice is received electronically, our Claims Department activates a verification process that checks:

- The validity of the trip authorization numbers.
- The presence of a complete trip log (digital logs are accepted).
- Matching trip details (times, locations, member information) with those recorded in our transportation platform.
- Appropriate mileage billing as calculated by our mapping software.
- Correct service levels and appropriate signatures from both drivers and members (or documentation when a member is unable to sign).

The corresponding claim is returned for correction if any discrepancies are detected between the submitted invoice and the trip records. Denied claims typically resulting from incomplete documentation must be corrected in future submissions or refunded.

Billing Policies and Processing Standards

Our billing policies are founded on rigorous internal controls and regular audits. The Claims Department conducts daily audits of processed invoices, whereby a pre-determined percentage (typically around 3% per week) of claims undergoes an independent review. The audit process captures:

- Documented denials or cancellations.
- Verification of trip counts, drivers, vehicles, and corresponding trip logs.
- Additional operational safeguards include:
- A GPS-enabled driver application that provides real-time audit information.
- Detailed automated reporting from our system that tracks invoice submission dates, payment dates, and amounts for every NEMT provider.

These standards not only uphold high processing accuracy—with documented metrics highlighting 99% financial accuracy and 95% overall accuracy—but also support proactive fraud prevention via our dedicated Utilization Review team and Anti-Fraud, Waste, Abuse, and Misuse (FWAM) Specialist.

NEMT Provider Instructions and Procedures

To facilitate a smooth billing experience, we provide comprehensive guidance for NEMT providers through:

- Detailed instructions in the NEMT Provider Manual.
- An online portal with step-by-step guidelines on invoice submission.
- In-person and virtual training sessions conducted by our Provider Relations team during the onboarding process.
- Ongoing support through our Claims Department via phone or email, particularly when providers require clarification on the claims submission process.

These communication channels empower providers to successfully navigate the reimbursement process and maintain compliance with contractual documentation standards.

Penalties for Late Reimbursement Submission

While our system does not impose direct penalties on late invoice submissions, it is critical to note that claims must be submitted within the contractual timely filing period, typically between 90 and 120 days from the date of service. Claims submitted outside this window may be rejected, necessitating that providers either resubmit the claim with complete documentation or offset any overpayments against future submissions. Our vendor policy is designed to promote accurate and prompt claim submission, thereby avoiding potential payment delays and complications.

Dispute Resolution and Grievance Process

In the event of discrepancies or disputes, providers have access to a structured escalation process. If an initial claim is denied, a dispute can be raised and is first addressed through our provider grievance resolution system. If resolution

is not reached through these standard procedures, senior management representatives from both parties will meet for further review. Should this meeting fail to resolve the dispute, the matter will be referred to binding arbitration following our established contractual guidelines.

D. Geographic Coverage Area

The vendor should record the geographic area from which each NEMT provider may accept assignments. This should include county-level detail throughout the state and medical communities in the adjacent states of Virginia, Ohio, Kentucky, Maryland andPennsylvania. The vendor should submit the NEMT provider Networking and Geographic Coverage Report for The Agency's review and approval, including details on the final subcontracted network, at no less than thirty (30) calendar days before the start date of operations. The vendor is not authorized to commence operations until an approved version of this report has been obtained from the Agency.

Geographic Coverage Recording and Reporting

Our system is designed to accurately record the geographic area from which each NEMT provider may accept assignments. We capture detailed data at the county level across the state and within the adjacent states—Virginia, Ohio, Kentucky, Maryland, and Pennsylvania. This granularity confirms that we have a comprehensive view of where each provider can operate, enhancing planning and service coverage.

Network and Geographic Coverage Report

Using our integrated transportation management platform, we compile the recorded geographic data into an updated NEMT Provider Network and Geographic Coverage Report. This report encompasses:

County-Level Detail: A complete list of counties within the operational state.

Adjacent State Medical Communities: Detailed coverage information for relevant communities in Virginia, Ohio, Kentucky, Maryland, and Pennsylvania.

Final Subcontracted Network Information: Accurate documentation of the complete subcontracted network.

This comprehensive report is prepared and submitted for review and approval by The Bureau a minimum of thirty (30) calendar days prior to the scheduled operations start date.

Operational Readiness and Compliance

We recognize the critical nature of this deliverable in maintaining network adequacy and Medicaid member access. Therefore, our operational protocol explicitly mandates that no operations will commence until we have received an approved version of the NEMT Provider Network and Geographic Coverage Report from the Bureau. This approval guarantees that all geographic coverage data is accurate, complete, and aligned with contractual requirements.

III. Modes of Transportation

A. Fixed Route

Fixed route transportation is defined as transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from route or schedule and picks up passengers at designated stops. The vendor is encouraged to maximize the utilization of fixed route transportation whenever more economical and appropriate. The vendor should be familiar with schedules of fixed route transportation in communities where fixed route transportation is available and in areas where it becomes available during the term of the contract. The vendor may distribute or arrange for the distribution of fixed route passes to Agency

Definition and Policy for Fixed Route Transportation

Fixed route transportation is defined as travel provided by a public transit vehicle that follows an advertised route and schedule without deviation and picks up passengers only at designated stops. We advocate for maximizing fixed route transportation use when it is the most economical and appropriate option for Medicaid members.

Familiarity with Fixed Route Schedules

Our operations incorporate continuous monitoring of fixed-route transportation schedules in every community where such service is available. We maintain up-to-date routing information and service details for transit systems in communities across the state. This dedication to current data enables our team to advise members accurately on available transit options both at the time of reservation and as services evolve during the contract term.

Distribution of Fixed Route Passes

Recognizing when fixed route transportation is most appropriate, we facilitate the distribution or arrangement of fixed route passes for Medicaid recipients. Our approach guarantees that members using this mode of transportation have access to all necessary fare media well before their service date. We track distribution closely so that the passes reach members with proper verification and timeliness.

Member Eligibility and Exception Considerations

When determining whether a member qualifies for fixed route transportation or may warrant an exception, we evaluate a comprehensive set of factors:

Member Independence and Mobility: We assess a member's ability to travel independently. Consideration is given to age and any permanent or temporary debilitating physical or mental condition that might restrict the use of fixed route services.

Accessibility and Proximity of Transit Stops: We require that the maximum distance a member travels to or from a fixed route stop does not exceed one-half (½) mile. The availability and accessibility of fixed route service in the member's area, including the ease of reaching both pickup and drop-off points, are integral to the evaluation.

Weather and Environmental Factors: Conditions such as extreme temperatures or severe weather events are factored into the decision-making process, particularly when these factors render fixed route usage impractical or hazardous.

Appointment Scheduling Compatibility: The fixed route schedule must be compatible with the member's healthcare appointment times. Specifically, transit service should allow members to arrive at the drop-off location no more than 90 minutes before their scheduled appointment and to be picked up within 45 minutes after the estimated conclusion of the appointment.

Special Needs Coordination: Any special needs requiring coordinated services with other providers are carefully

considered. If a member prefers an alternative mode of transportation when fixed route service is appropriate, we may request supporting documentation from the member's physician to validate the need for an exception.

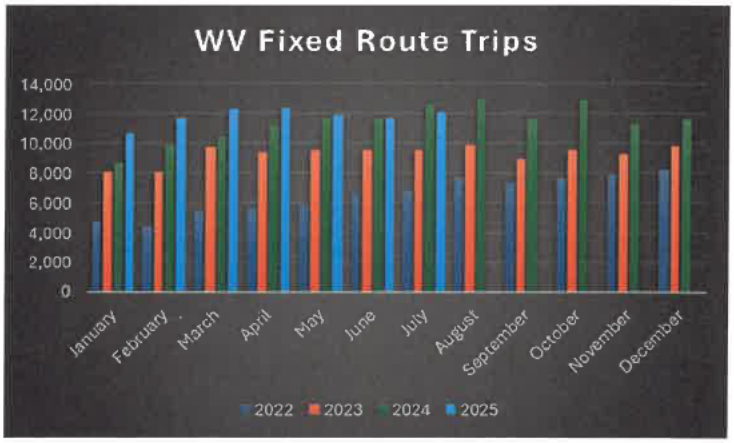
Commitment to Strong Partnerships- WV Transits

Modivcare is committed to expanding access to care by leveraging all available transportation modes. In addition to demand-response trips fulfilled through WV Transits, we integrate fixed-route service where clinically appropriate and operationally efficient. From 2022 through year-end 2025, more than 467,000 member trips will have been completed via fixed-route—an 82% increase since 2022—demonstrating our commitment to WV Transits as a strategic partner and to deploying one of the most cost-effective transportation options in the state. Looking ahead, we are using trip-level analytics to identify additional opportunities to shift eligible demand-response trips to fixed-route service and implementing digital pass distribution to place fares in members' hands more quickly. These strategies will increase fixed-route utilization, further strengthen WV Transits' operations, and broaden access to care.

Partnership with Kanawha Valley Regional Transportation Authority

Kanawha Valley Regional Transportation Authority (KRT), the largest transit agency in West Virginia, provides service throughout the Charleston area. KRT is transitioning from paper passes to reloadable fare cards, and Modivcare's transit team will manage monthly oversight by monitoring member accounts and loading the appropriate funds onto cards.

This modernized approach delivers measurable benefits. Reloadable cards introduce cost savings through daily and monthly fare caps that are less expensive than the existing monthly pass structure. For individuals experiencing homelessness, the shift reduces delays in receiving passes and has the potential to lower related complaints. Additionally, electronic fare tracking allows for trip verification and early identification of potential misuse, strengthening both accountability and program integrity.



Operational Considerations

Our operational framework promotes regular communication with local transit agencies to stay informed of current and planned fixed route services. This collaboration helps us adapt to changes in routing, schedule updates, and service modifications, thereby optimizing transit recommendations for members. When fixed route service is offered, our reservation process quickly identifies eligible members and provides them with comprehensive transit information, ranging from stop locations and pickup/drop-off times to any additional service details that affect their travel.

In summary, our vendor strategy combines rigorous data tracking, close collaboration with transit providers, and detailed member assessments to maximize the use of fixed-route transportation. By adhering to the established criteria, we maintain a balanced approach to cost-effectiveness while addressing the specific needs of each member. No operations commence without a clear understanding of these service parameters, and all exceptions are supported by appropriate documentation when required.

B. Private Auto

Private auto transportation is defined as a member's personal vehicle or the personal vehicle of a family member or friend, to which the member routinely has access to drive or be transported to routine non-medical locations such as a grocery store, schools, and churches.

Private Auto Transportation (Gas Mileage Reimbursement) Overview

Private auto transportation (gas mileage reimbursement or GMR) is defined as the use of a member's personal vehicle—or the personal vehicle of a family member or friend—to which the member routinely has access. This mode is evaluated based on its routine availability to the member, supporting alternative reimbursement models that help offset transportation costs.

Operational Experience and Reimbursement Practices in West Virginia

In West Virginia, GMR usage is high. More than 69% of all trips (exceeding 1.4 million in 2024) were completed via GMR. When members call to schedule their appointments, our CSRs conduct a series of questions regarding the member's access to a private auto. If a member confirms access to a personal vehicle, we offer them a GMR option.

Reimbursement Process Details

Enhanced Gas Mileage Reimbursement (GMR) Through Mobile Technology

Gas Mileage Reimbursement represents one of the most frequently used benefits in West Virginia, and Modivcare has invested in technology that makes the process fast, transparent, and easy for members. Through our mobile application, members and caregivers can submit GMR trips with geofencing technology that validates trip details in real time, reducing errors and preventing fraud, waste, and abuse. Importantly, our Commdata payment platform processes approved reimbursements within 1–2 days, a dramatic improvement over the weeks-long cycle typical of manual, paper-based processes still used by many competitors.

This capability has led to broad adoption: in West Virginia, utilization of our mobile app for GMR continues to increase each year, reflecting member confidence and preference for the streamlined process. Combined with the flexibility to submit expenses via web portal, phone, email, mail, or fax, our program removes barriers to participation while creating consistency of care. By modernizing reimbursement with speed and transparency, we not only improve the member experience but also set a higher industry standard that other vendors have yet to meet.

Paper log option: Modivcare promotes using the gas mileage reimbursement program whenever possible. When scheduling transportation for Medicaid members, we ask questions about the rider's access to a registered and working vehicle – whether owned by a friend or family member. After entering the pick-up and drop-off locations for the trip, we provide an estimate of the reimbursement amount and explain the process for reimbursement, including the requirement to submit a mileage reimbursement log signed by the member's healthcare provider.

Members must submit their signed documentation to verify their attendance to receive reimbursement. We typically process mileage reimbursement claims within 14 days of receiving all required documentation and distribute payment via reloadable debit card. Modivcare's debit card program not only reduces reliance on mailed paper checks, but it also confirms a member's receipt of reimbursement funds in a timely and cost-efficient manner. After the member's reimbursement claim is approved, funds are securely transferred to a debit card during the subsequent claims payment cycle. The debit card allows members to access funds at over 80,000 surcharge-free locations. Members can check their balance, access transaction history, and find an ATM via phone, web, or a free mobile app. In addition, they can sign up to receive balance alerts via text message. Support for the program is available 24/7/365 for debit card-related questions.

C. Basic Vehicle

Basic vehicle transportation is defined as a motorized vehicle used for the transportation of passengers whose medical condition does not require the use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, and medical care or treatment during transport. This does not include private auto (as defined in item B above).

Basic Vehicle Transportation Overview

Basic vehicle transportation refers to using a standard motorized vehicle (sedans, vans, or similar vehicles) for transporting passengers who do not require a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, or medical care/treatment during transit. This excludes private auto use. These vehicles support ambulatory participants accessing various medical, behavioral health, and recovery-related services.

NEMT Provider Network and Fleet Composition

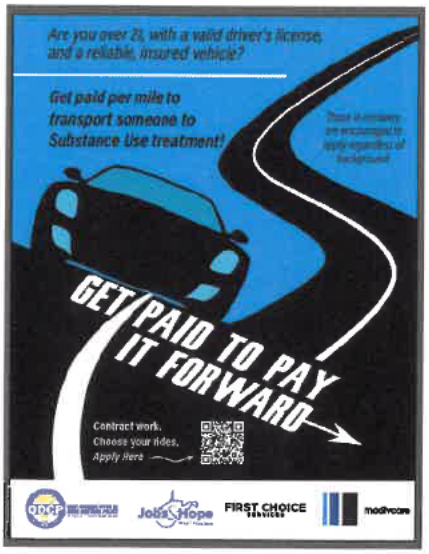
Modivcare partners with local transportation providers across West Virginia to supply a robust fleet of basic vehicles for ambulatory trips. Our network currently includes 320 basic vehicles, completing over 1.9M net trips annually to routine and medically necessary appointments. These vehicles are critical to supporting participants in both the BBH and Jobs and Hope programs, where reliable ambulatory transport confirms continuity of care and recovery engagement.

Response to Evolving Demand

Demand for basic vehicle transportation is rising due to increased utilization of substance use disorder treatment, counseling, and other ambulatory services. Modivcare is prepared to scale basic vehicle coverage to meet program needs efficiently and cost-effectively.

Independent Driver Model

In addition to contracted providers, Modivcare maintains a strong network of Independent Drivers (IDs). These drivers meet the same credentialing standards as providers and are an essential component of service delivery in rural and hard-to-reach communities.



Key features of the Independent Driver initiative include:

Service Coverage: IDs are frequently deployed in rural and underserved areas where conventional provider fleets may be limited.

Cost Efficiency: Mileage-based reimbursement from pick-up to drop-off allows IDs to deliver cost-effective services, particularly for long-distance trips.

FWAM Prevention: All independent driver trips are mapped and monitored within Modivcare's technology platform to detect and prevent fraud, waste, abuse, or misuse.

Targeted Recruitment: Modivcare has partnered with BMS, Jobs and Hope, and First Choice Services to expand the independent driver pool in West Virginia. This includes recruiting individuals in recovery who want to "pay it forward" by helping others reach treatment, counseling, or employment opportunities.

Network Impact: In 2024, independent drivers contributed to more than 16,000 completed trips, strengthening access across the state and directly supporting BBH and Jobs and Hope program participants.

D. Enhanced Vehicle

Enhanced vehicle transportation is defined as a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices. Enhanced vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care, or medical treatment during transport. This does not include private auto or basic vehicle (as defined above).

Enhanced Vehicle Transportation Overview

Enhanced vehicle transportation is defined as the use of a motorized vehicle specifically equipped with certified wheelchair lifts or other specialized equipment designed to accommodate persons using wheelchairs or mobility devices. This mode of transportation is strictly designated for passengers who do not require medical monitoring, medical aid, medical care, or treatment during transport. It is important to note that this definition expressly excludes the use of private auto and basic vehicle transportation.

Provider Network and Fleet Composition

Our vendor contracts with providers who meet our stringent program policy requirements for operating enhanced vehicles. For example, in 2024, our pool of 59 enhanced vehicles completed over 17,000 trips. These vehicles are integrated into our broader network to confirm that when a member with a disability is unable to utilize public transportation or a basic vehicle, enhanced vehicles serve as a dedicated alternative.

Assignment and Eligibility Criteria

Enhanced vehicle transportation is exclusively assigned under the following conditions:

Disability and Accessibility

When a Medicaid member with a disability requires a vehicle equipped with certified wheelchair lifts or comparable mobility aids, and the member is unable to use public transit or a basic vehicle.

Non-Medical Requirement

The service is only provided if the passenger does not require additional medical monitoring, aid, care, or treatment while in transit. This confirms that the enhanced vehicles are used solely to cater to mobility needs.

Operational and Compliance Standards

Each enhanced vehicle is subject to rigorous physical inspections to confirm the highest quality and compliance with ADA requirements. These inspections validate that the vehicle's specialized equipment meets all safety and accessibility standards. Our commitment to regular inspections makes certain that every enhanced vehicle in our network remains compliant and fully capable of providing safe, accessible transportation services.



E. Other Transportation

Other transportation may include, but is not limited to, any commercial carrier (e.g., Amtrak), buses (e.g., Greyhound), taxis and/or airplanes.

Other Transportation Options Overview

In addition to our core NEMT services, our network includes various other forms of transportation to meet the diverse needs of our members. These options encompass commercial carriers (such as Amtrak), intercity buses (for example, Greyhound), taxis, and airplanes. This broader spectrum of services enables us to accommodate local travel, long-distance appointments, and situations where specialized modes of transportation are required.

Network of Commercial Transportation Providers

Commercial Carriers and Buses

Our network collaborates with reputable commercial carriers and bus services for both local and long-distance travel. Providers such as Amtrak and Greyhound have established operating authorities from local governing bodies, confirming that they meet all required legal and safety standards. These services are particularly valuable for members who need to travel across state lines or cover longer distances cost-effectively.

Air Transportation

Our network includes options for air travel for members requiring out-of-state treatment or when other transportation modes are not feasible. This category encompasses commercial airplanes as well as fixed-wing non-emergency air ambulances. These services are available based on the member's condition, travel requirements, and the coordination of necessary approvals.

Taxis

Taxis are essential in our local transportation offerings, especially for urgent trips such as hospital discharges. Taxis are frequently used to facilitate rapid and efficient transit over relatively short distances, encouraging timely arrivals and departures during critical periods.

Operational Guidelines and Compliance

Each transportation provider within our extended network must furnish proof of operating authority from the relevant local governing body. This measure confirms that all providers adhere to established regulatory and safety standards, providing members with a secure and reliable travel experience.

Our assignment of members to these "other transportation" providers is informed by various factors, including:

Member Condition: Evaluating the level of care required during transport to select the most appropriate mode.

Appointment Distance and Cost Efficiency: Balancing distance, cost, and timeliness to optimize travel plans for medical appointments.

Special Needs Considerations: Making sure that the selected transportation mode meets any unique medical or logistical requirements.

By maintaining a diverse network of commercial transportation providers and adhering to rigorous compliance measures, we confirm that members have access to the most suitable and dependable travel options for their healthcare needs.

IV. Miscellaneous Operation Rules

A. Excessive Distance

The vendor should question whether a covered medical service could be provided closer to the member's residence. Examples of possible excessive distance requests include, but are not limited to, a request for NEMT services to a provider that is not in the area where the member resides, or a request for NEMT services to a provider that is not in the same county, bordering county or metropolitan area in a bordering state for Agency members living in rural areas. The vendor may deny the request if the covered medical services are available closer to the member's residence, and they do not provide medical certification that the closer provider cannot provide the care. Generally, in determining if the transport is within reasonable proximity of a member, the vendor should permit transports to contiguous counties, and/or any bordering counties or parishes in adjoining states (Ohio, Virginia, Pennsylvania, Maryland, and Kentucky) which are considered to be in network/in-state providers, defined as enrolled providers located in-state and/or within 30 miles of the WV border. The vendor should ensure that any transportation requests for non-in-network/in-state medical providers that are not in-network/in-state receive prior authorization by the UMC. The vendor will have the ability to identify these providers through the use of file exchange and granted system accessibility as specified in Appendix 2, Section IV: Data Systems Requirements of this RFP. If an Agency member has recently moved to a new area, the vendor should allow long distance transportation for up to ninety (90) calendar days if necessary to maintain continuity of care until the transition of the member's care to a closer appropriate provider can be completed. The vendor should monitor the frequency of authorization of NEMT Services involving excessive distance per member. The vendor should monitor the frequency of and provide detailed reports of authorization of NEMT Services involving excessive distance per member.

Proximity Review and Closer-Provider Verification

When a transportation request involves travel outside the member's home county (or non-adjacent county, non-bordering county/parish in an adjoining state), our system automatically flags it for a proximity review. At that point, our Exceptions/Utilization Review Team:

Verifies Service Availability Closer to Home

Uses our weekly file-exchange feed from The Bureau to match the member's address against enrolled in-state providers and those within 30 miles of West Virginia's border (including bordering counties in Ohio, Virginia, Pennsylvania, Maryland, and Kentucky).

Checks for in-network providers in the same county, a contiguous county, or a bordering county/parish in an adjoining state.

Requests Medical Certification for Exceptions

If care is available closer but the member still requests out-of-area travel, the UR team asks the member to submit a physician's statement certifying that the nearer provider cannot meet their specific medical needs.

Denials and Referrals

If no certification is provided or if closer care is appropriate, the UR team denies the request and actively assists the member in locating an eligible nearby provider with appointment availability.

Prior Authorization for Non-In-Network/In-State Providers

Any request for a provider outside our defined in-state/in-network area automatically enters a prior-authorization workflow:

- Our platform flags the request and routes it to the Utilization Management Committee (UMC).
- The UMC evaluates the request against clinical criteria and grants or denies authorization.
- Only after UMC approval does the trip move forward with NEMT booking.

Continuity of Care for Members Who Move

When a member reports a change of residence:

Transition Period: We honor existing provider relationships—even if they now qualify as "excessive distance"—for up to ninety (90) calendar days, allowing continuity of care during the transition to a closer provider.

Automated Tracking: Our system logs the move date and automatically re-evaluates proximity after the 90-day window, prompting outreach to establish care with a new local provider.

Out-of-State Member Requests

For members who have permanently relocated outside West Virginia:

- We review whether our NEMT network extends into the new state. If no contracted providers exist, the request is denied.
- If the requested non-WV provider is not in-network or lacks UMC authorization, we deny service.
- In cases where the member's new address cannot be reconciled with the Bureau's records (including "911 addresses" that straddle state lines), we pause authorization and notify the Bureau for residency clarification.

All out-of-state pick-up requests—except hospital or facility discharges—are reported to the Bureau in our monthly Out-of-State Transport Report.

Monitoring and Reporting of Excessive-Distance Trips

Our transportation management platform captures every authorization involving out-of-area travel. We produce:

Member-Level Frequency Reports: Detailing each member's number of excessive-distance requests.

Monthly Excessive-Distance Report: Summarizes statewide trends, including member IDs, trip dates, origin/destination, and approval/denial outcomes.

These reports are delivered to the Bureau with sufficient detail to support oversight and trend analysis.

B. On-Time Arrival

The driver should make his presence known to the Agency Members and wait until at least five (5) minutes after the scheduled pick-up time. If the member is not present for pick up, the driver should notify the NEMT provider's dispatcher before departing from the pick-up location. Providers are not to change the assigned pick-up time without permission from the vendor. If the NEMT provider cannot arrive on time to the pick-up location, the NEMT provider or vendor should contact the member or the member's representative and the provider. No more than five percent (5%) of the scheduled trips should be late or missed per day. The Agency may waive the five percent late/missed requirement in situations for non-critical medical services where a delay or failure to appear for a pick-up may arise from unforeseen circumstances in a geographic area such as flooding, excessive snow, other widespread weather conditions, or security threats impeding travel which may or may not result in a state of emergency issued by the Governor.

On-Time Performance Standards

We maintain a daily on-time performance target whereby no more than five percent (5%) of all scheduled trips are late or missed. Our transportation management platform continuously monitors driver arrivals against scheduled pick-up times and generates real-time dashboards and exception alerts when performance approaches the 5% threshold.

Driver Arrival and No-Show Protocol

Presence Notification & Wait Time

Upon arrival at the designated pick-up location, the driver uses our mobile app to "check-in," which triggers an audible chime on the member's phone and updates their online trip status.

The driver then waits on-site for at least five (5) minutes after the scheduled pick-up time.

Dispatcher Notification Before Departure

If the member is still not present after five (5) minutes, the driver must immediately notify their dispatcher via in-vehicle communications before departing.

The dispatcher attempts to reach the member (or their representative) to reschedule or confirm next steps.

Pickup Time Integrity

Assigned Pick-Up Times

All pick-up times are assigned centrally by our scheduling team through the transportation management platform.

Drivers and providers are prohibited from altering the assigned pick-up time without prior authorization from the vendor's scheduling office.

Delay Notification Process

Late Arrival Communication

If a driver anticipates arriving later than the scheduled window, they use the mobile app to flag the trip as "Delayed," which auto-notifies both the member (or their representative) and the provider's dispatcher with an updated Estimated Time of Arrival (ETA).

Commitment to Service- Post- Pandemic

As West Virginia emerged from the COVID-19 pandemic in 2022, transportation providers experienced significant hiring and retention challenges, leading to elevated instances of trips without an available provider. Through targeted network development—supporting the formation of new transportation companies, expanding the pool of independent drivers, deploying flat-rate vehicles, and engaging Quick Response Teams (QRTs)—missed trips decreased by 93% from 2022 to 2025, reaching the lowest levels of the contract period. Continuing a data-driven approach to identify geographic and temporal gaps, the program is expanding recruitment with churches, medical facilities, new commercial providers, independent drivers, and QRTs to sustain a resilient network and confirm members' access to care.

Performance Monitoring and Corrective Action

Daily and Monthly Reporting

We generate daily late/missed trip reports, summarizing the number and percentage of exceptions by provider.

Monthly performance scorecards are delivered to each NEMT provider and to the Bureau, including late/missed percentages, root-cause analysis, and corrective action plans for any provider exceeding 5%.

Provider Accountability

Providers with persistent performance issues enter our corrective action workflow, which may include retraining, ride-alongs, or—if uncorrected—progressive sanctions under contract.

State-Waived Exceptions

We understand that the State may waive the 5% late/missed requirement for non-critical medical services when widespread, unforeseen circumstances impede travel (e.g., flooding, excessive snow, severe weather, security threats, or other conditions that may or may not trigger a gubernatorial state of emergency). In such events:

We document each affected trip in our exception log and include those trips in a separate "Waiver Exception Report" delivered alongside the monthly scorecard. Waiver-eligible trips are excluded from both the provider's performance calculations and any corrective action triggers.

C. Travel Time on Board

For trips involving multiple passengers, the NEMT provider should schedule transportation so that no member remains in the vehicle more than forty-five minutes beyond the average direct travel time for their individual trip. (This requirement does not apply to commercial air or fixed-wing transport.)

For shared-ride trips, we calculate each member's estimated direct travel time (using our integrated mapping engine) and add a 45-minute buffer to establish the maximum allowable onboard duration. Before confirming any multi-load assignment, our scheduling system runs a validation. If a proposed pick-up/drop-off sequence is predicted to exceed that direct-plus-45-minute limit, the trip is split into smaller loads or converted to a direct trip.

During operations, real-time traffic and route data feed into our platform. If an in-progress ride threatens to surpass the allowable buffer, an automated alert goes to the provider's dispatcher, who can reroute, reassign, or switch the ride to direct service, confirming no member spends more than 45 minutes beyond their solo travel time onboard.

Each evening, we compare actual onboard durations against allowable thresholds. Any overages are logged, and our operations dashboard highlights them immediately. Monthly, we deliver a detailed Shared-Ride Compliance Report to the Bureau, listing every instance where a member's ride exceeded the buffer (including member ID, date of service, provider, and actual vs. allowable times), along with root-cause analysis and corrective actions.

Providers must keep over-threshold events below 5% of their shared-ride volume. Incidents trigger tiered remediation:

- First, in-portal coaching tips
- Next, targeted retraining for repeated issues, and if violations persist;
- Load-volume adjustments or contractual sanctions.

This combination of pre-assignment checks, real-time monitoring, and structured follow-up safeguards our commitment that no member endures more than 45 minutes of extra ride time.

D. Adverse Conditions Plan

The vendor should have a written plan for transporting Agency Members who need critical covered services during adverse weather conditions, instances of security threats, states of emergency or other instances where normal road, air, or rail travel is impeded or dangerous. "Adverse weather conditions" includes, but is not limited to, extreme heat, extreme cold, hurricane, tropical storms, flooding, tornado, and heavy snowfall. "Security threats" include, but is not limited to, massive chemical spills, terrorist attacks, police stand-offs or rioting. The vendor should submit a final completed plan to the Agency for approval no later than two (2) weeks prior to the operation's start date, upon any revisions to the plan, and thereafter upon the Agency's request. The vendor should not begin operations without an approved Adverse Conditions Plan from the Agency.

Adverse Conditions Transportation Plan Overview

As the incumbent, we maintain a comprehensive, written Adverse Conditions Transportation Plan that has been provided to the Bureau and makes sure that members who need critical Medicaid-covered services can travel safely whenever extreme weather, security threats, states of emergency, or similar hazards impede normal road, air, or rail travel.

Scope of "Adverse Conditions"

Our Plan explicitly defines covered events to include, but not be limited to:

Adverse Weather: extreme heat or cold, hurricanes, tropical storms, flooding, tornadoes, heavy snowfall

Security Threats: chemical spills, terrorist incidents, police stand-offs, rioting

Activation and Operational Protocols

Real-Time Monitoring & Alerting

Our Operations Center ingests live feeds from the National Weather Service, State Emergency Management, and local law enforcement.

Response Team Stand-Up

Upon alert, an adverse conditions response team—comprising our Program Manager, Transportation Specialist, and Provider Liaison—convenes immediately.

Route and Facility Coordination

We use GIS-enabled mapping tools to chart the safest, most passable routes. We contact each impacted medical facility to confirm closures, adjusted hours, or blocked entrances.

Member & Provider Communications

Automated calls and texts inform members of changes. Additionally, dispatchers relay revised instructions to drivers and providers, confirming no member is left without transport.

Provider Preparedness Requirements

All contracted NEMT providers must:

- Equip vehicles appropriately (e.g., snow tires, four-wheel drive in winter zones).
- Maintain 24/7 emergency contact protocols for drivers.
- Stage backup vehicles at strategic regional hubs.
- Confirm that drivers complete training on emergency procedures and passenger safety.

If conditions render a scheduled pickup impossible, providers notify our dispatch team before departing the pickup location, arrange the next safe option, and document each deviation.

Submission, Approval & Operational Readiness

Initial Submission: We will deliver the final Adverse Conditions Plan to the Bureau no later than fourteen (14) calendar days prior to the operations start date.

Revisions & Requests: Any updates are submitted within five (5) business days of revision or upon Bureau request.

No-Go Clause: Operations under the new contract term will not begin until the Bureau formally approves our Adverse Conditions Plan.

Our meticulous approach confirms continuous, safe access to life-sustaining services for all members, even under the most challenging conditions.

E. Vendor as a NEMT Provider

The NEMT broker is prohibited from also serving as a NEMT provider under the West Virginia NEMT Service Program.

Modivcare acknowledges and agrees to comply with this requirement.

F. Post-Transportation Authorization Requests

The vendor's proposal should include a description of the vendor's approach to post-transportation authorization of NEMT services. The vendor should not implement a policy to allow or disallow post-transportation authorization of NEMT services without the Agency review and approval. The vendor should submit a final completed policy to the Agency for approval no later than thirty calendar days prior to the operation's start date. The vendor should not begin operations without an approved post-transportation authorization of NEMT Services Policy from the Agency. Post-transportation authorization should be allowed in instances when travel was conducted in a private automobile or prior authorization was not obtainable, such as services requested when the vendor's call center was closed. The vendor's post-transportation authorization policy should ensure that all applicable requirements of pre-transportation authorization are considered for the post-transportation authorization and should establish a timeliness requirement for the submission of post-transportation authorization requests.

Since 2018, as the incumbent NEMT broker, we have maintained a Bureau-approved Post-Transportation Authorization Policy. Our Utilization Review (UR) team applies the same clinical and contractual standards to any trip lacking prior authorization, whether a private-auto mileage claim or a ride booked after our call center has closed.

1. Eligible Post-Transport Scenarios

Private Auto Mileage Reimbursement: Members who use their own vehicle (or that of a friend or family member) may request post-trip authorization for gas mileage.

After-Hours & Emergency Bookings: Trips arranged when our authorization lines are closed automatically qualify for post-transport review.

2. Timeliness Requirement

All post-transport requests must arrive no later than thirty (30) calendar days from the service date. Requests received after that window are denied for being untimely

3. Submission Channels & Documentation

Members (or their representatives) submit requests via our secure online portal, fax, email, or voicemail. Each submission must include:

- Trip date, pickup/drop-off addresses, and provider name (if applicable)
- For private-auto claims: a signed mileage log plus appointment attendance verification

4. Review Workflow

Logging & Acknowledgment (within two business days): Exceptions Specialists log every request and send an acknowledgment.

Pre-Authorization Criteria Check (completed within 10 business days):

- Medical necessity and level of service

- In-network status of provider or private-auto eligibility
- Accuracy of trip details against BMS requirements

Decision & Notification: Approved requests receive a trip number; denials are issued in writing with clear reasons (e.g., incomplete documentation or late submission).

5. Monitoring & Reporting

We track the volumes and outcomes of all post-transport requests in our management platform. Each month, we deliver to The Bureau the total requests, approval/denial rates, and any trends or operational tweaks needed.

Policy Approval & Operations Readiness

As the incumbent, our current Post-Transportation Authorization Policy is already Bureau-approved and in effect. Should any updates be required, we will submit the revised policy at least thirty (30) calendar days before the next contract term begins. We will not implement any changes or commence operations under a new term until BMS approves the updated policy.

G. Accidents and Incidents

The vendor should document accidents and incidents that occur in conjunction with a scheduled trip when a member is present in the vehicle. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip causing the driver to stop the vehicle, such as when a passenger becomes unruly or ill. Details should be reported in the Accident and Incident Report (as described in Appendix 3, Reporting Requirements).

Since transitioning West Virginia's NEMT program in 2018, we have maintained a Bureau-approved Accident and Incident Reporting policy that confirms every event occurring on a scheduled trip with a member aboard is captured, investigated, and reported per Appendix 3.

Incident Definition & Scope

An incident includes any occurrence, breakdown, public disturbance or event—such as a passenger becoming unruly or falling ill—that interrupts a trip and causes the driver to stop the vehicle. Accidents (collisions, vehicle damage) are treated with the same urgency.

Provider Reporting Requirements

Immediate Verbal Notification: The driver or provider must notify their dispatcher and our Transportation Department as soon as it's safe to do so.

Written Report (within 24 hours): A completed Accident and Incident Report form must be submitted to our Transportation Department within 24 hours of the event.

Supporting Documentation (within 3 business days): Any additional materials—police reports, medical assessments, witness statements—are due within three business days or as soon as they become available.

Investigation & Recordkeeping

Our Transportation Specialists review every report, liaise with the provider and relevant authorities, and document findings in our transportation management platform. This platform:

- Tracks each event against provider performance metrics
- Flags serious incidents for immediate escalation to our Quality and Compliance team
- Stores all documentation for audit-ready reporting

Bureau Reporting

We compile all accidents and incidents into the standardized Accident and Incident Report template (per Appendix 3) and submit it to the Bureau monthly, or immediately for any high-severity events. This report includes:

- Member and trip identifiers
- Date/time/location of the event
- Incident classification and description
- Actions taken and follow-up status

By enforcing these procedures, we confirm transparent oversight, swift response, and continuous improvement in member safety across our NEMT network.

V. NEMT Service Denials

The vendor's Proposal should include a description of the vendor's approach to NEMT Service denials (as defined below).

A. Denial Policies and Procedures

Vendors should comply with the following NEMT Service denial policies and procedures: If a request for a NEMT service is received that meets one of the denial reasons listed in section V, subsection B, the vendor should deny the request and record the reason(s) for the denial in its information system on the same business day. 2. The vendor should generate and mail denial letters to members and providers no later than the next business day following the date the denial decision was made. The vendor should bear all costs of generating and sending denial notices. The denial letter should notify the members of the right to appeal the denial. The vendor should develop the denial letter and criteria for sending the denial letter. The Denial letter should specify the denial reason, as listed in section V: B "Denial Reasons". The vendor should submit the final completed denial letter and criteria to the Agency for approval no later than thirty (30) calendar days prior to the operation's start date. The vendor should not begin operations without Agency-approved versions of these deliverables. 3. In the event a member does not have sufficient information to arrange the transport and has to hang up and call back at a later time, the initial phone call with incomplete information should not be considered a trip denial for reporting purposes.

Since we began managing the Bureau's NEMT program, we have operated under a Bureau-approved Denial Notification Policy that confirms timely, transparent handling of all service denials.

Same-Day Recording

When a request meets any of the denial reasons in Section V.B ("Denial Reasons"), our system immediately flags it. On the same business day, we record the denial decision and all applicable reason codes in our transportation management platform.

Next-Business-Day Notice

By the following business day, we generate and mail denial letters—at our sole expense—to both the Medicaid member and the provider. Each letter:

- Cites the specific denial reason(s) as listed in Section V.B.
- Explains the member's right to appeal the decision.
- Provides clear instructions and timelines for submitting an appeal.

Letter Development & Criteria

Our denial letter template and the internal criteria matrix (mapping each Section V.B reason to specific letter language) have been drafted and refined in collaboration with the Bureau. We will submit the final letter and criteria to the Bureau for formal approval no later than thirty (30) calendar days prior to the new contract's operations start date. We will not implement—or commence operations under—a new term without the Bureau's sign-off.

Handling Incomplete Calls

If a member begins a call but cannot complete it due to missing information (and must hang up to gather details), that initial, incomplete contact is not logged as a denial. Only fully processed requests that trigger a formal denial reason

are recorded and reported.

This process confirms same-day documentation, next-day written notice, member appeal rights, and strict adherence to Bureau timelines and approval checkpoints, while excluding incomplete inquiries from formal denial counts.

B. Denial Reasons

NEMT service requests may be denied for one or more of the following reasons: The member is not eligible for NEMT services on the date of service. The member does not have a medical need that requires NEMT services. The medical service for which NEMT service is requested is not a covered medical service. The medical service for which NEMT service is requested requires prior authorization and prior authorization has not been obtained. The service was done out-of-network without prior authorization and did not meet policy criteria for an emergency or foster child placedout-of-state. The member has access to affordable transportation, (i.e. member's vehicle or another mode of transportation that does not cause financial hardship for the member. The medical service for which NEMT Service is requested is covered under another program. The request was for post-transportation authorization and was not received timely or did not meet established criteria. The medical appointment is not scheduled or was not kept. The vendor cannot verify that there was a medical appointment. The vendor is unable to verify the member's physical address. The trip was not requested within an appropriate timeframe and the request cannot be accommodated because of this.

For the last 6 1/2 years, we have operated under a BMS-approved Denial Policy and letter template that aligns with Section V.B. When a request meets any of the following 16 denial reasons, we deny the request, record it same day, and issue written notice by the next business day:

Denial Reasons

1. Member is not eligible for NEMT services on the date of service
2. Member lacks a medical need requiring NEMT
3. Requested service is not a covered medical service
4. Service requires prior authorization, and none was obtained
5. Service done out-of-network without required authorization (or not an emergency/foster-child exemption)
6. Member has access to affordable transportation (e.g., private auto)
7. Service is covered under another program
8. Post-transport authorization request was untimely or missing criteria
9. Medical appointment is not scheduled or was not kept
10. We cannot verify that the appointment occurred
11. We cannot verify the member's physical address
12. Trip was requested too late to be accommodated
13. Requested documentation was not received in time
14. Member refuses the appropriate mode of transportation
15. Member refuses the assigned NEMT provider, and no alternate is available
16. Member's medical needs require ambulance-level transport (we refer these members to local ambulance or 911 services)

Denial Workflow

Same-Day Recording: All denials and their specific reason codes are logged in our platform by the close of business.

Next-Business-Day Notice: At our expense, we mail denial letters to both the member and the provider. Each letter specifies the exact denial reason(s) from the list above and explains the member's right to appeal (reconsideration within 30 days; Fair Hearing rights).

Incomplete Calls: If a member hangs up to gather missing information, that interaction is not counted as a denial.

Template and Criteria Approval

Our final denial-letter template and the internal criteria matrix (mapping each of the 16 reasons to the letter language) will be submitted to the Bureau for approval no later than thirty (30) calendar days prior to the next contract's operations start date. We will not implement—or commence a new term—without the Bureau's formal sign-off on these deliverables.

VI Timeliness

A. Routine NEMT Services

The vendor should authorize and schedule routine NEMT Services for ninety-eight percent (98%) of all requests within three (3) business days after receipt of the request. This allows for the member and vendor to receive timely notice to deal with and make alternative transportation arrangements. The Vendor should authorize and schedule routine NEMT Services for one hundred percent (100%) of all requests within ten (10) business days after receipt of a request.

As the incumbent NEMT broker, we've maintained a BMS-approved scheduling process that consistently meets the required service windows:

Automated & Manual Scheduling Workflow

When a routine NEMT request enters our transportation platform via phone, portal, or fax, it immediately triggers an automated eligibility check and tentative scheduling module. Requests that meet clear eligibility are assigned to available providers, and a provisional trip confirmation is sent to the member within minutes. Our West Virginia leadership team steps in for any request requiring manual review (e.g., complex routing, provider availability issues).

Service-Level Guarantees

98% within 3 Business Days: Thanks to our combined automation and local staffing, 98 % of all routine requests are fully authorized and scheduled by the close of the third business day following receipt.

100% within 10 Business Days: Every remaining request—regardless of complexity or after-hours submission—receives final authorization and scheduling no later than the tenth business day.

Exception Handling & Escalation

If a request is at risk of missing the three-day target, it is automatically flagged in our dashboard and escalated to a senior leader. That confirms resource reallocation (additional call-center agents or provider outreach) to keep us on track. Any request still unscheduled by day seven enters a "mission-critical" queue for next-day resolution, guaranteeing the 10-day mandate.

Performance Monitoring & Reporting

Real-Time Dashboards: Our operations center monitors daily scheduling metrics, displaying the percentage scheduled within 3 and 10 days.

Monthly Scorecards: We deliver to the Bureau a report showing actual performance against both targets, broken down by week and by provider. Trends, root-cause analyses, and any corrective actions are included.

By blending automation, dedicated local staffing, and rigorous escalation protocols, we confirm that members receive timely notice—whether they need to confirm their ride or make alternative arrangements—while consistently achieving 98% scheduling in three business days and 100% within 10.

Reporting & Continuous Improvement

Each month we deliver a Validation Compliance Report to the Bureau that details:

- Sample sizes for pre- and post-service reviews
- Approval vs. exception rates
- Root-cause analyses of any errors
- Corrective action outcomes

We review and refine our Validation Plan annually or upon Bureau request to incorporate lessons learned and evolving best practices.

Submission & Approval Timeline

Our current Validation Plan is already Bureau-approved. If updates are required for the new contract term, we will submit the revised plan at least thirty (30) calendar days prior to the operations start date. No new-term operations will begin until the Bureau approves the final Validation Plan.

Non-Routine NEMT Service

A. Pre-Transportation ValidationChecks

The vendor should conduct pre-transportation validation checks prior to authorizing the request for a minimum of six percent (6%) of NEMT services. The vendor should contact the provider and verify that the member has an appointment for a covered medical service. The vendor is not required to verify the medical necessity of an appointment. If the vendor verifies with the provider that no appointment exists, or that the service is not a covered medical service, the vendor should record in its computer system the reason for the failed validation check, and the vendor should deny the request. If a pre-transportation validation check cannot be completed because the call to the provider resulted in a busy signal or no answer, the vendor should flag the request for a post transportation validation check, and the attempt at validation should not be counted toward the six percent (6%) pre-transportation validation check rate.

Modicare continues to maintain a Bureau-approved Pre-Transportation Validation Policy that confirms at least 3 % of all trip requests undergo appointment verification before authorization:

Monthly Sampling

Each month, our system randomly selects no fewer than 3% of all incoming NEMT requests for pre-transportation validation.

Provider Contact & Verification

Our Exceptions Team calls the member's medical provider to confirm only that:

- An appointment exists on the requested date, and
- The service is covered under the Medicaid benefit
- We do not assess clinical necessity during this check

Failed Validations & Denials

If the provider confirms there is no appointment or the requested service isn't covered, the Exceptions Specialist logs the specific failure reason in our platform and issues a same-day trip denial.

Busy Signals & No-Answer Exceptions

Should the call to the provider result in a busy signal or no answer, we flag that request for a post-transportation validation check.

That incomplete attempt does *not* count toward our 3% pre-validation quota.

Reporting & Oversight

Our Business Intelligence team tracks pre-validation volumes, pass/fail outcomes, and busy/no-answer flags. We deliver a Pre-Validation Compliance Report to the Bureau each month, demonstrating that we have met the 3% sampling rate and detailing any denials resulting from failed checks.

By systematically sampling, verifying appointments, denying invalid requests, and handling no-answer cases separately, we uphold BMS's requirement for robust, transparent pre-transportation validation.

B. Post-Transportation Validation Checks

The vendor should conduct post-transportation validation checks on a minimum of four percent (4%) of the NEMT Service. The vendor should verify that the member had an appointment for covered medical service. The vendor should verify that the member received a covered medical service. The vendor is not required to verify the necessity of transportation or of the medical service, but only that the service occurred. If the vendor verifies with the provider that there was no appointment, that the service was not kept, or that the service was not a covered medical service, the vendor should record in its computer system the reason for the failed validation check. If a post-transportation validation check cannot be completed because the call to the provider resulted in a busy signal or no answer after three (3) attempts, the vendor should enter into its system information that should alert call center staff that any future requests to this specific provider are to be validated before it can be authorized.

As the incumbent broker, we operate under a Bureau-approved Post-Transportation Validation Plan that confirms at least 2% of every month's completed NEMT trips are checked to confirm the member not only had a scheduled appointment but also actually received the covered service. Below is how it works:

1. Monthly Sampling of Completed Trips

Each month, our system randomly selects no fewer than 2% of all completed NEMT services—across all service levels—for post-transport validation.

2. Provider Verification Calls

For each sampled trip, our Exceptions Team contacts the medical provider to confirm that the member had an appointment on the date of service and that the member kept the appointment and received the covered medical service. We do not assess clinical necessity; only occurrence.

3. Recording Failed Checks

If a provider reports that there was no appointment, the appointment was not kept, or the service is not a covered benefit, the Exceptions Specialist logs the specific failure reason in our transportation management platform, and triggers denial of the associated claim or pursues recovery of any payment made.

4. Busy-Signal/No-Answer Protocol

If three call attempts all result in busy signals or no answers, we flag that provider record in our system, and require that any future requests for that provider be validated (via provider call) *before* authorization. These busy/no-answer attempts are not counted against our 2% sampling requirement.

5. Standing-Order Reconciliation (100% Validation)

For recurring, standing-order services (e.g., dialysis, chemotherapy), we go beyond the 2% sample by reconciling all facility-submitted Monthly Attendance Reports against claims. Any mismatches prompt member/provider follow-up and, if uncorrected, claim recovery.

6. Reporting to The Bureau

Every month we deliver a Post-Validation Compliance Report that includes:

- Total trips sampled versus 2% requirement
- Pass/fail outcomes and failure reasons
- Number of busy/no-answer flags and resulting pre-validation flags
- Results of standing-order reconciliations and any overpayment recoveries

Post-Trip Verification and Fraud Controls

For Gas Mileage Reimbursement trips to substance use treatment facilities, Modivcare conducts post-trip verifications to confirm accuracy. If a fraudulent submission is identified, reimbursement is recouped, the case is referred to our Special Investigations Unit (SIU), and the member receives written notification. Depending on the severity, members may be temporarily suspended from the program, with full rights to appeal in accordance with State policy.

This structured approach—combining random sampling, full reconciliation for standing orders, explicit failure logging, and provider-specific flagging—makes certain that payments align with trips that were both authorized and actually rendered.

C. Fixed Route

The vendor should perform pre-transportation and post-transportation validation checks for a percentage of fixed route transportation. The policy and procedures for validation of fixed route transportation, including the inclusion in the overall ten percent (10%) validation check Service Level Agreement, included in Appendix 4, should be developed by the vendor with input from the Agency.

Below is our enhanced Validation Plan for fixed-route transportation, reflecting our role as the incumbent broker and developed in collaboration with the Bureau. This policy will be submitted for formal approval at least thirty (30) days before the next contract term begins, and operations will not commence without an approved plan.

Integration into the 5% Validation SLA

Fixed-route trips are folded into our overall 5% monthly validation sample. Each month, we calculate the proportion of fixed-route trips relative to total NEMT volume and confirm that fixed-route validations are represented in that 5% pool—while also maintaining a minimum floor (e.g., at least 0.5% of all NEMT volume) to capture lower-volume transit corridors.

Pre-Transportation Fixed-Route Checks

For each sampled fixed-route trip, our Exceptions Team:

- Confirms the passenger's reservation against the transit agency's booking or boarding records (e.g., Amtrak reservation system, local bus pass scans).
- Verifies that the trip date, origin/destination stops, and service type match the member's approved itinerary.
- Logs any discrepancies (no reservation found, mismatched route or date) in our platform and issues a same-day denial if the trip was not properly authorized.

Post-Transportation Fixed-Route Checks

On the post-service side, for each sampled fixed-route trip we:

- Obtain actual boarding data (e.g., tap-on/tap-off records, manifest counts) or call the member to confirm they boarded and completed the trip.
- Record any failures—such as no board recorded or member no-show—along with the failure reason.
- Initiate claim denial or recovery for trips that never occurred or were not covered services.

Busy/No-Answer Protocol

Should attempts to verify a fixed-route trip—pre or post—be thwarted by busy signals or no answer after three tries, we:

- Flag that specific transit provider in our system.
- Require all future fixed-route requests involving that provider to undergo mandatory pre-validation before authorization.
- Exclude those failed attempts from the 5% quota to preserve our sampling integrity.

Bureau-Directed Targeted Audits

Beyond random sampling, our plan allows the Bureau to designate specific transit services or routes for additional scrutiny. We'll immediately ramp up both pre- and post-checks on any service line or carrier as requested.

Reporting & Continuous Improvement

Each month, we deliver a Fixed-Route Validation Report that shows:

- Total fixed-route trips sampled (pre and post) against the overall 5% target.
- Pass/fail outcomes with detailed failure reasons.
- Any busy/no-answer flags and resulting provider pre-validation requisites.

We review these results quarterly with the Bureau to refine our sampling rates, adjust our floor thresholds, and enhance coordination with transit partners.

This integrated approach confirms fixed-route transportation receives the same rigorous oversight as other NEMT services, while honoring our SLA commitments and Bureau-approved processes.

VIII. Suspected Fraud, Abuse, Waste, and Misue

(3) The vendor should refer suspected fraud, waste, abuse, or misuse by Agency Members, NEMT providers, medical providers or contractor staff to the Agency's Office of Program Integrity (OPI) and the Agency's Contract Manager within three calendar days after discovery of suspected fraud, waste, abuse, or misuse. The vendor should expect the contact for all investigations to be provided by the Agency prior to operations start date. The referral should detail the NEMT provider's name and provider number, the member's name and Medicaid ID number, if applicable, the provider's name and provider number and a narrative of all information the vendor has regarding suspected fraud, waste, abuse, or misuse, including whether the vendor was able to verify that the member was transported to or from a source of medical care. Vendor's staff and management are to be available and are to fully cooperate with any Office of Inspector General (OIG) or law enforcement investigations or review at no additional cost to the Agency. Vendors should require adherence to these requirements in any contract it enters with subcontractors, NEMT providers or providers. The vendor may establish, or have an established, in-house Fraud Unit which will be expected to work with the Agency, OPI, and/or the OIG. If the vendor has an in-house Fraud Unit, it may request claim dates from the Agency in order to review paid NEMT trips with paid Medicaid services, member address history, member current address on record, recipient Medicaid enrollment history and other information deemed necessary for an investigation.

Since 2018, our in-house Fraud Unit and Utilization Review teams have operated under a Bureau-approved FWAM policy that requires us to report any suspected fraud, waste, abuse, or misuse involving members, NEMT providers, medical providers, or staff within three calendar days of discovery. Before operations begin, we will obtain from the Bureau the primary contacts for OPI and the Contract Manager to whom all referrals will be sent.

When our investigations uncover questionable activity—such as trips billed but not rendered, falsified trip logs, or improper use of member IDs—we compile a detailed referral packet that includes:

- The NEMT provider's name and Medicaid ID
- The member's name and Medicaid ID
- The medical provider's name and Medicaid ID
- A narrative summary of all relevant facts, including whether we've verified transport to or from a source of medical care

That referral is sent to both the Bureau's Office of Program Integrity (OPI) and our Contract Manager in the Bureau within three days of identification. Our staff and management remain fully available to assist any OIG or law-enforcement review, providing documents, ride data, claim histories, GPS logs, and witness statements as requested.

All contracts with subcontractors, NEMT providers, and other vendors include the same FWAM-referral obligations and cooperation requirements. Our Fraud Unit works hand-in-hand with OPI and OIG, and may formally request from the Bureau: paid-claim dates tied to Medicaid services, member address history, enrollment data, and any additional information necessary to complete a thorough investigation.

By embedding these protocols into our operating procedures—and backing them with dedicated staff, clear timelines, and formal Bureau engagement—we maintain a robust, compliant framework for detecting and reporting any suspected misuse of NEMT resources.

IX. Vehicle Requirements

A. Americans with Disabilities Act (ADA)Compliance

Vehicles are to comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation, which can be found at:https://www.ada.gov/. The vendor should supply all NEMT providers with a copy of the ADA vehicle requirements or post them on the vendor's provider information website and inspect the vehicles for compliance. Vehicles used for transporting Agency Members with disabilities are to be in compliance with applicable ADA vehicle requirements to be approved for use under this program. The Agency may require vendors to supply additional notice of ADA vehicle requirements to NEMT providers.

Since assuming the West Virginia NEMT contract in 2018, we have enforced a Bureau-approved ADA Compliance Program that guarantees every vehicle used to transport members with disabilities meets or exceeds the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation.

Dissemination of ADA Requirements

We publish the full ADA vehicle requirements on our secure NEMT Provider website and include a copy in the NEMT Provider Manual distributed to every contracting organization. Whenever the Bureau issues updates or additional guidance, we immediately email and post notices—making sure providers always have the latest standards at their fingertips.

Physical Inspection & Credentialing

At initial credentialing and again bi-annually, our West Virginia Field staff perform hands-on inspections using a tablet-based checklist that incorporates the ADA's roll-on/roll-off lift specifications, securement device criteria, aisle and doorway clearances, signage requirements, and any other federal mandates.

Vehicles that fail to meet any ADA specification are tagged "Non-Compliant" with a Bureau-approved red sticker and immediately suspended from service. Providers must correct all deficiencies and pass re-inspection before the vehicle can return to active duty.

Ongoing Compliance & Bureau Requests

Our inspection reports and compliance dashboards are shared quarterly with the Bureau, demonstrating our 100% coverage and highlighting any vehicles remediated during the period.

Should the Bureau request additional notices—such as targeted mailings, updated training materials, or in-person workshops on ADA standards—we stand ready to deliver those materials in print, digital, or instructor-led formats.

By combining clear communication of requirements, rigorous field inspections, and a formal remediation process, our processes help confirm that every vehicle carrying a member with a disability is fully ADA-compliant before—and for as long as—it is in use under the contract.

B. Other Compliance

Vehicles should also comply with all requirements listed below: The number of people in the vehicle, including the driver, should not exceed the vehicle manufacturer's approved seating capacity. 2. All vehicles should have adequately functioning heating and air conditioning systems and should always maintain a temperature that is comfortable for the member. 3. All vehicles should have functioning seat belts and restraints as required by federal, state, county or local statute ordinance. All such vehicles should have an easily visible interior sign that states: "ALL PASSENGERS ARE REQUIRED TO USE SEAT BELTS". Seat belts are to be stored off the floor when not in use except in wheelchair accessible vehicles having permanent anchoring belts attached to the floor of the vehicle. 4. Each NEMT provider should have at least two (2) seat belt extensions available. 5. For use in emergency situations, each vehicle should be equipped with at least one (1) seat belt cutter that is kept within easy reach of the driver. 6. All vehicles should have an accurate, operating speedometer and odometer. 7. All vehicles should have two (2) exterior rear-view mirrors, one (1) on each side of the vehicle. 8. All vehicles should be equipped with an interior mirror for monitoring the passenger compartment. 9. The exterior of all vehicles should be clean and free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicle. 10. The interior of all vehicles should be clean and free of torn upholstery, floor, or ceiling covering; damaged or broken seats; protruding sharp edges; dirt; oil, grease or litter; and hazardous debris or unsecured items. 11. All vehicles should be operated within the manufacturers safe operating standards. 12. All vehicles should have NEMT provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number are to appear in lettering that is at least three (3) inches in height and of a color that contrasts with its surrounding background. 13. To comply with confidentiality requirements, which can be found at: https://www.hhs.gov/hipaa/for-professionals/privacy/lawsregulations/index.html, no words may be displayed on the vehicle that implies that Agency recipients are being transported. The name of the NEMT provider's business may not imply that Agency recipients are being transported. 14. The vehicle license number and the vendor's toll-free and local phone numbers should be prominently displayed on the interior of each vehicle. This information and the complaint procedures should be clearly visible and available in written format in each vehicle for distribution to Agency recipients upon request. 15. Smoking/Vaping/E-Cigarette should always be prohibited in vehicles. All vehicles should have an easily visible interior sign that states: "NO SMOKING/VAPING/E-CIGARETTE". 16. All vehicles should carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms. 17. All vehicles should be equipped with a first aid kit stocked with, at minimum, antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash. 18. Each vehicle should contain a current map (a GPS unit may be considered a map) of the applicable geographic area with sufficient detail to locate member and provider addresses. 19. Each vehicle should be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires. Except for sedans, the fire extinguisher should be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle. 20. Insurance coverage for all vehicles during the Contract period should follow state law, and any county or local ordinance. The vendor should be listed as "an additional interested party" to ensure notification is made to the vendor in the event of a lapse in insurance coverage. 21 . Each vehicle should be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer. 22. Each vehicle will be equipped with a spare tire, tire jack, lug wrench and any additional items required to change a tire on the vehicle. 23. The vendor should document the lifting capacity of each vehicle in its network to route trips to NEMT providers that have appropriate lift capacity for Agency Recipients. 24. The vendor should require that every vehicle in a NEMT provider's fleet has a real-time link, phone or two-way radios. Pagers are not acceptable as a substitute. 25. The vendor should have in its network NEMT providers that have the capability to perform bariatric transports of patients up to eight hundred (800) pounds. 26. Each vehicle which requires the Agency Members to step up to enter the vehicle should include a step, or a safe stool to aid in passenger boarding.

The step stool should be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, and be sturdy metal with nonskid treads. Under no circumstances should a milk crate, plastic stool, or similar substitute be considered a viable alternative for a step stool. Milk hicle. Step stools should be secured away from aisles and doorways while the vehicle is in motion to avoid obstructing the paths of passengers in the event of an emergency evacuation. 27. Each wheelchair vehicle should comply with the following: C. Vehicle Inspection a. Wheelchair Lifts. Each wheelchair vehicle with a mechanical lift should have an engine-wheelchair lift interlock system, which requires the transmission to be placed in park and emergency brake engaged to prevent vehicle movement when the lift is deployed. All wheelchair lifts should meet current ADA guidelines, which can be found at: https://www.ada.gov/lawand-regs/design-standards/. b. Wheelchair Securement Devices. Each wheelchair vehicle should have, for each wheelchair position, a wheelchair securement device (or "tie-down") which meets current ADA guidelines.

We maintain a rigorous vehicle compliance program that aligns with every federal, state, county, and local regulation, plus the 27 specific contract requirements. Through initial credentialing and bi-annual physical inspections, each vehicle in our network is certified fit for service before transporting a member and remains in active status only while it meets all standards.

Vehicle Compliance & Safety Systems

All vehicles must operate within the manufacturer's safe-operating specifications and meet or exceed applicable federal, state, county, and local regulations. During field inspections, we verify that each vehicle:

- Carries no more persons (including driver) than its approved seating capacity.
- Maintains comfortable interior temperatures via fully functioning heating and air-conditioning systems.
- Has working speedometer and odometer, two exterior rear-view mirrors (one per side), and an interior mirror for passenger monitoring.
- Is clean inside and out—free of torn upholstery, protruding edges, broken glass, excessive dirt, major dents, or paint damage.

Restraints & Emergency Preparedness

Safety belts and restraints must comply with all statutes and be readily available:

- Every seat is equipped with a functioning belt; wheelchair-anchoring belts remain affixed to the floor.
- A highly visible interior sign states "ALL PASSENGERS ARE REQUIRED TO USE SEAT BELTS."
- Two belt extensions and at least one easily reachable belt cutter are carried in each vehicle.

For emergencies, each vehicle also carries:

- A multipurpose dry-chemical fire extinguisher (Class A, B, C), securely mounted within driver's reach (or in a rear compartment for sedans).
- A first-aid kit stocked with antiseptic wipes, antibiotic ointment, assorted bandages, tape, scissors, impermeable gloves, and sterile eyewash.
- A "spill kit" containing absorbent materials, gloves, hazardous-waste bags, scrub brush, disinfectant, and deodorizer.

Identification, Communications & Confidentiality

To protect member privacy and maintain accountability:

The provider's business name and phone number appear on both sides of the vehicle in contrasting lettering at least three inches high—without any reference to Medicaid or recipients.

- Inside, the vehicle license plate number, our toll-free and local numbers, and complaint procedures are prominently displayed in written form.
- "NO SMOKING/VAPING/E-CIGARETTE" signage is clearly posted.
- Every vehicle contains a packet with current registration, insurance card (naming us as an additional interested party), and accident procedures/forms.
- A real-time communication link (cell phone or two-way radio) is required in every vehicle—pagers are not acceptable.

Navigation & Accessibility Aids

Each vehicle must facilitate efficient, accessible boarding and routing:

- A current map of the service area—GPS units qualify—helps drivers locate member and provider addresses.
- Vehicles requiring a step up for entry carry a sturdy, four-legged metal step stool with anti-skid treads; it is properly stowed when the vehicle moves.
- We document the lifting capacity of every wheelchair-equipped vehicle to match trips with appropriate lifts.
- Bariatric-capable vehicles must accommodate up to 800 pounds.

Wheelchair Vehicle Standards

In addition to the above, every wheelchair-accessible vehicle must have:

- An engine-lift interlock system that locks transmission in park and engages the emergency brake before the lift operates.
- Securement devices ("tie-downs") at each wheelchair position, compliant with current ADA guidelines.

By integrating these requirements into our credentialing and inspection process—and by suspending any vehicle flagged for non-compliance until corrective action is verified—we confirm every member travels safely, comfortably, and in full regulatory compliance.

C. Vehicle Inspection

The vendor should inspect all NEMT providers' vehicles prior to the operational start date and at least every six (6) months thereafter. The state of West Virginia vehicle inspection sticker does not serve as a substitute or alternative to Vendors vehicle inspection and credentialing. The vendor should ensure that NEMT providers maintain all vehicles to meet or exceed local, state, and federal requirements, and manufacturer's safety, mechanical, operating, and maintenance standards. In addition, the vendor should test all communication equipment during regularly scheduled vehicle inspection. Upon completion of a successful inspection, an inspection sticker approved by the Agency should be applied to the vehicle. The vendor should place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker should state the license plate number and vehicle identification number of the vehicle. Records of all inspections should be reported pursuant to Appendix 3, Reporting Requirements, (Report #R20) of this RFP. Authorized employees of the Agency or the vendor should immediately remove from service any vehicle or driver found to be out of compliance with these requirements. The vehicle or driver may be returned to service only after the vendor verifies that the deficiencies have been corrected. Any deficiencies, and actions taken to remedy deficiencies, should be documented and become a part of the vehicles and the driver's permanent records. The vendor should submit the final plan for vehicle inspection, forms, inspection sticker and a list of trained inspectors to the Agency at least thirty (30) calendar days prior to the operations start date. The plan should include the names of all employees or sub-vendors who are authorized to inspect the vehicles for the vendor, and the vendor's inspection

Modivcare maintains a comprehensive Vehicle Inspection Program to verify that every vehicle in our network is safe, compliant, and ready to transport Medicaid members. Our inspections go well beyond the State of West Virginia's sticker, confirming that each vehicle meets or exceeds all local, state, federal, and manufacturer standards before operations begin and at six-month intervals thereafter.

Inspection Schedule & Oversight

- Initial & Ongoing Inspections: Before the new contract term starts, every provider's active fleet undergoes an on-site inspection. Thereafter, each vehicle is re-inspected at least every six (6) months.
- Non-Substitution of State Sticker: We recognize the state's inspection decal but require our own vendor inspection for credentialing and safety verification.

Inspection Process & Requirements

Our trained Field Monitors—listed in the forthcoming plan—use a Bureau-approved form to confirm that each vehicle:

- Is operated within the manufacturer's safe operating and maintenance standards.
- Complies with all applicable regulations (federal, state, county, local) covering lighting, brakes, tires, mirrors, speedometer/odometer, heating/air conditioning, cleanliness, and structural integrity.
- Carries required safety and emergency equipment (fire extinguisher, first-aid kit, spill kit, spare tire and tools, step-stool for ambulatory entry, bariatric-capable lift documentation, etc.).

Communication Equipment Testing

During every inspection, Monitors power on and test the vehicle's real-time communication link (cell phone or two-way radio) to verify clear voice transmission and emergency-alert functionality.

Inspection Sticker & Documentation

Sticker Application: A green Bureau-approved sticker, showing the license plate and VIN, is affixed to the outside lower-right corner of the passenger-side rear window when a vehicle passes.

Failure and Suspension: Vehicles or drivers found out of compliance are immediately removed from service; a red sticker marks suspension. They return to the road only after documented corrective actions and a successful reinspection.

Recordkeeping: All inspection findings, deficiencies, and remediation steps become part of the permanent vehicle and driver file.

Reporting & Removal Authority

Appendix 3 (Report #R20): We submit a monthly "Records of Vehicle Inspection" report to The Bureau, detailing inspection dates, outcomes, and any suspensions.

Immediate Deactivation: Authorized Bureau or vendor personnel may halt any vehicle or driver the moment a compliance lapse is identified.

Plan Submission & Inspector Roster

At least thirty (30) calendar days before operations begin, we will provide The Bureau with our final NEMT Vehicle Inspection Plan—complete with inspection forms, sticker proofs, and a roster of all employees and sub-vendors authorized to perform inspections. No new-term operations will commence until the Bureau formally approves this plan.

This structured program confirms that each vehicle remains in top mechanical and regulatory condition, safeguarding our members and upholding the highest standards of service.

X. NEMT Providers' Drivers Policies and Procedures

A. Driver Requirements

The vendor should ensure that NEMT providers' drivers follow the below requirements: All drivers should abide by any applicable state or local laws. All drivers, during their employment, should be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned. Drivers who receive citations and are convicted of two (2) moving violations within one (1) year or accidents related to transportation provided under the NEMT Brokerage Program should be immediately removed from service. Drivers should not have had their driver's license suspended or revoked for moving traffic violations in the previous five (5) years. The vendor agrees to require that NEMT providers' drivers comply with the 42 CFR § 455.434 Criminal background checks, which can be found at: https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42- vol4-sec455-450.pdf. The vendor should conduct criminal background checks on all drivers, and the vendor's proposal should include the specific criteria the vendor may use to determine if a driver can provide services under the NEMT brokerage program. All drivers should be courteous, patient, and helpful to all passengers and be neat and clean in appearance. No driver may to use alcohol, narcotics, illegal drugs, over-the-counter medications or prescription medications that impair their ability to perform. All drivers should wear and have a visible nametag that is easily readable and identifies the employee and the employer. No drivers should smoke, vape, and /or use E-Cigarette while in the vehicle, while assisting a member, or in the presence of any member. Agency Recipients should not be allowed to smoke, vape, and /or use E-Cigarette in the vehicle. Drivers should not wear any type of headphones at any time while on duty, except for hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NEMT provider or to call 911 in an emergency. Drivers should not talk on mobile phones and/or text when the vehicle is in motion.

Credentialing and Driver Oversight

Modivcare understands that the Bureau requires a transportation partner with a world-class credentialing program—one that confirms compliance, supports member safety, and enables efficient, high-quality service delivery. Our credentialing framework is designed to verify driver and vehicle eligibility, prevent risk, and give the Bureau full confidence that qualified, courteous, and compliant professionals transport members.

Automated Credentialing and Monitoring Technology

Before any driver, attendant, or vehicle can operate under the NEMT program, Modivcare requires complete credentialing documentation. We use a credentialing program to manage document intake and monitor real-time compliance. Drivers and providers upload photos of their licenses, insurance, background checks, and training credentials via smartphone. The program then cross-references all submissions against:

- State licensing and endorsement databases
- U.S. HHS-OIG's List of Excluded Individuals and Entities (LEIE)
- SAM's Excluded Parties List System
- State Sex Offender Registries
- Social Security Death Master File

If any license suspension, exclusion, conviction, or expired document is detected, the system immediately flags the issue and removes the driver from trip eligibility. Drivers and providers receive alerts 60 days before any credential expires, with direct links to update documentation and prevent service disruption.

Criminal Background Checks and Regulatory Compliance

In accordance with 42 CFR § 455.434, all drivers undergo fingerprint-based state and FBI background checks. Disqualifying offenses include, but are not limited to, DUI/DWI within three years, violent or sexual felonies within seven years, and theft or abuse-related convictions. These criteria are published in our Provider Manual and reinforced during provider onboarding and credential audits.

Driver Qualifications and Conduct Standards

All NEMT drivers must:

- Be at least 18 years old and possess a valid driver's license with the appropriate endorsements
- Have no license suspensions or revocations for moving violations within the past five years
- Be immediately removed from service if convicted of two moving violations or NEMT-related accidents
- Maintain a clean, professional appearance and wear a visible ID badge at all times
- Refrain from smoking, vaping, or using e-cigarettes in or near vehicles or members

Never operate a vehicle while impaired or distracted, and use mobile phones only for provider communication or emergencies through approved hands-free devices.

Member Safety and Assistance Protocols

Drivers are trained and expected to:

- Provide curb-to-curb, door-to-door, or hand-to-hand assistance as needed
- Secure all mobility devices and fasten member seatbelts properly
- Park as close as possible to the destination entrance, avoiding street crossings
- Confirm members are safely inside before departing
- Never leave a member unattended in a vehicle
- In limited long-distance scenarios involving rest stops and opposite-gender interactions, remain close to the vehicle and never out of sight

Incident Management and Suspension Protocols

In the event of a disruptive passenger or unsafe condition, drivers are trained to pull over safely, contact dispatch, and await further instructions. Any driver with more than one confirmed incident of improper wheelchair securement is suspended from service. Reinstatement requires documented retraining submitted by the provider and verified by Modivcare's credentialing team.

Training and Certification Standards

All drivers complete the National Safety Council (NSC) Defensive Driving certification every two years, along with CTAA PASS (Passenger Assistance, Safety, and Sensitivity) training. These programs equip drivers with essential skills in safe vehicle operation, ADA compliance, disability awareness, and respectful, person-centered member interaction.

Continuous Monitoring, Audit, and Reporting

Modivcare's Compliance Team operates real-time dashboards and exception reports to track credential status, training recertifications, and driving incidents. Any credential lapse or disqualifying event results in immediate deactivation. All exceptions and corrective actions are documented and included in quarterly Verification Reports submitted to the Bureau. These reports detail driver eligibility, audit findings, suspensions, and remediation measures.

B. Provider Daily Trip Logs

The Vendor should ensure that all NEMT Providers' drivers (both commercial and personal) maintain daily trip logs containing the information specified below. These records should be retained by NEMT providers and made available to interested parties if selected for audit. This requirement excludes fixed route transportation as described in Section III of this Appendix. Trip logs should be validated according to the Vendor's Validation plan outlined in Appendix 1, Section VII: "Validation Checks". The date of service must be included in each log entry. The logs should contain, but are not limited to: Driver's name. Driver's signature. Member's name. Member's or attendant's signature. Vehicle Identification Number (VIN) or other identifying number on file with the vendor. NEMT provider's name. Trip ID Number. Mode of transportation authorized. Actual drop off time in military time.

Trip-Log Capture and Retention

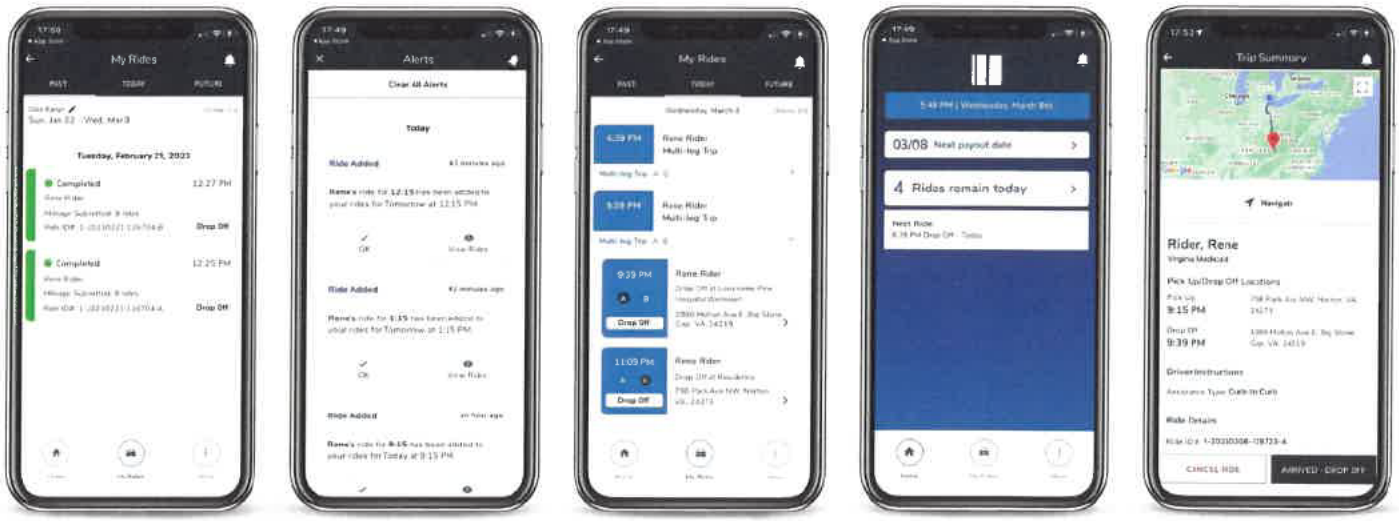
Modivcare requires that all non-fixed-route NEMT drivers—both commercial and personal—complete daily trip logs that capture key service and compliance data. These logs may be completed on paper or electronically through the Modivcare Driver App and are retained for a minimum of seven years to support audit readiness. All trip records are subject to Modivcare's Validation Plan (Section VII.C) to confirm completeness, accuracy, and alignment with trip authorization.

Required Trip Log Data Elements

For every trip, drivers are required to record the following 12 data points:

- Date of service, Driver's name, Driver's signature (or electronic attestation via the app)
- Member's name, Member's or attendant's signature (or documented exception)
- Vehicle Identification Number (VIN) or vendor-assigned ID
- NEMT provider's name, Trip ID number, Authorized mode of transportation
- Actual drop-off time (24-hour/military time), Miles driven (by odometer or GPS)
- Notes (e.g., cancellations, no-shows, incomplete requests, accidents, or incidents)

Electronic Trip Logs via Modivcare Driver App



To confirm efficient and reliable trip documentation, most drivers use the Modivcare Driver App, which simplifies data entry and enhances accuracy through automation:

- **Seamless Data Capture:** Trip ID, member name, VIN, and authorized mode are preloaded. GPS automatically logs pickup/drop-off times and calculates mileage.
- **Driver Attestation:** Drivers confirm log accuracy by tapping "Confirm" at the end of the day.
- **Exception Reporting:** No-shows, cancellations, and other issues are flagged with one tap and contextual notes.
- **Automated Validation Checks:** Our platform verifies logic accuracy (e.g., drop-off time not before pickup, complete fields, valid signatures) and flags discrepancies for correction.

Paper Logs as Backup

Modivcare issues drivers pre-formatted paper trip log booklets in areas with poor connectivity. These mirror the electronic format and include all required fields. Upon network reconnection, drivers upload scanned or photographed copies for ingestion into our system, where they undergo the same validation checks.

Signature Exceptions and Alternate Validation

If a member is unable to provide a signature due to disability or other limitations, Modivcare's system automatically flags them at registration. Drivers then complete a secondary validation step, such as a staff witness signature, SMS one-time passcode (OTP), or GPS checkpoint confirmation.

Audit Readiness and Retention

All trip logs—electronic and paper—are stored in Modivcare's secure document management system for at least seven years. Records are fully retrievable in the event of an audit or program integrity review. With this dual-mode logging system and robust validation process, Modivcare confirms full compliance with the Bureau's trip documentation requirements, making sure that service transparency and operational resilience across the Mountain State.

C. Trip Manifests

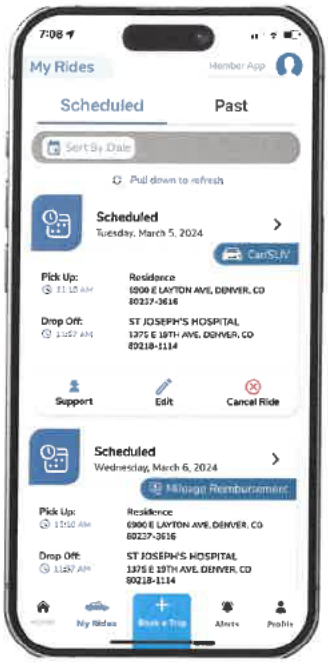
1. At least forty-eight (48) hours prior to the trip, the vendor should provide a trip manifest to the NEMT provider. To ensure compliance with the Health Insurance Portability and Accountability Act (HIPM), which can be found at: https://www.hhs.gov/hipaa/. The vendor should send trip manifests to the NEMT provider by facsimile or other secure electronic submission transmission to be approved by the Agency. The trip manifests supplied to NEMT providers should include all necessary information for the driver to complete the trip, including, but not limited to, the following: Request Tracking Number. Member's name. Member's phone number. Address and time of the pick-up and the address and time ofthe appointment for covered medical service (including the name and phone number of facility); Mode of transportation. Directions to the members' home, if appropriate. Return trip time(s), if appropriate. Any special needs of the member or instructions to the driver. If the vendor sends a trip manifest to a NEMT provider less than forty eight (48) hours before the pick-up time, the vendor should also contact the NEMT provider by telephone or electronically to confirm that the trip has been accepted by the NEMT provider. The vendor should include provisions regarding these requirements in any subcontracts with NEMT providers. The vendor should include provisions regarding these requirements in any subcontracts with NEMT providers.

Modivcare delivers trip manifests to West Virginia NEMT providers in a fully HIPAA-compliant, reliable manner that meets each RFP requirement:

Advance Delivery & Secure Transmission

At least 48 hours before each scheduled pick-up, our system generates a complete manifest and pushes it through the Modivcare Provider Portal over TLS-encrypted channels. Providers who prefer fax simply receive the same manifest via their dedicated facsimile line—available 24/7—to accommodate areas with limited connectivity.

Key Manifest Contents



Each manifest contains everything a driver needs to fulfill a trip: the Modivcare Trip ID (Request Tracking Number), member name and contact, pick-up and appointment addresses/times (including facility name and phone), the authorized mode of transport, any return-trip scheduling, directions when needed, and special instructions (e.g. mobility assistance, attendant requirements).

Urgent or Short-Notice Trips

If a trip is assigned fewer than 48 hours in advance, such as urgent or recovery requests, we immediately send the manifest electronically or by fax and then place a live call (or secure message) to confirm acceptance. Once the provider verbally agrees, we log that confirmation and request a written acknowledgment via fax or portal message.

Contractual & Audit-Ready Framework

Every NEMT Provider agreement and subcontract contains explicit clauses requiring:

- 48-hour manifest delivery via encrypted portal or fax
- Dedicated fax/telephone line availability
- Follow-up confirmation for less-than-48-hour trips

All manifests and confirmations are retained in our secure document management system, ready for audit review at any time. This layered approach—combining automated scheduling, HIPAA-safe delivery, and live confirmation—confirms that the State's manifest requirements are met consistently and transparently.

D. Real-Time Communication

The vendor should require that every vehicle in a NEMT provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute. In its Proposal, the vendor should detail the communications equipment that may be used to fulfill the requirements of the vendor including how communication among Agency Members, vendor, NEMT providers, and drivers should be managed to ensure that there are no

Real-Time Communication and Operational Coordination

Modivcare maintains a comprehensive, real-time communication infrastructure designed to make sure uninterrupted coordination between drivers, NEMT providers, Medicaid members, and our operations team. Our approach prioritizes safety, responsiveness, and efficient service delivery, make sure that no call goes unanswered and no emergency goes unmanaged.

In-Vehicle Communication Standards

Modivcare requires that every vehicle in an NEMT provider's fleet be equipped with a hands-free mobile phone or two-way radio. Pagers alone are not permitted. These tools provide continuous, HIPAA-compliant communication between the driver, provider dispatch, and Modivcare's 24/7 transportation management team.

Communication channels include:

- GPS-enabled Modivcare Driver App, which preloads trip details and provides real-time tracking and updates
- Voice and radio traffic, managed by our 24/7 Communication Center
- Secure portal messaging, used to supplement voice calls with documentation or updates

All equipment operability is verified during initial and biannual vehicle inspections, and deficiencies are corrected before vehicles are returned to service.

Real-Time Event Handling Procedures

Modivcare has codified real-time workflows to eliminate delays and confirm member safety in every situation:

- **Emergencies**: If a vehicle breakdown, accident, or incident occurs, the driver immediately notifies dispatch via phone or radio. Dispatch contacts Modivcare to coordinate emergency services, inform the provider, and arrange alternate transportation so members are not left stranded.
- **Member Cancellations**: When a member cancels a trip prior to pickup, the driver notifies dispatch, which updates the trip status and, when appropriate, reschedules or reassigns the trip.
- **No-Shows**: If a member is not at the pickup location upon arrival, the driver radios a no-show notification. The provider confirms and informs Modivcare to update records and cancel the authorization, avoiding unnecessary mileage and making sure that there is compliance.

All actions are logged within our transportation system for transparency, audit readiness, and continuous improvement.

Integrated Oversight and Accountability

Modivcare leads statewide communication oversight and escalation by combining technology, policy, and leadership accountability to maintain round-the-clock responsiveness. Key leaders responsible for communication efficiency include:

- **Todd Bacchus, Provider Relations Director** – Oversees real-time provider engagement, dispatch coordination, and communication performance metrics.
- **Joshua McGill, Senior Director of Operations** – Directs statewide operations and makes sure that systemwide compliance with communication and emergency response protocols.

Our Provider Relations team reviews real-time metrics monthly, identifying patterns in cancellations, no-shows, and emergency responses to make sure there is accountability and operational integrity across the network.

Technology-Enabled Coordination

Modivcare's system architecture includes:

- Real-time dashboards that flag late arrivals, missed trips, or route inefficiencies
- Cloud-based communication logs and documentation are available for review and audit
- Mobile app integrations that support one-tap alerts, trip confirmations, and exception reporting

This infrastructure allows us to maintain clear, consistent, and secure communication throughout every trip's lifecycle, supporting safe, timely, and uninterrupted transport for West Virginia Medicaid members.

E. Monitoring Plan

The vendor should develop and implement a plan to be approved by the Agency for monitoring NEMT providers' compliance. The vendor should ensure that NEMT providers comply with the terms of their contracts and all NEMT provider-related requirements of the vendor, including driver requirements, vehicle requirements, complaint resolution requirements and the delivery of courteous, safe, timely and efficient transportation services. The vendor should submit a final completed plan to the Agency for approval no later than thirty (30) calendar days prior to the operational start date. The vendor should not begin operations without an Agency-approved NEMT provider Monitoring Plan. Monitoring activities should include, but are not limited to, the following: On-street observations. Accident and incident reporting. Statistical reporting of trips. Analysis of complaints. Driver licensure, driving record, experience and training. Member safety. Member assistance. Completion of driver trip logs. Driver communication with dispatcher. Routine scheduled vehicle inspection and maintenance The vendor's NEMT provider monitoring plan should include written procedures for ensuring that an appropriate corrective action is taken when NEMT provider furnishes inappropriate or substandard services, when a NEMT provider does not furnish services

NEMT Provider Monitoring Plan

As the incumbent NEMT broker in West Virginia, Modivcare actively monitors every contracted provider for operational consistency with federal, state, and local laws, West Virginia Medicaid policies and procedures, and the terms outlined in their Modivcare contract. We hold providers accountable for all service standards, including driver qualifications, vehicle readiness, complaint resolution, and the delivery of safe, courteous, and timely transportation. When we update the plan, we submit the revised version to the Bureau at least 30 days before Go Live and do not begin operations without formal approval.

Core Monitoring Activities

We deploy a combination of field-based audits and real-time data surveillance to evaluate provider performance. Our monitoring approach includes:

- **On-Street Observations:** Our CTAA-certified field staff conduct unannounced ride-alongs and spot checks. They observe driver behavior, vehicle condition, and member assistance and log the results.
- **Accident & Incident Oversight:** We require providers to report all accidents and incidents within 24 hours. Our Safety Team investigates each case, documents findings in our compliance database, and flags recurring issues for corrective action.
- **Trip & Statistical Reporting:** We use automated dashboards to track trip volumes, cancellations, no-shows, and cost variances. This visibility helps us proactively manage network performance.
- **Complaint Analysis:** We categorize and analyze all complaints by provider. When trends emerge, our Quality Team conducts root cause reviews and initiates performance reviews.
- **Credential & Record Audits:** We confirm that all drivers maintain valid licenses, clean driving records, and up-to-date training. Our system sends automatic alerts to providers 60 and 30 days before any credential expires.
- **Driver Communication Checks:** During scheduled vehicle inspections, we verify that all vehicles have a working hands-free phone or two-way radio. We also confirm that drivers follow protocols for reporting emergencies, cancellations, and no-shows.
- **Vehicle Inspection & Maintenance:** We require providers to complete and submit biannual inspection records. If a vehicle fails inspection, we remove it from service until the provider resolves all deficiencies.

Corrective Action & Reporting

We follow a **tiered corrective action model** to address non-compliance:

- **Immediate Remediation**: For minor infractions like incomplete trip logs, we issue targeted coaching and assign a 30-day improvement plan.
- **Escalation**: When providers repeatedly violate requirements or create safety risks, we issue formal corrective action plans, apply penalties, or suspend access to trips.
- **Network Removal**: If a provider fails to correct egregious issues, we terminate their contract and remove them from our network.

We document all corrective actions and link them to measurable improvements.

Monthly Reporting to the Bureau

Each month, we submit a detailed report to the Bureau that outlines:

- Monitoring activities conducted
- Key findings and emerging trends
- Corrective actions issued
- Provider performance improvements

By combining in-field audits, system-driven compliance checks, and structured remediation, we maintain a transparent, accountable network that delivers high-quality, reliable transportation services for West Virginia Medicaid members.

F. Member Satisfaction Surveys

The vendor's proposal should describe the vendor's approach to, and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plan, if any, for surveying specific populations such as Agency Members with disabilities, family members of Agency Members, facilities, and medical providers. Every six (6) months, the vendor should conduct a member satisfaction survey regarding the NEMT Brokerage Program. The purpose of the survey should verify the availability, appropriateness and timeliness of the trips provided and the way the vendor's staff and the NEMT provider's staff interacted with Agency Members. The initial six (6) month period should be the first six (6) months during which the vendor delivers NEMT Services. The format, sampling strategies and questions of the survey should be reviewed and approved by the Agency prior to use, and the Agency may specify questions that are to appear in the survey. The survey topics should include, but not be limited to, the following: Confirmation of a scheduled trip. Driver and vendor staff courtesy. Driver and attendant assistance, when required. Overall driver behavior. Driver safety and operation of the vehicle. Condition, comfort and convenience of the vehicle.Punctuality of service. The survey responses received, and the vendor's analysis of those responses are to be submitted to the Agency no later than sixty (60) calendar days after the surveys are taken.

Modivcare's approach to member satisfaction measurement combines proven survey methodologies, accessible outreach channels, and tailored instruments for specific populations.

Multi-Channel Survey Methods

We deploy a mix of telephone interviews, secure web forms, and mailed questionnaires. Interactive Voice Response (IVR) and live-call options accommodate members' preferences; email and SMS links reach tech-savvy participants; printed surveys—available in large-print and multiple languages—serve members with disabilities and those without internet access. Family members may receive follow-up surveys by mail or phone when a member indicates assistance during trip scheduling. Separate online surveys target facility staff and medical providers, using secure credentials to capture their perspectives on timeliness, communication, and overall service quality.

Semiannual Member Satisfaction Study

Modivcare fields a structured survey every six months in West Virginia that is reviewed and approved by the Bureau, and inquires about:

- Confirmation of scheduled trips
- Courtesy of Modivcare and driver staff
- Assistance provided by drivers or attendants
- Overall driver behavior and professionalism
- Vehicle safety, comfort, and cleanliness
- Punctuality of pick-ups and drop-offs

We draw a stratified random sample—oversampling members with disabilities—to produce statistically valid results with a margin of error below ±5%. Survey invitations will include easy-to-read formats and TTY/relay numbers.

Analysis & Reporting

Within 60 calendar days of survey completion, Modivcare's Quality Team delivers a comprehensive report that presents response rates, cross-tabulated findings (by region, mode, and special-needs cohorts), trend comparisons with prior cycles, and prioritized recommendations for improvement. Any questions the Bureau specifies are integrated verbatim and highlighted in the report.

By leveraging robust sampling strategies, accessible survey designs, and rapid analysis cycles, Modivcare will furnish the Bureau with clear, data-driven insights into member, family, facility, and provider satisfaction, enabling focused enhancements to the NEMT Brokerage Program.

XI. Call Center

A. Facility

The vendor should assume all costs related to securing and maintaining the NEMT call center facility for the duration of the contract, including but not limited to hardware and software acquisition necessary to maintain contract requirements throughout the life of the contract, maintenance, lease hold improvements, utilities, office equipment, supplies, janitorial services, security, storage, transportation and insurance. The vendor's proposal should include a description of the vendor's approach to securing and establishing the call center facility.

Call Center Facility Ownership, Establishment, and Operations – West Virginia

Modivcare assumes full responsibility for all costs associated with securing, establishing, and operating the NEMT call center facility for the duration of the contract. This includes all infrastructure and operational needs—hardware and software acquisition and maintenance, leasehold improvements, utilities, office equipment, janitorial services, physical security, secure storage, transportation, and insurance.

As the incumbent provider, Modivcare brings deep operational expertise and local knowledge that directly benefits West Virginia's members, many of whom live in rural or underserved communities. We deliver more than 27 million hours of in-home personal care support annually across the state. That same commitment to local care and access drives our NEMT call center operations.

We operate a dedicated call center in Charleston, West Virginia—strategically located for its central access, robust telecom infrastructure, and proximity to key stakeholder groups. Our teammates based in this facility understand the local landscape and deliver compassionate, responsive service that reflects the values and needs of the West Virginians we serve. Our call center strategy follows a proven, three-phase approach:

- **Site Acquisition & Build-Out:** We secure the Charleston facility under a long-term lease and complete all tenant improvements to meet HIPAA and accessibility standards. We install biometric access controls, video surveillance, private offices, CSR pods, and secure storage areas for confidential records.
- **Technology Deployment:** We implement enterprise-grade VoIP telephony, call recording, workforce management tools, desktop hardware, and high-availability servers. Dual-carrier internet circuits, UPS backup, and diesel generators protect against outages, keeping teammates connected and members supported.
- **Ongoing Operations & Maintenance:** We manage all preventive maintenance, upgrades, utilities, janitorial and security services, and insurance. Modivcare also covers transportation for on-site staff, maintains off-site record storage, and conducts regular facility audits to uphold performance and compliance.

Modivcare absorbs every cost associated with the facility throughout the contract term, allowing the State to remain free of facility-related expenses. This structure enables us to remain fully focused on providing seamless, reliable, and member-centered support. Backed by our advanced supportive care platform, the Charleston call center helps remove transportation barriers, close gaps in access, and connect members to the care they need—safely, efficiently, and on time.

B. Telephone Access

The vendor call center should adhere to the following telephone access specifications: 1. The call center should include, but not be limited to, at least one (1) statewide tollfree telephone number for receipt of requests for NEMT Services and one (1) statewide toll-free telephone number for all Agency Members to call if their ride is more than fifteen (15) minutes late. 2. The call center toll-free telephone numbers are to be answered by live operators Monday through Friday, 7:00 a.m. to 6:00 p.m. Eastern Standard Time. The Agency recognizes daylight savings time and the hours of operations for the vendor's call center will make any adjustments for Eastern Standard Time and Eastern Daylight Time. Operation days include all state holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Official State holidays the call center should be in operation include: • Marthin Luther King, Jr. Day (Third Monday in January) • President's Day (Third Monday in February) • West Virginia Day (June 20) • Columbus Day (Second Monday in October) • Veterans Day (November 11) • Lincoln's Day (Fourth Friday in November) • Half a day on Christmas Eve (December 24) • Half a day on New Year's Eve (December 31) • Primary or General Election days • Other officially declared holidays 3. Calls received during days and/or hours that the call center is not open should receive a voice message, in English, stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, in the case of an emergency. 4. The vendor may route calls placed during non-operational hours, as required by the Agency, to any call center operated by the vendor staff in any location in the continental United States of America. a. The vendor should never route calls outside of the continental United States of America. 5. The vendor should accommodate for callers who are deaf, hard of hearing, blind, and/or speech disabled in compliance with ADA recommendations, which can be found at: https://www.ada.gov/law-and-regs/design-standards. 6. The vendor will make translation services available for callers that speak a language other than English or that may not fully have English comprehension. 7. The vendor should release and transfer the toll-free telephone number(s) to the Agency or a successor vendor upon termination of contract.

Call Center Telephone Access and Operational Compliance

Modivcare operates a fully staffed, West Virginia-based NEMT call center that meets and exceeds all telephone access specifications outlined by the State. Our service model is built around accessibility, reliability, and member experience, and is designed to support all Medicaid recipients 365 days a year.

Toll-Free Telephone Access and Live Support

We maintain two statewide toll-free telephone lines:

- One line for receiving member trip requests
- One line dedicated to trip recovery (for members whose rides are more than 15 minutes late)
- Live customer service representatives (CSRs) answer both lines Monday through Friday, from 7:00 a.m. to 6:00 p.m. Eastern Time. We adjust for Eastern Standard and Eastern Daylight Time changes as required.

Our call center remains operational on all State-recognized holidays with the exception of:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

We remain open during the following State-declared holidays:

- Martin Luther King Jr. Day President's Day
- West Virginia Day (June 20)
- Columbus Day
- Veterans Day

- Lincoln's Day (Fourth Friday in November)
- Half-days on Christmas Eve and New Year's Eve
- Primary and General Election days
- Other officially declared holidays

After-Hours and Emergency Protocol

Calls received after hours trigger a bilingual (English/Spanish) voice message that:

- Clearly states the call center's hours of operation
- Instructs members to dial 911 or their local emergency number in case of an emergency

During non-operational hours, calls are routed to other BMS-approved, Modivcare-operated centers in the continental United States. We do not route calls outside U.S. borders.

Accessibility and Language Support

To support inclusive access:

- We offer TTY/TDD services and FCC-compliant relay for members who are deaf, hard of hearing, blind, or speech-disabled.
- We provide real-time interpretation in over 300 languages via Propio, our certified translation partner.
- We hire bilingual CSRs in high-demand languages to improve the member experience and reflect the communities we serve.

Technology-Enabled Call Center Infrastructure

Modivcare leverages the Genesys Cloud Platform—a secure, scalable virtual call center solution with the following capabilities:

- **Advanced Call Routing & ACD**: Automatically directs calls to CSRs based on skillset, language, and contract requirements
- **Interactive Voice Response (IVR) & Intelligent Virtual Agent (IVA)**: Collects trip details, routes calls appropriately, and reduces wait times
- **Redundant Connectivity**: makes sure there is continuous service through dual-carrier circuits, UPS systems, and diesel backup generators
- **Call Recording & Storage**: Records and encrypts all member calls for quality assurance and stores them for 10 years in accordance with CMS guidelines
- **Workforce Management**: Uses predictive modeling and real-time data to optimize staffing and service levels

Toll-Free Number Transition Commitment

Upon termination of the contract, Modivcare will release and transfer all active toll-free telephone numbers to the Bureau or a successor vendor. This guarantees service continuity and avoids disruption for members.

Table #: Call Center Technology

Tools	Features
Virtual Call Center	We use Genesys, a cloud-based Virtual Call Center (VCC), integrated workforce management software, and call reporting and recording tools to manage call-taking and staffing. These work in unison with our transportation system to maximize efficiency with tracking and reporting. Genesys Cloud Platform connects toll-free numbers for members, facilities, transportation providers, and the Ride Assist (trip recovery) line. It intelligently routes calls to decrease hold times, allows the setup of satisfaction surveys upon call conclusion, and enhances disaster recovery through a secure and geographically redundant cloud architecture.
ACD & Queuing System	The VCC provides an advanced call distribution and queuing system. VCC processes multiple incoming telephone calls simultaneously, distributing the calls to live operators based on CSR skill and proficiency levels to meet the targeted service level objectives.
Telephone Systems	Our VCC phone system is used in all our operations centers, allowing them to extend services and support each other in real-time and offer reliable call recording, tracking, and business continuity and recovery during times of disaster.
Redundant Connectivity	Genesys provides redundant connectivity for our agents as well as redundant connectivity for all of our calls. If primary connectivity is no available, secondary connectivity is automatically implemented, greatly reducing any downtime caused by connectivity issues.
Telephone Headsets	CSRs use high-quality noise-canceling, dual-ear headsets for clarity to provide a better experience for callers.
Interactive Voice Response (IVR) with Intelligent Virtual Agent (IVA)	The IVR & IVA system (MARA) collects data and routes callers to the appropriate queue. When CSRs answer a call, they see the Contract name and type of call they are answering (e.g., "Reservations Spanish") They also see member information collected by MARA. This information confirms that an appropriate CSR received and answered the call. MARA, an AI-enabled voice response system, uses human-to-machine communication to request and collect information and guide callers through self-service options.
Call Recording	Members are notified that all calls are recorded for quality assurance purposes. Calls are stored and encrypted on our Genesys platform. Calls received through the administrative lines are not recorded. All recorded calls are categorized and stored with metadata for quick searching by name, call time, etc. All recordings are stored for 10 years per CMS guidelines.
Workforce Management Software	Our cloud-based workforce management solution optimizes staffing and balances efficiency during peak caller periods. The software uses predictive modeling to determine the number of staff needed to respond efficiently to inquiries and meet call center performance standards. It simplifies scheduling and allows real-time monitoring of call center performance. Our Workforce Management and Real-Time Monitoring teams respond with real-time solutions to confirm performance metrics are met.

Call Recording Tool	We use Genesys, a cloud-based Virtual Call Center (VCC), integrated workforce management software, and call reporting and recording tools to manage call-taking and staffing. These work in unison with our transportation system to maximize efficiency with tracking and reporting. Genesys Cloud Platform connects toll-free numbers for members, facilities, transportation providers, and the Ride Assist (trip recovery) line. It intelligently routes calls to decrease hold times, allows the setup of satisfaction surveys upon call conclusion, and enhances disaster recovery through a secure and geographically redundant cloud architecture.
Workforce Management Software	The VCC provides an advanced call distribution and queuing system. VCC processes multiple incoming telephone calls simultaneously, distributing the calls to live operators based on CSR skill and proficiency levels to meet the targeted service level objectives.

Number Release Upon Contract Conclusion

At the end of our contract term, Modivcare will transfer all active toll-free numbers to the Bureau or its successor, so there is no interruption in service for members.

C. Language Requirements

Oral contact between the vendor and a member should be in a language the member understands. The vendor should employ English-speaking call center staff. If the member's language is one other than English, the vendor should offer and, if accepted by the member, supply and bear the cost of interpretive services. If a member requests interpretive services to be done by a family member or acquaintance, the vendor should not allow such services by anyone under the age of 18. As part of its ongoing commitment to safety and the well-being of all individuals involved in transportation, the vendor shall provide Agency-approved training to its staff on the geography, regional dynamics, and cultural nuances of West Virginia. Preparedness helps ensure the selection of safe routes and helps avoid potential conflicts or misunderstandings that could arise from lack of local awareness. The training shall also include region-specific terminology-such as the term "holler," commonly used by West Virginia residents to describe certain geographic features.

Modivcare maintains an all–English–proficient call center staff, and all spoken interactions with members occur in a language they understand. When a member speaks a language other than English, our CSR offers professional interpretive services at no charge to the member. We connect with certified, HIPAA-compliant over-the-phone interpreters in more than 300 languages within seconds, and the interpreter remains on the call to relay the conversation accurately and impartially.

If a member requests that a family member or acquaintance interpret, CSR protocol requires verification that the individual is at least 18 years old before proceeding. By combining in-house bilingual staff with rapid access to accredited interpreters and strictly limiting ad hoc interpreters to adults, Modivcare endeavors to make every call fully understandable and accessible for members.

D. Customer Care

The vendor should ensure that its call center staff treats each caller with dignity and respects the caller's right to privacy and confidentiality. The vendor should process all incoming telephone inquiries regarding NEMT Services in a timely, responsive and courteous manner. Telephone staff are to greet callers and should identify the vendor and themselves by name when answering.

Customer Service and Quality Monitoring Plan

Modivcare is committed to delivering courteous, respectful, and confidential service to every caller. Our call center teammates greet each member professionally, identify themselves and Modivcare by name, and handle each inquiry promptly while safeguarding member privacy. We emphasize empathy, responsiveness, and dignity in every interaction.

All CSRs complete annual training in HIPAA compliance and customer service standards. These trainings reinforce respectful communication, active listening, and timely issue resolution, making sure that our team is fully equipped to support diverse member needs with care and professionalism.

Live Call Handling Standards

Each incoming call is:

- Greeted with a professional introduction by the CSR, including their name and "Modivcare"
- Managed with full attention to member privacy and adherence to protocol
- Handled in a timely, responsive, and courteous manner, aligned with our call handling script

Real-Time and Recorded Call Monitoring

To maintain high service quality, Modivcare implements a structured, multi-layered quality assurance process that includes the following:

Live Call Monitoring

Supervisors monitor at least two live calls per CSR each month using a standardized evaluation form. The form assesses:

- Greeting and caller verification
- Problem-solving and protocol adherence
- Courtesy, tone, and professionalism
- Accuracy of information and closing of the call

Recorded Call Audits

All calls are recorded and securely stored on our Genesys Cloud Platform. Quality Assurance (QA) Leads conduct additional call audits monthly, reviewing interactions for:

- Compliance with privacy policies
- Accuracy and completeness of service information
- Respectful and culturally sensitive communication

Evaluation Scoring and Feedback

Calls are scored using a 100-point QA rubric. Any score below 90% triggers immediate coaching and a documented performance improvement plan. The evaluation process includes:

- One-on-one review sessions between the CSR and the supervisor
- Feedback on strengths and improvement areas
- Assignment of targeted coaching sessions, if needed

Documentation and Reporting

All monitoring activities—including live reviews, scores, coaching notes, and corrective actions—are documented in our QA database. This data informs training priorities and is compiled into a monthly report for submission to the Bureau, per Appendix 3 (Reporting Requirements). Reports summarize:

- Monitoring volumes and trends
- Quality scores and improvement actions
- Staff training outcomes

Sustained Excellence Through Continuous Feedback

Modivcare fosters a call center environment where every member interaction reflects dignity, empathy, and excellence by combining proactive training, real-time oversight, recorded call audits, and performance tracking. Our process not only supports compliance, but it also drives meaningful improvements that enhance the member experience statewide.

The vendor should monitor at least two (2) "live" calls for each call center staff member monthly by listening to the conversation as it occurs. Calls should be recorded and reviewed with the staff member. The vendor should use this monitoring to identify problems, issues, for quality control and/or training purposes. The vendor should document and retain the results of this monitoring and subsequent training and report results to the Agency as defined in Appendix 3 (Reporting Requirements).

Live Call Monitoring, Quality Review, and Staff Development Process

Modivcare maintains a structured call quality monitoring program designed to promote consistent service delivery, early identification of performance issues, and continuous staff development. The process aligns with BMS requirements and supports both compliance and customer service excellence.

I. Live Call Monitoring Standards

Modivcare monitors at least two (2) live calls per month for every CSR assigned to the West Virginia program. Monitoring is conducted by trained quality assurance (QA) staff who listen to calls in real time. Monitored calls include both inbound and outbound interactions, and reflect a range of call types, including:

- Trip requests
- Urgent transportation coordination
- Complaints and grievance calls
- Appointment verification
- Eligibility or standing order inquiries

Each monitored call is evaluated using a standardized scoring rubric that measures adherence to key performance elements, such as:

- Call greeting and identification
- Script compliance
- Member verification process
- Communication clarity and professionalism
- Proper application of policy (e.g., five-day rule, mode selection)
- Data entry accuracy and system updates
- Appropriate resolution or escalation

II. Call Recording and Feedback Process

All calls to Modivcare customer service are recorded, encrypted, and retained in accordance with HIPAA and state privacy requirements. After each live monitoring session, QA reviewers meet one-on-one with the CSR to:

- Review call performance
- Provide targeted coaching on any deficiencies
- Reinforce proper procedures and scripting
- Recognize positive performance and customer satisfaction drivers

Call recordings are used to supplement feedback and reinforce training points. Staff are encouraged to self-review

and ask questions to enhance retention and application.

III. Documentation, Reporting, and Quality Improvement

All call scores, reviewer notes, and staff coaching sessions are logged in Modivcare's quality management platform. Monthly QA performance summaries are compiled and analyzed to identify:

- Common training gaps
- Emerging trends in call volume or service type
- Potential systemic issues in call handling
- Results are submitted to BMS in the format and frequency defined in Appendix 3 (see Report R7 – Monthly CSR Monitoring Report).

This report includes:

- Name of each CSR monitored
- Number of calls reviewed per CSR
- Performance scores and category breakdowns
- Description of any deficiencies and corrective steps
- Confirmation of coaching or retraining completed

IV. Integration with Training and Workforce Management

Call monitoring findings are used to inform individual performance plans and group training curriculum. CSRs with repeated deficiencies are enrolled in refresher training or paired with a lead representative for mentorship. Results are also used during new hire onboarding to share examples of real calls, reinforce BMS standards, and establish quality expectations from day one.

Conclusion

Modivcare's live call monitoring process supports a high-performing, responsive call center environment. Our approach combines real-time oversight, individualized coaching, and data-driven reporting to BMS, confirming that every member and provider interaction reflects the standards of the West Virginia NEMT program.

The vendor's proposal should provide a plan for customer service monitoring, including the following: the process to be used to monitor phone conversations of the customer service representatives (CSRs); to evaluate the quality and appropriateness of the services provided to callers; and the evaluation scoring process used to score CSR's performance.

Customer Service Monitoring Plan

Modivcare's customer service monitoring program is designed to measure and strengthen the performance of all customer service representatives (CSRs) supporting the West Virginia NEMT Brokerage Program. Our monitoring plan makes sure that each caller—whether a member, provider, facility, or BMS representative—receives timely, accurate, and courteous service in alignment with contractual expectations and program standards.

This monitoring program is managed by Modivcare's Quality Assurance (QA) Team and consists of structured call evaluations, real-time coaching, performance tracking, and targeted training. All results are documented and reported to BMS in accordance with Appendix 3 (Reporting Requirements), specifically Report R7: Monthly CSR Monitoring Report.

I. Phone Conversation Monitoring Process

Modivcare applies a layered approach to CSR performance evaluation that includes:

Live Call Monitoring

QA specialists monitor at least two (2) live calls per CSR each month. These calls are evaluated in real time using a monitoring system integrated with the call platform.

Recorded Call Review

Additional calls are randomly selected from daily recordings and reviewed retrospectively to assess performance across a range of call types (e.g., trip requests, complaints, eligibility questions, standing order updates).

Targeted Monitoring

CSRs with performance issues, newly hired staff, or those handling complex escalations may be subject to increased monitoring until improvement is demonstrated.

Each monitored call is identified by call type, caller classification, and the representative handling the interaction.

II. Quality and Service Evaluation Criteria

QA reviewers use a standardized evaluation tool to assess the following performance dimensions:

Evaluation Category	Key Elements Assessed
Call Handling and Soft Skills	Greeting, tone, empathy, professionalism, courtesy
Verification and Security	Proper identity verification and HIPAA compliance
Script Adherence	Use of approved scripts and language for trip intake
Program Knowledge	Application of BMS policies and eligibility criteria
Accuracy of Information Provided	Clarity, completeness, and appropriateness of response
System Use and Documentation	Accurate and complete data entry during call
Call Resolution	Efficient resolution, appropriate escalation if needed

III. Evaluation Scoring Process

Each monitored call is scored on a 100-point scale, with each evaluation category weighted based on its importance to service delivery. The scoring breakdown includes:

90–100: Exceeds Expectations

80–89: Meets Expectations

70–79: Needs Improvement

Below 70: Unsatisfactory

A call receiving a score below 80 triggers follow-up coaching and may prompt additional reviews.

Scores and reviewer comments are documented and shared with the CSR and their supervisor during a scheduled feedback session. If needed, CSRs are enrolled in targeted refresher training and/or quality improvement plans.

IV. Reporting and Feedback Loop

QA scores, notes, and coaching outcomes are entered into Modivcare's quality tracking platform.

Monthly CSR performance summaries, trends, and improvement initiatives are included in the R7: Monthly CSR Monitoring Report submitted to BMS.

Quality scores are factored into workforce development plans and used to revise training content and standard operating procedures.

Conclusion

Modivcare's customer service monitoring program provides BMS with a disciplined, transparent, and outcome-driven quality assurance process. By combining real-time evaluations, structured scoring, and actionable coaching, we maintain a professional, compliant, and member-friendly call center environment that reflects the values and goals of the West Virginia NEMT program.

E. Automatic Call Distribution System

The vendor should operate an automatic call distribution (ACD) system. Callers should be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded. The ACD and reporting system should be able to record and aggregate the following information and should be able to produce the

Automatic Call Distribution (ACD) and Reporting Capabilities

Modivcare operates a secure, cloud-based Automatic Call Distribution (ACD) system as part of our Genesys Cloud Virtual Call Center platform. This system efficiently routes incoming calls based on caller needs, language preferences, and CSR skillsets to reduce wait times and ensure a high-quality experience for every member.

Call Monitoring and Recording Protocols

All inbound calls to member toll-free lines are monitored and recorded for quality assurance, as required. At the start of each call, members hear a message advising them that the call may be recorded. Administrative lines are excluded from recording in alignment with the State's specifications. All call recordings are securely stored, encrypted, and retained for 10 years per CMS and HIPAA guidelines.

Real-Time and On-Demand Reporting

Our Genesys system aggregates and reports detailed performance data on a daily, weekly, monthly, and ad hoc basis. These reports are used for internal quality assurance and shared with the Bureau as outlined in reporting requirements. The following metrics are captured and available for analysis:

- Total number of incoming calls
- Number of calls answered by live operators
- Average time to answer by a CSR
- Number of abandoned calls while in queue
- Average abandonment time
- Maximum abandonment time, reported to the nearest 15-minute increment
- Average talk time between member and CSR
- Identification of CSR who received the call and authorized the request
- Daily percentage of calls answered and calls abandoned
- Number of available CSRs by hour, day of week, and shift
- Number of complaint calls received
- Complaint reasons, categorized and tagged within our QA dashboard
- Identification of the supervisor responsible for investigating and addressing each complaint

System Reliability and Redundancy: Our ACD system offers full redundancy, seamless failover, and real-time visibility into call center activity. Supervisors and QA leads access dashboards that support immediate response to service level fluctuations, helping maintain optimal member experiences and contractual performance standards.

Quality Assurance Integration: ACD data is tied to our quality assurance workflows, allowing Modivcare to:

- Identify trends in call volume, wait times, and resolution rates
- Track individual and team performance
- Flag high-abandonment timeframes for proactive staffing adjustments
- Correlate complaints with staff interactions for resolution and coaching

Our investment in real-time reporting, data transparency, and performance accountability ensures a consistent and responsive member experience, one rooted in operational excellence and continuous improvement.

F. Data Analysis

The vendor should analyze data collected from its phone system monthly as necessary to perform quality assurance and quality improvement; fulfill the reporting and monitoring requirements of the vendor; and ensure adequate staffing. Upon Agency request, the vendor should document compliance in these areas.

Modivcare's Operations team runs a comprehensive phone-system review each month, covering three core objectives:

Quality Assurance & Improvement

We pull metrics such as average speed of answer, call abandonment rate, first-call resolution, and call-handling time. Our QA analysts sample recorded calls, score them against our evaluation rubric, and identify coaching opportunities. Findings drive targeted refresher training and process tweaks—whether it is updating scripts, refining call-flow logic, or retraining CSRs on privacy protocols.

Reporting & Monitoring Compliance

We generate the standard reports the Bureau requires (e.g., monthly call-volume summaries, service-level adherence, QA pass rates). Any gaps against contract benchmarks are highlighted and paired with corrective-action dates. All reports, scorecards, and improvement-plan documents are stored in our compliance archive

Staffing Adequacy

Using our workforce-management platform, we compare forecasted versus actual call volumes and shrinkage data to validate staffing levels. We adjust future schedules, add overtime, or onboard additional CSRs as needed to keep service levels within target thresholds. All dashboards, detailed analyses, and corrective-action documentation are maintained centrally and can be provided to the Bureau upon request.

G. Multiple Queues

The vendor should route incoming calls to multiple areas of operation, including non English speaking member queue and provider queues. The vendor should obtain Agency approval prior to implementing any queue not specified in the contract.

Modivcare directs every inbound call through our advanced ACD/IVR platform into the appropriate queue—whether it is the English-speaking member line, the non-English member line, the provider support line, or any other specialized team.

Language Selection: At the start of each call, IVR prompts "Press 1 for English, 2 for Spanish, 3 for other languages," seamlessly handing callers off to CSRs or interpreters trained for that queue.

Provider Queues: Callers identifying as providers (NEMT, facilities, or medical) are routed to dedicated support teams with visibility into standing orders, billing inquiries, and operational escalations.

Other Operational Queues: We maintain separate queues for appeals, complaints, and after-hours ride assistance—each staffed by personnel with the skills and data access required for that function.

Queue Customization Process: Any new or modified queue beyond those defined in the Contract—whether for a specialized language, stakeholder group, or service line—follows a formal change request: we draft the queue's purpose, staffing plan, and IVR flow, then submit it to The Bureau for written approval before activation.

Through this flexible but disciplined approach, Modivcare delivers callers directly into the hands of the right team, minimizes transfers, and preserves a clear audit trail of all configuration changes.

H. Sufficient Resources

The vendor should maintain sufficient equipment and call center staff to ensure that, monthly: The ACD system is programmed to answer all calls within three (3) rings. The average queue time after the initial automatic voice response is five minutes or less. The average abandonment rate is no more than five percent (5%). All ACD criteria stated in Appendix 1, Section XI (E) are captured or met.

Modivcare staffs and equips its Charleston, WV call center—and redundant centers across the continental U.S.—to meet every performance and contingency requirement:

Monthly Performance Standards

- **Answer Speed:** Our ACD answers all inbound calls within three rings.
- **Queue Time:** Members wait no more than five minutes on average after IVR.
- **Abandonment Rate:** Fewer than 5 % of calls disconnect before service.
- **Appendix 1 Compliance:** All metrics defined in Section XI(E)—from speed-to-answer to wrap-up time—are captured by our ACD and workforce-management tools.
- **Staffing & Language:** Qualified English-speaking CSRs are ready at every hour, and certified interpreter services integrate seamlessly for members who speak other languages.
- **Call Recording:** Every incoming call plays a brief "this call is recorded" notice, records to secure storage, and is held on our servers for up to 12 months.
- **Log Reporting:** Each day's ACD logs feed into our reporting database. By the 15th of each month, we deliver a Bureau-approved summary of daily call volumes, service levels, and staffing rosters.
- **Closure Plan:** If any center closes or becomes inaccessible, calls and reservation requests divert automatically to our next-closest center. A fallback script governs manual entry, and staff use secure VPN access to reach member data.

ACD System Capabilities & Call Scripts

Modivcare's ACD combines Avaya Communication Manager with an IVR layer that:

- Collects member ID, language selection and trip details;
- Routes to English CSRs, non-English queues or provider lines;
- Enforces "press 1–for eligibility, 2–for mode selection, 3–for purpose of trip" logic; and
- Supports self-service for confirmations, cancellations and automated surveys.

All IVR prompts and CSR scripts conform to the Bureau's approved sequence—covering eligibility checks, transportation mode, trip purpose and special-needs fields—and receive sign-off before any deployment.

XII. Training and Education

A. NEMT Provider Manual

The vendor should develop and maintain a NEMT provider manual. The vendor's NEMT provider manual should contain all policies and procedures for the NEMT brokerage program. The vendor should work closely with the Agency on the development of the NEMT provider manual and should obtain Agency approval prior to release of the manual. The manual should be reviewed, updated, and distributed to all NEMT providers annually and whenever changes in operation are made. Updates and changes are to be approved by the Agency before distribution. The Agency should notify the vendor in writing if a modification is required, and the vendor should incorporate any modifications within ten (10) business days after such notification. The vendor should submit a draft outline of the NEMT provider manual with the vendor's proposal. The vendor should submit a final completed manual to The Agency for approval no later than thirty (30) calendar days prior to the operations start date. The vendor should not begin operations without an approved NEMT provider manual. The manual should include, at minimum, the following: 1. NEMT provider enrollment and participation requirements. 2. NEMT provider file maintenance and record keeping requirements. 3. Standard reimbursement requirements. 4. Covered and Non-Covered Services. 5. Vehicle requirements. 6. Limitations and considerations of NEMT services to covered medical services. The vendor should distribute the NEMT provider manual to all NEMT providers within the vendor's network and to all vendor staff. The manual should be accessible electronically via a link on the vendor's website and provided by email upon request. Furthermore, the vendor should • integrate the NEMT provider manual into all training programs for NEMT providers, in addition to vendor and Agency employees.

Modivcare maintains a comprehensive NEMT Provider Manual that codifies every policy and procedure for West Virginia's brokerage program. We collaborate with the Bureau at every stage—from drafting our outline through final publication—and we never release or distribute updates without the Bureau's prior approval. The manual undergoes a full review and update at least annually and whenever operational changes occur; any modifications requested in writing by the Bureau are incorporated within ten business days.

Our manual is distributed to every contracted provider and Modivcare staff via:

- Secure link on our Provider Portal
- Email upon request
- Inclusion in orientation and all training programs

Our proposal includes a signed, Bureau-approved draft outline. The final, complete manual must be submitted for approval no later than 30 calendar days before the operations start date, and Modivcare does not begin service until that approval is in hand.

Please see Attachment 2_WV Transportation Provider Manual.

Core Manual Sections

1. Provider Enrollment & Participation Requirements
2. File Maintenance & Record-Keeping Standards
3. Standard Reimbursement Policies
4. Covered vs. Non-Covered Services
5. Vehicle Equipment & Safety Requirements
6. Limitations & Special Considerations for Covered Medical Trips

By pairing a living document with tight approval controls and multi-channel distribution, Modivcare keeps every provider—and every staff member—aligned with the Bureau's expectations throughout the contract term.

B. NEMT Provider and Provider Training and Education

The vendor's Proposal should include an overview of the vendor's plan to educate NEMT providers and medical providers: including, but not limited to, information on training sessions, training materials, ongoing meetings with NEMT providers and medical providers and continuing education. Separate training programs should be submitted for NEMT providers and medical providers, for the purposes of educating and training NEMT providers regarding the NEMT brokerage program and training providers regarding request for transportation, standing orders and documentation of need from medicalproviders. The vendor should submit to the Agency its final plan for educating NEMT providers and medical providers at least thirty (30) calendar days prior to the operational start date. The vendor should not begin operations without an approved version of the NEMT provider manual, provider training manual and education plan. No later than fifteen (15) business days prior to the operational start date, the vendor should conduct NEMT provider and provider training sessions in at least five (5) locations throughout the state. The Agency should pre-approve these training locations, and all costs of the training sessions should be borne by the vendor. The vendor should not begin

Modivcare rolls out a comprehensive, two-track education program—one tailored for NEMT providers, the other for medical facilities—and partners with the Bureau at every step:

Education Plan & Approval

We submit our detailed training plan 30 days before Go-Live and hold off on any training deliveries or operations until the Bureau signs off on:

- The NEMT Provider Manual
- The Provider Training Manual
- The Education Plan itself

NEMT Provider Training

Fifteen business days before operations start, Modivcare conducts hands-on sessions in at least five Bureau-approved regions. Each session covers:

- Program policies, booking workflows, and trip-manifest procedures
- Vehicle, driver, and member-assistance standards
- Use of our online portal, mobile app, and reporting tools

We supply each provider with a printed workbook, quick-reference job aids, and access to on-demand e-learning modules. After launch, quarterly webinars and one-on-one site visits keep providers updated on policy changes and best practices.

Medical Provider Training

In parallel, our Facility Liaison, Amanda Morgan, visits hospitals, clinics, and other facilities to train case managers and discharge planners on:

- Standing-order requests and documentation of medical necessity
- How to navigate Modivcare's scheduling portal on behalf of members
- Complaint-reporting channels and escalation procedures

Sessions blend live demonstrations with downloadable "cheat sheets" that clinicians and administrative staff can tuck into their workflows.

Ongoing Collaboration & Continuing Education

Beyond the initial kick-off, Modivcare hosts semiannual regional roundtables, inviting transportation and medical providers to share performance insights, gather feedback, and roll out refresher training. Any additional sessions or curriculum updates follow a simple Bureau approval process and are delivered at no cost to stakeholders.

By sequencing formal launch training, providing rich educational materials, and sustaining regular touchpoints, Modivcare empowers every provider partner to deliver courteous, safe, and timely transport for members from day one onward.

C. Member Outreach and Education Plan

The vendor's proposal should include an overview of the vendor's plan to develop and implement NEMT member outreach and education regarding the NEMT brokerage program. The member Outreach and Education Plan included with the vendor's proposal should include but not be limited to, the following: The vendor's plan to educate current and future Agency Members and other NEMT program interested parties (e.g., facilities, local human service agencies, licensed behavioral health centers, NEMT providers, and medical providers) in the state on NEMT services, procedures and the transition of service administration from one vendor to another during plan turn-over as described in Appendix 1, Section XV of this Appendix. Written and verbal instructions to educate Agency members and other NEMT program interested parties. All materials related to member outreach and education, including instructions, should: Emphasize the availability of NEMT services, eligibility for these services, standing orders, medical documentation of need, and how to request and use NEMT services. Beeasily understood and written at an approximately 5th grade reading level. Be available in English and in Spanish. Be available in alternative format for the intellectually disabled as well as for those with vision and hearing impairments. Strategies for working with Medicaid Recipients who fail to comply with established policies and procedures (as described in Section XII.D below). Strategies for working with facilities such as hospitals, nursing homes, and dialysis centers to achieve NEMT efficiencies. The vendor should submit a final completed Member Outreach and Education Plan to the Agency for approval no later than thirty (30) calendar days prior to the operational start date. The vendor should not begin operations without an Agency-approved Member Outreach and Education Plan. At least thirty (30) calendar days prior to the operational start date, the vendor should send written materials (via first class mail and at vendors expense) to inform and educate Agency Members and other interested parties about the NEMT Brokerage Program. The vendor should work with the Agency to obtain a listing of Agency Members, other interested parties and addresses. The vendor should not begin operations without the mailing of these materials.

Member Outreach and Education Plan

Modivcare maintains a member-centered Outreach and Education Plan that launches well before day one and remains active throughout the contract term. Our plan equips Agency members, providers, and partner facilities with the tools they need to understand and access NEMT services, while also maintaining close communication with MCOs, CTCs, and transit partners to strengthen alignment.

Statewide Stakeholder Education

Written materials: Plain-language brochures (5th-grade reading level) mailed by first-class mail, 30 days prior to Go-Live, in English and Spanish, to every member, facility, human services agency, behavioral health center, and NEMT provider.

Accessibility: Large-print, Braille, and screen-reader-friendly materials, as well as ASL videos and audio recordings

for members with visual or hearing impairments.

CSR reinforcement: All call center representatives are trained with outreach "talking points," so every interaction becomes an opportunity to educate members about eligibility, standing orders, medical-need documentation, and how to request trips.

Written & Verbal Instructions

Outreach materials and CSR scripts highlight:

- Service availability and eligibility
- Steps to request and document standing orders
- Requirements for medical-need verification
- Clear, step-by-step trip-booking guidance

Working with Non-Compliant Members

To support members who miss pick-ups or do not follow established scheduling procedures, we:

- Place courtesy follow-up calls to explain requirements
- Send simple reminder postcards with graphics
- Provide one-on-one phone tutorials to reinforce correct processes
- Develop collaborative support plans for repeated patterns — focusing on education, not penalties

Facility & Agency Partnerships

Modivcare's Facility Liaison partners with hospitals, dialysis centers, nursing homes, behavioral health facilities, and CTCs to:

Train staff on standing-order workflows and portal use

Deliver "ride-booking clinics" for case managers and discharge planners

Create tailored quick-reference guides for high-volume facilities

Quarterly Stakeholder Meetings

We convene quarterly meetings with:

State MCOs - to align NEMT procedures with care management activities

Comprehensive Treatment Centers (CTCs) - to streamline MAT-related transportation

The West Virginia Transit Association - to identify opportunities for coordination, efficiency, and integration with public transit resources

These meetings create a structured forum to review data, troubleshoot challenges, and identify shared outreach needs, ensuring consistency across the statewide network.

Approval and Implementation

We submit the Outreach and Education Plan to BMS for approval at least 30 calendar days prior to implementation and do not begin any mailing or training until approval is received.

Summary

By combining early multi-channel communications, member education, facility partnerships, and quarterly stakeholder meetings with MCOs, CTCs, and the Transit Association, Modivcare sustains a comprehensive outreach and education program that empowers members and streamlines NEMT operations across West Virginia.

D. Non-Compliant Member Education

The vendor's Member Outreach and Education Plan should include, but not be limited to, a description of continuing education for Agency Members who do not comply with established policies and procedures of the NEMT Brokerage Program, including, but not limited to, additional education to Agency Members who habitually request transportation less than three (3) business days in advance of the appointment date. The vendor may impose transportation options and limits on Agency Members with excessive incidents of non-compliance. In the case of Agency Members who are chronically late or absent for scheduled trips, the vendor may require the member to call when the member is ready for_pick-up. Neither the vendor nor the NEMT provider may charge Agency Members for no-shows. The vendor's Member Outreach and Education Plan should include an education policy and transportation options for Agency Members whose behavior enroute threatens the safety of the member, driver, or other passengers.

Modivcare embeds a tiered continuing-education and service-adjustment process into our member Outreach and Education Plan to address non-compliance proactively and safely:

Targeted Continuing Education

When a member requests trips fewer than three business days in advance, our CSRs deliver an extra "how-to" coaching call that:

- Reviews the five-day notice requirement and walks the member through the portal or phone-booking steps
- Offers a follow-up printed reminder card with illustrated booking timelines
- Schedules a brief refresher call before their next trip to reinforce proper notice practices

If the same member repeats this pattern, we schedule a one-on-one session—by phone or in person—to confirm they understand procedures and to answer any questions.

Transportation Options & Limits for Excessive Non-Compliance

For members who log more than three late or short-notice requests in a rolling 60-day window, Modivcare may:

- Shift their service to an "on-demand" model (e.g., taxi voucher or rideshare credit) rather than prescheduled NEMT vehicles
- Require the member to call when they are ready for pick-up, rather than relying on a fixed dispatch time

Under no circumstances do we impose fees for no-shows or cancellations.

Managing Chronically Late or Absent Members

When a member fails to board three times in 30 days, we switch them to a "call-when-ready" protocol:

- The driver arrives within a flexible window only after the member calls in
- CSRs coach the member on this process during each interaction, reinforcing expectations for punctuality and communication.

En-Route Safety Education & Options

If a member exhibits behavior threatening safety—aggression, refusal to wear a seatbelt, etc., the driver follows our de-escalation guide and, if needed, safely pauses the trip. We then:

- Mail the member a clear, plain-language safety brief that outlines acceptable conduct, driver rights, and consequences

- Require an adult escort for future trips or assign them to an ambulance cart or specialized transport if their behavior poses an ongoing risk;
- Partner with the member's case manager or caregiver to develop a behavior-support plan before restoring standard service.

All behavior incidents and imposed service adjustments are documented in our system and shared with the member in writing, accompanied by an invitation to call our Customer Care team for further explanation or support. This blend of education, service modification, and safety protocols helps members correct course, upholds the well-being of drivers and passengers, and maintains the integrity of the NEMT program.

XIII. Operations Procedures Manual

The vendor should develop an Operations Procedures Manual to be approved by the Agency detailing all procedures to be used in scheduling and delivery of NEMT Services. The vendor should submit a draft outline of this manual with the vendor's proposal. The vendor should submit a final, completed Operations Procedures Manual to the Agency for review and approval no later than thirty (30) calendar days prior to the operations start date. The Vendor should not begin operations without an Agency approved Operations Procedures Manual. The vendor should provide a copy of the Operations Procedures Manual to all the vendor staff and should incorporate it into all training programs for new employees. The manual should be reviewed, updated and distributed to vendor staff annually and whenever changes in operating procedures are made. The Agency may require modification of the Operations Procedures Manual at any time and notify the vendor in writing of the required modification. The vendor should modify the Operations Procedures Manual within ten (10) business days of notification.

Modivcare maintains a living Operations Procedures Manual that governs every step of our NEMT scheduling and delivery workflow. We partner with the Bureau on its development, submission, and ongoing updates, and we never launch or modify procedures without Bureau sign-off.

Draft and Final Submission

We include a detailed outline of our Operations Procedures Manual with this proposal. **Please see Attachment 6_ WV Operations Procedures Manual**. Thirty calendar days before operations recommencement, we will submit a draft to the Bureau for review and approval.

Staff Distribution & Training Integration

Upon approval, every Modivcare team member receives a copy from CSRs, dispatchers, and field staff. Our onboarding curriculum weaves the manual's workflows, business rules, and exception protocols into new-hire training, role-play exercises, and knowledge checks.

Annual and On-Demand Updates

We review the manual at least once yearly and update it whenever operating procedures change. When the Bureau requests changes in writing, we revise the manual within 10 business days and resubmit the affected sections for approval before re-distribution. By locking manual updates to Bureau approval, embedding procedures into our systems and curricula, and distributing changes quickly to every staff member, Modivcare keeps our entire team aligned with the State's NEMT requirements from day one forward.

XIV. Complaint Policies and Procedures

The vendor's Proposal should include a description of the vendor's approach to member and NEMT provider complaint policies and procedures, including separate complaint resolution processes for Agency Members and NEMT providers (as described in Sections XIV.A and XIV.B below). The policies and procedures should provide for prompt resolution and ensure the participation of individuals who have authority to require corrective action. The vendor should attempt to resolve any complaint in accordance with the complaint resolution process. The vendor should work with all associated parties including the Agency, as necessary, to resolve complaints. The vendor should submit a final Complaint Policies and Procedures Manual to the Agency at least thirty (30) calendar days prior to the operations start date for the Agency review and approval. The vendor should not begin operations without an Agency approved

Member and NEMT Provider Complaint Policies and Procedures

Modivcare applies a structured, transparent, and responsive complaint resolution framework to address and resolve issues raised by Agency members and NEMT providers. Our policies comply with all operational and reporting standards outlined by BMS in Appendix 1, Section XIV of the RFP, and are embedded in our Complaint Policies and Procedures Manual, which we submit to BMS at least 30 days prior to go-live for review and approval.

A. Member Complaint Resolution Process

Agency members may submit complaints via phone, email, web portal, or in writing. Our call center agents are trained to document complaints using standardized forms within our case management system. Each complaint receives a unique tracking number and is categorized based on issue type (e.g., timeliness, provider behavior, vehicle condition).

Resolution Process:

Acknowledgment: Every complaint receives acknowledgment within one business day.

Investigation: A Complaint Coordinator investigates and logs findings in the case file.

Response: Modivcare provides a resolution and communicates the outcome to the member within 7 business days.

Escalation: If the issue is not resolved to the member's satisfaction, the case is escalated to a senior operations manager with the authority to initiate corrective actions.

Agency Coordination: If required, we collaborate with BMS or its designated representatives to resolve complex or systemic complaints.

Complaint categories include (but are not limited to):

- Driver conduct
- Vehicle safety or cleanliness
- Trip delays or missed pickups
- Denied transportation requests

Complaints involving safety, abuse, or fraud are flagged for immediate escalation and investigation in coordination with BMS and/or appropriate oversight entities.

B. NEMT Provider Complaint and Grievance Resolution

NEMT providers may submit grievances or service concerns through our secure online portal or via provider relations representatives. We maintain a separate grievance workflow tailored to the provider network to ensure fair and transparent resolution.

Provider Grievance Workflow:

Submission and Tracking: All complaints are assigned a case ID and timestamped.

Review: The Provider Relations Manager or designated team member investigates the concern.

Resolution: Providers receive a written response with the outcome within 10 business days.

Appeals: Providers may request a secondary review within 15 calendar days if dissatisfied with the resolution.

Corrective Action: Where applicable, performance improvement plans (PIPs) are initiated and monitored by our Quality Assurance team.

All provider grievances and outcomes are logged in a centralized dashboard for trend monitoring and compliance reporting.

C. Oversight and Continuous Improvement

Complaint Coordinators: Modivcare staffs two dedicated Complaint Coordinators located at the Charleston call center, as required by the RFP.

Escalation Authority: Our Project Manager and Quality Assurance leadership are empowered to implement corrective actions, update procedures, and recommend retraining or disciplinary actions for providers.

Reporting: Complaint summaries and resolutions are included in our Monthly Complaint Summary (R9) and Detail Reports (R10), and submitted to BMS per Appendix 3 requirements.

D. Compliance and Implementation Timeline

A complete, BMS-compliant Complaint Policies and Procedures Manual is submitted no later than 30 calendar days prior to the operations start date. Modivcare will not initiate operations until BMS has approved the Manual, in alignment with RFP requirements and updates to complaint handling procedures will be submitted to BMS for review prior to implementation.

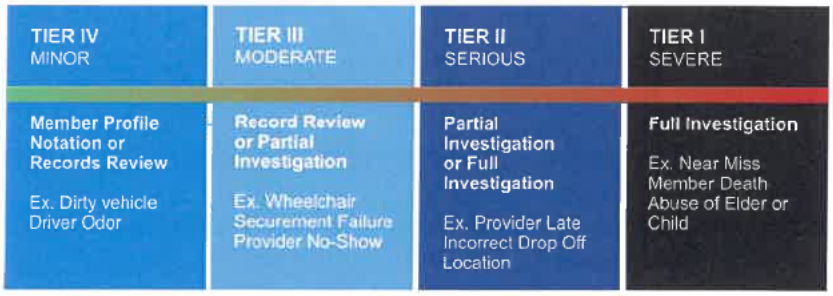
A. Member Complaint Resolution and AppealProcess

The vendor should have a complaint resolution process for Agency Members. Each complaint should be assigned a unique tracking number. The vendor should respond to a complainant within one (1) business day after receipt of a complaint. The vendor should attempt to resolve complaints in accordance with the complaint resolution process. The vendor should work with all parties and the Agency to resolve the complaint. The Agency will have final approval on Member complaint resolution. Complaint information provided to the Agency should include, but not be limited to: Documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to the specific case being appealed. Records and documentation regarding a denial of a NEMT Service. Records should be maintained as outlined in Section Error! Reference source not found.of this Appendix 1 and information should be reported as outlined in Appendix 3 (Reporting Requirement). Comprehensive documentation specific to the case. If the Agency overturns the denial and authorizes the NEMT Services, the Vendor should notify the member and the NEMT provider of the appeal decision. The vendor will then approve the NEMT Services and reimburse the NEMT provider.

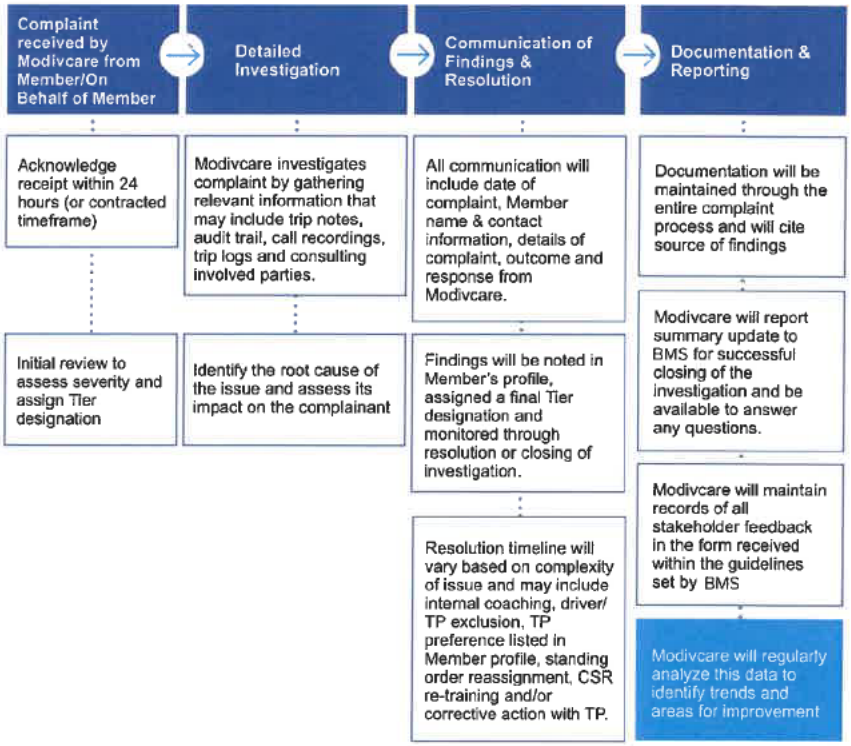
Modivcare logs every member complaint in our centralized transportation management platform, assigning a unique tracking number upon intake. Within one business day of receipt, we send an acknowledgment to the complainant outlining the next steps.

Each complaint follows our multi-step resolution workflow:

Investigation & Documentation: A case lead (typically our Project Manager or a subject-matter consultant) gathers all relevant records—trip denials, call logs, vehicle and driver data—and compiles comprehensive case files per Section V and Appendix 3 reporting standards.



Collaborative Review: We engage the member, the assigned NEMT provider, and any other stakeholders to clarify facts and explore options. All draft resolutions are shared with the Bureau for input.



Final Determination: The Bureau retains final sign-off on complaint outcomes. If the Bureau overturns a service denial, we immediately notify both the member and the provider, authorize the trip, and process reimbursement per contract terms.

Our monthly complaint reports to the Bureau include:

- Testimony or written summaries from our Project Manager or expert consultants familiar with each case;
- Complete denial packets (documentation of the original denial, date, reason, and appeal correspondence);
- All case-specific evidence and corrective-action plans.

By coupling rapid acknowledgment, structured investigation, ongoing Bureau collaboration, and transparent appeal handling, Modivcare meets every RFP requirement for timely, fair, and well-documented complaint resolution.

B. NEMT Provider Complaint Resolution and Grievance Process

The vendor should establish and maintain a procedure to be approved by the Agency for reviewing complaints and grievances made by NEMT providers. Each complaint or grievance should be assigned a unique tracking number. The NEMT provider should be allowed fifteen (15) calendar days to request a review of the decision by the vendor, the Agency, or both. Failure to request a review within fifteen (15) calendar days will forfeit the NEMT provider's right to request a review.

NEMT Provider Complaint and Grievance Resolution Procedure

Modivcare applies a structured, accountable, and transparent process for receiving, investigating, and resolving grievances submitted by NEMT providers. This process is fully aligned with the requirements outlined in Appendix 1, Section XIV.B of the RFP and makes sure there are timely responses, formal tracking, collaborative review, and due process.

A. Intake, Acknowledgment, and Tracking

All provider complaints are logged in our centralized transportation management platform, where each is assigned a unique tracking number at the time of intake. Within one business day of receiving a grievance, Modivcare sends a written acknowledgment to the complainant outlining next steps and anticipated resolution timelines.

We use a consistent intake workflow whether the complaint is submitted through our secure provider portal, email, or directly to a Provider Relations representative. Intake specialists code each grievance by issue type (e.g., reimbursement dispute, trip assignment issue, quality of service, credentialing), enabling trend analysis and reporting as required by BMS.

B. Structured Multi-Step Resolution Workflow

Each grievance follows a multi-step resolution protocol that includes the following phases:

1. Investigation & Documentation

A designated case lead—typically our Project Manager or a subject matter expert—gathers all relevant records, such as:

- Trip denial data
- Call center logs
- Vehicle and driver profiles
- Documentation from the provider and member, if applicable

Comprehensive case files are compiled according to Section V and Appendix 3 reporting standards, allowing for full transparency and traceability.

2. Collaborative Review

We engage directly with the provider, the member (if applicable), and any associated parties to clarify facts and explore resolution options. Throughout the process, we maintain open communication with BMS. All draft resolutions are shared with the Bureau for input prior to final disposition.

3. Final Determination

BMS retains final authority on complaint outcomes. If the Bureau overturns a service denial, we immediately notify both the provider and the member, authorize the transportation request, and process reimbursement in accordance

with contract terms.

C. Provider Review Rights and Appeal Window

If a provider disagrees with Modivcare's resolution:

They have fifteen (15) calendar days from the date of the written determination to submit a formal request for review.

Providers may request that the grievance be escalated to BMS directly or reviewed jointly.

If no request is received within 15 calendar days, the matter is considered closed and ineligible for further review.

All appeals are tracked in our system, and responses are issued in writing. Where warranted, we implement Corrective Action Plans and follow-up monitoring, especially when patterns of grievances are identified.

D. Documentation and Reporting

Each month, we submit detailed complaint reports to BMS that include:

Written summaries or testimony from our Project Manager or expert consultants involved in each case;

Complete denial packets, including original denial details, date, rationale, and any provider/member correspondence;

Case-specific evidence and documentation of any corrective actions taken.

All complaints are logged in the Monthly Complaint Summary (R9) and Monthly Complaint Detail Report (R10), in accordance with Appendix 3.

E. Compliance and Bureau Approval

This procedure is incorporated into Modivcare's Complaint Policies and Procedures Manual, which is submitted to BMS for approval at least thirty (30) calendar days prior to the operations start date. No operations commence without BMS' express written approval of the Manual.

By coupling rapid acknowledgment, structured investigation, continuous Bureau collaboration, and transparent appeals processing, Modivcare delivers a provider grievance process that meets every RFP requirement for fairness, accountability, and timeliness.

XV. Contract Close-Out and Turnover Procedures

A. Turnover Plan

The vendor should submit a Turnover Plan for Agency approval no later than fourteen calendar days after the date of Contract award. The Turnover Plan should provide for an orderly and controlled turnover of the vendor's responsibilities to a successor vendor or to the Agency at the end of the Contract period or upon termination of the Contract and minimize the disruption of NEMT Services to Agency Members. The Turnover Plan should include, but not be limited to, the following: 1. The vendor's proposed approach to turnover. 2. The tasks and subtasks for turnover. 3. A timeline for turnover, including adjustments for possible variance. 4. Operational resource requirements. 5. Any training provided; and 6. Procedures for the transfer of data, documentation, files, training materials, the Operations Procedures Manual, brochures, pamphlets, and all other written materials and records developed in support of the NEMT Brokerage Program.

Turnover Plan

Modivcare maintains a detailed Turnover Plan to support an orderly, controlled, and transparent transition of responsibilities to a successor vendor or to BMS at the conclusion of the contract period or upon early termination. This plan is designed to minimize service disruption to Agency members, preserve institutional knowledge, and maintain uninterrupted access to NEMT services throughout the transition period.

We will submit our complete Turnover Plan to BMS for approval no later than fourteen (14) calendar days after contract award, in accordance with RFP requirements.

1. Modivcare's Proposed Approach to Turnover

Our turnover strategy is guided by a collaborative, documentation-driven methodology that includes direct engagement with BMS, coordination with the incoming vendor, and real-time monitoring of transition milestones. The approach is structured to:

- Confirm the preservation and secure transfer of data, documentation, and program knowledge;
- Maintain continuity of operations and call center coverage through the final contract day;
- Provide hands-on orientation and technical assistance to the successor broker.

We assign a dedicated Turnover Manager to lead the process in partnership with BMS and the incoming vendor. This individual is supported by our Implementation Director and operational leads across IT, Member Services, Network Operations, Compliance, and Reporting.

2. Key Turnover Tasks and Subtasks

Task	Subtasks
Project Planning	Assign Turnover Manager; finalize turnover workplan; schedule weekly status meetings with BMS
Data Reconciliation	Extract and validate all member, trip, utilization, provider, and credentialing data for transfer

Documentation Transfer	Compile and package SOPs, Operations Manual, Provider Manual, training guides, member materials
System Decommissioning Prep	Provide system access to BMS and/or successor vendor; prepare archival copies of reporting tools and call center scripts
Provider Network Handoff	Issue written notification to contracted providers; support credentialing transition and answer incoming vendor inquiries
Call Center Transition	Coordinate with successor for script alignment, warm handoff messaging, and system access timeline
Final Reporting	Deliver final encounter data submission, complaint log, trip backlog report, and unresolved appeals log to BMS
Knowledge Transfer	Conduct exit briefings with successor vendor and BMS, including Q&A and process walk-throughs

3. Turnover Timeline

Modivcare proposes a 90-day turnover period with built-in flexibility to accommodate BMS-defined timelines or successor vendor readiness. A detailed chart will be included with the submitted Turnover Plan.

Key milestones:

Day 1–14: Turnover plan submitted and approved by BMS

Day 15–30: Data extraction and reconciliation; kickoff with successor vendor

Day 31–60: File and documentation transfer; call center transition planning

Day 61–90: Final file handoff, system decommissioning, final reports delivered, and exit briefings completed

Adjustments to the timeline will be made in coordination with BMS based on contract end date, readiness of the successor vendor, and overall program needs.

4. Operational Resource Requirements

To support a seamless transition, Modivcare dedicates the following resources:

- Turnover Manager (full time)
- Project Manager
- Provider Relations Manager
- Exceptions Manager
- Reporting Manager
- Contact Center Manager
- Complaints Manager
- IT Systems/Data Delivery
- Telecommunications Engineer

These roles will support the transition throughout the turnover period to ensure availability, continuity of knowledge, and resolution of any outstanding issues during the transition. Additionally, the day-to-day operational staff will continue to support membership services through the end of the contract, ensuring consistent service and uninterrupted operations.

5. Training Provided

Modivcare provides training and technical assistance to the successor vendor, including:

- Walkthroughs of system workflows and file formats
- Training on member eligibility flagging and service level logic
- Orientation to complaint workflows and documentation standards
- Briefings on provider network management and onboarding practices

Customized training materials are also provided to BMS and the incoming vendor upon request.

6. Procedures for Transfer of Records and Materials

Modivcare securely transfers all program documentation, files, and intellectual property developed in support of the NEMT Brokerage Program, including:

- Operational Procedures Manual
- Provider Manual and training materials
- Member brochures, flyers, letters, and call scripts
- Encounter data files, utilization reports, and complaint logs
- Credentialing records and driver/vehicle inspection data
- Templates and forms used in quality assurance, trip validation, and appeals

All data transfers are encrypted, tracked, and accompanied by inventory lists confirming successful delivery and acknowledgment by BMS and/or the successor vendor.

This Turnover Plan meets all RFP requirements and provides a scalable, well-documented structure to maintain program integrity through contract conclusion. Modivcare welcomes input from BMS to further tailor the plan to meet Agency expectations and operational priorities.

B. Turnover Notification and Turnover Period

In the event the Agency requests a turnover of the duties and obligations of the vendor to the Agency or to a new vendor upon termination of the contract, the vendor should expect the Agency to give written notification of the need for turnover at least ninety (90) calendar days prior to the termination date of the contract. The turnover period should begin on the date specified by the Agency in the notice and continue until the Agency determines that all of the vendor's contract duties and obligations have been met, even if that date extends beyond the termination date of the contract. The vendor should expect the Agency's notification to provide written instructions regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data and information the Agency determines are required to provide for contract turnover.

Modivcare acknowledges that, should the Bureau request turnover of our duties and obligations—either to the Bureau itself or to a successor vendor—we will receive written notice at least 90 calendar days before the contract termination date. The Turnover Period begins on the date specified in that notice. It continues until the Bureau certifies that every contractual responsibility has been satisfied, even if that extends beyond the original termination date.

Upon receipt of the Bureau's written instructions, Modivcare will promptly package and deliver all required records, data, and documentation in the specified formats to the designated locations by the deadlines provided. We stand ready to follow any direction regarding encryption standards, file structures, physical media handling, or delivery protocols necessary to achieve an orderly, fully compliant turnover.

E At any time prior to the Agency's determination that all requirements under the Contract have been completed, the Agency may request, and the vendor should provide, the following information to the Agency: 1. Information including, but not limited to, the number, the review status, and the completion date of all transportation that was scheduled, authorized or provided by the vendor up to and including 11:59 p.m. Eastern Standard Time on the termination date of the contract and that has not been transmitted to the Agency for processing. 2. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by vendor up to and including 11 :59 p.m. Eastern Standard Time on the termination date of the Contract and that The Agency returned to vendor as unprocessed with an error code. 3. Information on any other deliverables that are pending as of 11:59 p.m. Eastern Standard Time on the termination date of the Contract, including, but not limited to, any outstanding reports, the status of any unresolved complaints or grievances and the status of any Agency hearings that have been scheduled or are in process.

Outstanding Transportation Data

Modivcare will deliver a comprehensive report listing all transportation services that were scheduled, authorized, or provided up to and including 11:59 p.m. Eastern Standard Time on the contract termination date, but which have not yet been transmitted to the Bureau for processing. This report will include, at a minimum:

- The total number of such trips
- The review status of each trip
- The scheduled and actual completion dates for each trip

Returned/Unprocessed Transportation Data

Modivcare will provide a detailed report of all transportation services scheduled, authorized, or provided up to and including 11:59 p.m. Eastern Standard Time on the contract termination date that were returned to Modivcare by the Bureau as unprocessed with an error code. This report will include:

- The total number of such trips
- The review status and completion date of each trip
- The specific error code and description for each unprocessed item

Pending Deliverables and Outstanding Items

Modivcare will submit a summary of all other deliverables pending as of 11:59 p.m. Eastern Standard Time on the contract termination date, including but not limited to:

- Outstanding reports
- Status of any unresolved complaints or grievances
- Status of any Bureau hearings that have been scheduled or are in process

F The vendor should answer any written questions from the Agency for a new vendor regarding the review of the information and data that vendor has transferred to the Agency for a new vendor. The vendor's answers should be in writing and should be submitted to the Agency or the new vendor within five (5) business days after receipt of receiving the question.

Modivcare acknowledges its obligation to respond in writing to any questions the Bureau or its successor vendor may submit regarding data or information transferred during turnover. We will deliver our written answers to the Bureau or the new vendor no later than five (5) business days after receipt of each question.

C. Specific Close-Out Requirements

The vendor should complete all duties required in the contract regarding requests for NEMT Services for dates of service up to and including 11:59 p.m. Eastern Standard Time on the termination date ofthe contract. These duties should include, but not be limited to, the following: 1. Screening, authorization, scheduling, and provision of NEMT Services. 2. Successful submission to The Agency of all utilization data. 3. Generation and sending of all required notices to providers and Agency Members. 4. Validation Checks as required in Section Error! Reference source not found. of Appendix 1. 5. Submission and correction, as necessary, of all reports required by this contract. During the Turnover Period, the vendor should allow the Agency full remote access during the vendor's regular business hours to all data records as required in the Contract.

Modivcare will fully comply with all contract requirements regarding Non-Emergency Medical Transportation (NEMT) Services for dates of service up to and including 11:59 p.m. Eastern Standard Time on the termination date of the contract. Our approach ensures a seamless transition and continued compliance with Bureau expectations. Specifically, Modivcare will:

Complete All NEMT Service Duties:

Modivcare will ensure that all screening, authorization, scheduling, and provision of NEMT Services are completed for all requests received for dates of service up to and including the contract termination date.

Submit All Utilization Data:

Modivcare will successfully submit to the Bureau all required utilization data for transportation services provided through the end of the contract period, in the format and timeframe specified by the Bureau.

Generate and Send All Required Notices:

Modivcare will generate and send all required notices to providers and Bureau Members, including notifications of service, changes, or terminations, as required by the contract.

Perform Validation Checks:

Modivcare will conduct all validation checks as required in Appendix 1 of the contract, ensuring that all data and service records are accurate, complete, and compliant with Bureau standards.

Submit and Correct All Required Reports:

Modivcare will submit all reports required by the contract and will promptly correct any deficiencies or errors identified by the Bureau, confirming all reporting obligations are met prior to contract close-out.

D. Agency Access

During the Turnover Period, the vendor should allow the Agency full remote access during the vendor's regular business hours to all data records as required in the Contract.

Remote Access During Turnover:

During the turnover period, Modivcare will provide the Bureau with full remote access during Modivcare's regular business hours to all data records as required by the contract. This access will remain available until the Bureau determines that all contract requirements have been fulfilled.

Modivcare is committed to a transparent, cooperative, and compliant contract close-out process, ensuring the Bureau has all necessary information and access to support a smooth transition.

E. Specific Turnover Requirements

Specific Turnover Requirements is: **Outstanding Transportation Data**

Modivcare will deliver a comprehensive report listing all transportation services that were scheduled, authorized, or provided up to and including 11:59 p.m. Eastern Standard Time on the contract termination date, but which have not yet been transmitted to the Bureau for processing. This report will include, at a minimum:

- The total number of such trips
- The review status of each trip
- The scheduled and actual completion dates for each trip

Returned/Unprocessed Transportation Data

Modivcare will provide a detailed report of all transportation services scheduled, authorized, or provided up to and including 11:59 p.m. Eastern Standard Time on the contract termination date that were returned to Modivcare by the Bureau as unprocessed with an error code. This report will include:

- The total number of such trips
- The review status and completion date of each trip
- The specific error code and description for each unprocessed item

Pending Deliverables and Outstanding Items

Modivcare will submit a summary of all other deliverables pending as of 11:59 p.m. Eastern Standard Time on the contract termination date, including but not limited to:

- Outstanding reports
- Status of any unresolved complaints or grievances
- Status of any Bureau hearings that have been scheduled or are in process

F. Vendor Response to Questions

Vendor Response to Questions is: Modivcare acknowledges its obligation to respond in writing to any questions the Bureau or its successor vendor may submit regarding data or information transferred during turnover. We will deliver our written answers to the Bureau or the new vendor no later than five (5) business days after receipt of each question.

G. Turnover Meetings

The vendor should expect the Agency to notify the vendor of the date, time, and location of meeting(s) regarding the close-out or turnover to be held among the Agency, the vendor and new vendor. The vendor should provide two (2) individuals to attend meetings. The individuals attending should be proficient and knowledgeable regarding the paper materials and electronic data to be transferred and delivered to the Agency or a new vendor.

Modivcare understands the importance of effective communication and collaboration during the contract close-out and turnover process. In alignment with our standard transition protocols and the Bureau's requirements. We will promptly respond to notifications from the Bureau regarding the date, time, and location of any meetings related to contract close-out or turnover. We recognize the value of these meetings in ensuring a seamless transition and clear transfer of responsibilities. Modivcare will designate two (2) experienced team members to attend each close-out or turnover meeting. These individuals will be proficient and knowledgeable regarding all paper materials and electronic data to be transferred and delivered to the Bureau or a new vendor. Our representatives will include subject matter experts from our operations and IT/data management teams to ensure all technical, operational, and compliance questions can be addressed.

Appendix 2: Implementation Specifications

I. Implementation of Work Plan

The vendor's Proposal should include an Implementation Work Plan (IWP) to be approved by the Agency and should be maintained throughout the implementation period that includes all tasks required to successfully begin operation of the NEMT Brokerage Program. The IWP should be sufficiently detailed to satisfy the Agency that the work should be performed in a logical sequence, in a timely manner, and with an efficient use of resources. The vendor should submit the final IPW electronically and in hard copy to the Agency no later than fourteen (14) calendar days after the date of contract award. a. Work Plan Tasks The IWP should include task-level details, including timeframes, milestones and names of vendor staff members who may be responsible for each task. Each task listed in the IWP should include a description of the activity, a scheduled start date and a scheduled completion date. The types of tasks described in the IWP should include, but not be limited to, the following: 1. Acquisition of office space, furniture and telecommunications equipment; computer equipment, including software; and installation of utilities. 2. Hiring and training the central office staff, call center staff and all other vendor staff. 3. Recruitment and contracting of NEMT providers. 4. Verification that NEMT provider vehicles meet vendor standards, including inspection and certification requirements. 5. Verification that drivers meet Contract standards. 6. Testing of daily operational requirements, including, but not limited to call center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to the Agency's Readiness Review. 7. Installation of trip scheduling, reservation, and dispatch systems. 8. Member, NEMT provider and medical provider education. 9. Development of required deliverables, including, but not limited to, reports, Operations Procedure Manual, NEMT Provider Manual, eligibility file requirement, utilization data submission procedures, Quality Assurance Plan (as described in Section II of Appendix 2), and Business Continuity and Disaster Recovery Plan (as described in Section V of Appendix 2).

Implementation Work Plan (IWP) Overview

Modivcare will develop and maintain a comprehensive Implementation Work Plan (IWP) to guide the successful launch of the NEMT Brokerage Program. Our IWP will be submitted to the Bureau for approval in both electronic and hard copy formats within fourteen (14) calendar days of contract award, and will be maintained throughout the implementation period.

The IWP will be structured to ensure all tasks are performed in a logical sequence, on schedule, and with optimal use of resources. Each task will include a clear description, responsible Modivcare staff member(s), scheduled start and completion dates, and defined milestones. The plan will be regularly updated and shared with the Bureau to ensure transparency and alignment.

As an experienced incumbent provider, Modivcare will conduct a thorough review of all implementation activities and deliverables to confirm that every contract requirement is being met. Our implementations team will will partner with the local leadership to proactively monitor progress, validate completion of each task, and address any gaps or issues promptly to ensure full compliance with Bureau expectations.

Key components of the IWP will include, but are not limited to:

- Acquisition of office space, furniture, telecommunications, and IT equipment.
- Hiring and training of central office, call center, and support staff.
- Recruitment and contracting of NEMT providers.
- Verification and inspection of provider vehicles and driver credentials.
- Testing of operational systems, including call center, dispatch, and real-time communications.
- Installation and configuration of trip scheduling, reservation, and dispatch systems.
- Education and outreach for members, NEMT providers, and medical providers.
- Development and delivery of all required reports, manuals, and plans (including Operations Procedures Manual, NEMT Provider Manual, eligibility file processes, utilization data submission, Quality Assurance Plan, and Business Continuity/ Disaster Recovery Plan).

Modivcare's team will ensure that all implementation activities are tracked, documented, reviewed, and reported to the Bureau, supporting a timely, efficient, and fully compliant program launch.

a. Work Plan Tasks

The IWP should include task-level details, including timeframes, milestones and names of vendor staff members who may be responsible for each task. Each task listed in the IWP should include a description of the activity, a scheduled start date and a scheduled completion date. The types of tasks described in the IWP should include, but not be limited to, the following: Acquisition of office space, furniture and telecommunications equipment; computer equipment, including software; and installation of utilities. Hiring and training the central office staff, call center staff and all other vendor staff. Recruitment and contracting of NEMT providers. Verification that NEMT provider vehicles meet vendor standards, including inspection and certification requirements. Verification that drivers meet Contract standards. Testing of daily operational requirements, including, but not limited to call center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to the Agency's Readiness Review. Installation of trip scheduling, reservation, and dispatch systems. Member, NEMT provider and medical provider education.Development of required deliverables, including, but not limited to, reports, Operations Procedure Manual, NEMT Provider Manual, eligibility file requirement, utilization data submission procedures, Quality Assurance Plan (as described in Section II of Appendix 2), and Business Continuity and Disaster Recovery Plan (as described in Section V of Appendix 2).

As part of our implementation methodology, Modivcare will develop and maintain a comprehensive Implementation Work Plan (IWP) that includes task-level detail for every activity required under the new contract. Each task will be clearly defined with a description of the activity, scheduled start and completion dates, and the names of vendor staff responsible for execution. The IWP will be structured to reflect the following categories:

Infrastructure Setup

Tasks include acquisition of office space, furniture, telecommunications equipment, and computer hardware/ software. Each item is scheduled with dependencies and assigned to specific implementation team members.

Staffing and Training

The IWP outlines recruitment timelines for central office and call center staff, along with training schedules and assigned trainers. All training content is aligned with contract requirements and tracked for completion.

Provider Network Development

Recruitment and contracting of Non-Emergency Medical Transportation (NEMT) providers is planned and tracked to confirm network adequacy.

Driver Compliance

Tasks include verification of driver credentials, background checks, and training completion. Each verification step is tracked.

System Testing and Operational Readiness

Prior to the Agency's Readiness Review, Modivcare will conduct full testing of daily operational components including the call center, dispatch systems, and real-time driver communications.

Technology Deployment

Installation of trip scheduling, reservation, and dispatch systems is mapped with clear timelines and technical staff assignments.

Stakeholder Education

Member, NEMT provider, and medical provider education tasks include development of materials, scheduling of outreach sessions, and assignment of communications staff.

Deliverables and Documentation

Development of required deliverables—including reports, Operations Procedure Manual, NEMT Provider Manual, eligibility file requirements, utilization data submission procedures, Quality Assurance Plan, and Business Continuity and Disaster Recovery Plan—is scheduled with responsible authors and reviewers identified.

Modivcare has included a copy of the Implementation Workplan that would be used during this implementation. This plan includes detailed timelines, milestones, and staff assignments. Once the contract is awarded, all dates and milestones will be updated to align with the finalized schedule. The full IWP—including any new items, updated dependencies, and actual vs. planned dates—will be submitted electronically and in hard copy within 14 calendar days of contract award.

To support transparency and accountability, Modivcare will hold recurring implementation status meetings with the Bureau to review progress, discuss outstanding deliverables, and proactively address any issues. Regular status reports will be provided throughout the implementation period.

Modivcare NEMT Implementation Plan

Status	Task Name	Duration	Start	Finish	Assigned To
	WV BMS				
	GO LIVE (First Ride)	1d	05/27/26	05/27/26	
Complete	Soft Go-Live Date (First Call)	1d	05/14/26	05/14/26	
	Initiating Phase	26d	02/18/26	03/25/26	
	Contract Execution	25d	02/18/26	03/24/26	
Not Started	Contract award & business setup	1d	02/18/26	02/18/26	Associate Counsel
Not Started	SOW - finalized and approved	2w	02/19/26	03/04/26	Project Manager
Not Started	SOW shared with various workstreams, following SOW review	5d	03/05/26	03/11/26	Implementation Manager
Complete	Research what local business licenses/registrations are required	1w	02/18/26	02/24/26	Associate Counsel
Complete	Obtain business license in operations state	2w	02/25/26	03/10/26	Associate Counsel
Complete	Complete and submit application for registering Modivcare as Medicaid provider	4w	02/25/26	03/24/26	Associate Counsel
	Real Estate	10d	02/18/26	03/04/26	
Complete	Review possible locations with broker	0	02/18/26	02/18/26	Director Real Estate & Procurement
Complete	Real estate site visits to assess options	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Select office space	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Legal lease review and approval	0	03/04/26	03/04/26	Associate Counsel
Complete	Sign lease	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Setup utilities	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Complete office layout	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Determine if build out is needed and coordinate with broker	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Build out space	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Identify need for security system and obtain quotes	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Security system and card access setup	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Identify furniture needs	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Order furniture	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Coordinate furniture delivery and installation	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Order data circuit	0	03/04/26	03/04/26	Telecom Engineer
Complete	Coordinate deliver for the data circuit and installation	0	03/04/26	03/04/26	Telecom Engineer
Complete	Bid low voltage cabling	0	03/04/26	03/04/26	Network Engineer
Complete	Order and deliver low voltage cabling	0	03/04/26	03/04/26	Network Engineer
Complete	Intall low voltage cabling	0	03/04/26	03/04/26	Network Engineer
Complete	Order network equipment	0	03/04/26	03/04/26	Network Engineer
Complete	Network setup	0	03/04/26	03/04/26	Network Engineer
Complete	Network testing	0	03/04/26	03/04/26	Network Engineer
Complete	Identify desktop and business equipment	0	03/04/26	03/04/26	Director Field Services & NOC
Complete	Order desktop and business equipment	0	03/04/26	03/04/26	Director Field Services & NOC
Complete	Coordinate delivery and installation of desktop and business equipment	0	03/04/26	03/04/26	Director Field Services & NOC
Complete	IT testing	0	03/04/26	03/04/26	Director Field Services & NOC
Complete	Receive Certificate of Occupancy/open center	0	03/04/26	03/04/26	Director Real Estate & Procurement
Complete	Set up gas card for field monitor	0	03/04/26	03/04/26	Fleet Manager
Complete	Obtain company vehicle(s)	0	03/04/26	03/04/26	Fleet Manager
Not Started	Confirm that the current office space meets all requirements	3d	02/19/26	02/23/26	Project Manager
	Internal Kickoff, Planning & Management	25d	02/19/26	03/25/26	
Not Started	Assign project team & collect team contact information	2d	03/02/26	03/03/26	Implementation Manager
Not Started	Schedule and conduct internal Modivcare kickoff meeting	5d	03/04/26	03/10/26	Implementation Manager
Not Started	Schedule internal meeting cadence	1d	03/11/26	03/11/26	Implementation Manager
Complete	Determine locations for contact center/phones, routing, Quality Assurance Manager, Customer Advocate Manager, disaster recovery, and after-hours	5d	03/04/26	03/10/26	Member Care Leaders
Not Started	Finalize implementation work plan and submit to BMS (Electronic version and Hard Copy)	10d	02/19/26	03/04/26	Implementation Manager
Not Started	Implementation work plan approved by BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Finalize implementation work plan for Jobs and Hope and submit to ODCP for approval	10d	02/19/26	03/04/26	Implementation Manager
Not Started	Jobs and Hope implementation work plan approved by ODCP	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Finalize implementation work plan for the Bureau for Behavioral Health and submit to ODCP for approval	10d	02/19/26	03/04/26	Implementation Manager
Not Started	The Bureau for Behavioral Health implementation work plan approved by ODCP	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Turnover Plan created and submitted to BMS	14d	02/19/26	03/10/26	Implementation Manager

	Modivcare/BMS Project Kickoff	7d	03/05/26	03/13/26	
Not Started	Confirm BMS implementation team members	2d	03/05/26	03/06/26	Implementation Manager
Not Started	Schedule and conduct joint kickoff meeting	2d	03/09/26	03/10/26	Implementation Manager
Not Started	Schedule joint meeting cadence - reoccurring meetings for implementation quality management	1d	03/11/26	03/11/26	Implementation Manager
Complete	Obtain completed IT Questionnaire from BMS	0	03/10/26	03/10/26	Project Manager
Complete	Obtain membership, historical trip and call volume from BMS	0	03/11/26	03/11/26	Project Manager
Complete	Obtain list of current standing orders from BMS	0	03/11/26	03/11/26	Project Manager
Complete	Build staffing model based upon membership, historical trip data, and call volume	0	03/11/26	03/11/26	Business Planning
N/A	**Determine vendor handoff process for BMS's transitioning from another vendor (scheduled rides and TFN cutover)**	**0**	**03/11/26**	**03/11/26**	**Implementation Manager**
Not Started	**Determine BMS's plan for external communications (members, facilities, TPs)**	2d	03/12/26	03/13/26	Implementation Manager
Not Started	Obtain announcement letter for facilities	2d	03/12/26	03/13/26	Implementation Manager
Not Started	Obtain notification letter for transportation providers	2d	03/12/26	03/13/26	Implementation Manager
Not Started	Identify need for additional implementation resources, recruit, and assign	1d	03/05/26	03/05/26	Implementation Manager
	Readiness Review	43d	03/02/26	04/29/26	
Not Started	Determine if State Readiness Review is required	2d	03/02/26	03/03/26	Project Manager
Not Started	Confirm readiness review virtual, on site, or hybrid	2d	03/02/26	03/03/26	Project Manager
Not Started	Obtain State Requirements documents and determine specific requirements for the State Readiness Review	1d	03/04/26	03/04/26	Implementation Manager
Not Started	Provide required policy and procedure documents - Adverse Conditions, Disaster Recovery, FWA, etc.	30d	03/05/26	04/15/26	Implementation Manager
Not Started	Operational procedures manual	30d	03/05/26	04/15/26	Project Manager
Not Started	Submitted to BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	15d	03/26/26	04/15/26	Project Manager
Not Started	Business continuity and disaster recovery plan	30d	03/05/26	04/15/26	Project Manager
Not Started	Submitted to BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	15d	03/26/26	04/15/26	Project Manager
Not Started	Adverse weather plan	30d	03/05/26	04/15/26	Project Manager
Not Started	Submitted to BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	15d	03/26/26	04/15/26	Project Manager
Not Started	Provider network and geographic coverage report	30d	03/05/26	04/15/26	Data Delivery
Not Started	Submitted to BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	15d	03/26/26	04/15/26	Project Manager
Not Started	Quality assurance plan	30d	03/05/26	04/15/26	Quality Assurance Manager
Not Started	Submitted to BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	15d	03/26/26	04/15/26	Project Manager
Not Started	NEMT Provider Monitoring Plan	30d	03/05/26	04/15/26	Quality Assurance Manager
Not Started	Submitted to BMS	15d	03/05/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	15d	03/26/26	04/15/26	Project Manager
Not Started	Post- transportation authorization of NEMT services policy	20d	03/05/26	04/01/26	Exceptions Manager
Not Started	Submitted to BMS	10d	03/05/26	03/18/26	Implementation Manager
Not Started	Approved by BMS	10d	03/19/26	04/01/26	Project Manager
Not Started	Validation Plan	20d	03/05/26	04/01/26	Exceptions Manager
Not Started	Submitted to BMS	10d	03/05/26	03/18/26	Implementation Manager
Not Started	Approved by BMS	10d	03/19/26	04/01/26	Project Manager
Not Started	Complaint policy and procedure manual	20d	03/05/26	04/01/26	Quality Assurance Manager
Not Started	Submitted to BMS	10d	03/05/26	03/18/26	Implementation Manager
Not Started	Approved by BMS	10d	03/19/26	04/01/26	Project Manager
Not Started	Reporting procedures	20d	03/05/26	04/01/26	Project Manager
Not Started	Submitted to BMS	10d	03/05/26	03/18/26	Implementation Manager
Not Started	Approved by BMS	10d	03/19/26	04/01/26	Project Manager
Not Started	Denial process	20d	03/05/26	04/01/26	Contact Center Manager
Not Started	Submitted to BMS	10d	03/05/26	03/18/26	Implementation Manager
Not Started	Approved by BMS	10d	03/19/26	04/01/26	Project Manager
Not Started	Member education and outreach plan	17d	03/05/26	03/27/26	Project Manager
Not Started	Submitted to BMS	7d	03/05/26	03/13/26	Implementation Manager
Not Started	Approved by BMS	10d	03/16/26	03/27/26	Project Manager
	Conduct RR	10d	04/16/26	04/29/26	
Not Started	Create RR presentation	5d	04/16/26	04/22/26	Implementation Manager
Not Started	Present policy, procedures and demos	5d	04/23/26	04/29/26	Workstream Leaders
Not Started	Workstream team presentations	5d	04/23/26	04/29/26	Workstream Leaders

	Development Phase	97d	02/24/26	07/09/26	
	Technology	87d	03/10/26	07/09/26	
	Review and complete Broker Client set up	0	03/10/26	03/10/26	
Complete	Implementation questionnaire deep dive with BMS	0	03/10/26	03/10/26	Data Delivery
Complete	Verify process for information share/exchange	0	03/10/26	03/10/26	Data Delivery
Complete	Complete Broker Client Setup Guide (BCSG) and any required website setup (CSW, MSW, FSW) forms	0	03/10/26	03/10/26	Project Manager
Complete	Set up Broker Client in Transportation Management Platform	0	03/10/26	03/10/26	Data Delivery
Complete	Notify all teams once broker client is active	0	03/10/26	03/10/26	Implementation Manager
Complete	Sign off on Broker Client set up for Exceptions Manager	0	03/10/26	03/10/26	Exceptions Manager
Complete	Obtain GL Code from Finance and enter into the broker client	0	03/10/26	03/10/26	Implementation Manager
Not Started	Confirm if there are an configuration changes required and the scope and timeline for those changes	2d	03/11/26	03/12/26	Data Delivery
Not Started	Confirm testing requirements	2d	03/11/26	03/12/26	Data Delivery
	Eligibility File	0	03/10/26	03/10/26	
Complete	Finalize security assessment	0	03/10/26	03/10/26	Data Delivery
Complete	Obtain SFTP access/exchange between Modivcare and BMS	0	03/10/26	03/10/26	Data Delivery
Complete	Obtain eligibility Companion Guide and all crosswalks	0	03/10/26	03/10/26	Data Delivery
Complete	Determine delivery schedule for eligibility file from BMS	0	03/10/26	03/10/26	Data Delivery
Complete	Obtain eligibility file format	0	03/10/26	03/10/26	Data Delivery
Complete	Obtain eligibility test file from BMS	0	03/10/26	03/10/26	Data Delivery
Complete	Obtain eligibility production file	0	03/10/26	03/10/26	Data Delivery
Complete	Load eligibility production file from BMS	0	03/10/26	03/10/26	Data Delivery
Complete	Complete eligibility member import	0	03/10/26	03/10/26	Data Delivery
	Encounter File	71d	03/10/26	06/17/26	
Complete	Obtain encounter file Companion Guide from BMS	0	03/10/26	03/10/26	Data Delivery
Complete	Submit 1st encounter test file to BMS	0	03/10/26	03/10/26	Data Delivery
Complete	End-to-End encounter testing	0	05/20/26	05/20/26	Data Delivery
Complete	Submit 1st monthly production encounter file to BMS	0	06/17/26	06/17/26	Data Delivery
	Claims Report	87d	03/11/26	07/09/26	
Complete	Obtain claims report Companion Guide from BMS	30d	03/11/26	04/21/26	Data Delivery
Complete	Submit 1st claims report test file to BMS	45d	03/11/26	05/12/26	Data Delivery
Complete	End-to-End claims report testing	14d	05/21/26	06/09/26	Data Delivery
Complete	Submit 1st monthly production claims report file to BMS	1d	07/09/26	07/09/26	Data Delivery
	Response File	6d	06/04/26	06/11/26	
Complete	Obtain response test file from BMS	1d	06/04/26	06/04/26	Data Delivery
Complete	Obtain and load production file from BMS	5d	06/05/26	06/11/26	Data Delivery
	Telephony	32d	03/11/26	04/23/26	
Not Started	Determine if there are any changes to the telephony setup (phone number, IVR)	2d	03/11/26	03/12/26	Telecom Engineer
Complete	Request TFN (res, ride assist, facility line, provider line, and fax) via SR	0	03/12/26	03/12/26	Project Manager
Complete	Discuss transition of TFNs from BMS and schedule, share with teams (incl. training....)	0	03/12/26	03/12/26	Telecom Engineer
Complete	Develop and obtain BMS approval for automated greeting and distribute to teams (incl. training...	0	03/26/26	03/26/26	Telecom Engineer
Complete	Route/program automated greeting for toll- free number	0	04/23/26	04/23/26	Telecom Engineer
	Staff Hiring / Human Resources	17d	03/11/26	04/02/26	
Not Started	Calculate and communicate additional staffing needed for workstreams to HR for recruiting purposes and to training for resource allocation	1d	03/11/26	03/11/26	Workstream Leaders
Not Started	Post and recruit exempt and non-exempt staff	3w	03/12/26	04/01/26	Talent Acquisition
Not Started	Submit candidates for approval (if required)	3w	03/12/26	04/01/26	Implementation Manager
Not Started	Communicate any required staffing updates as needed	3w	03/12/26	04/01/26	Implementation Manager
Not Started	Skill any addition agents (enter staff into WFM)	1d	04/02/26	04/02/26	Workforce Management
	Digital Platforms	10d	05/06/26	05/20/26	
Complete	TripCare (FSW/CSW)	0	05/06/26	05/06/26	Product Owner
Complete	Demonstration for BMS	0	05/06/26	05/06/26	Product Owner
Complete	Approved by BMS	0	05/06/26	05/06/26	Project Manager
Complete	Configure/construct website - TripCare (FSW/CSW)	0	05/06/26	05/06/26	IT Business Analyst
Complete	MSW/ Trip Manager	0	05/06/26	05/06/26	Product Owner
Complete	Demonstration for BMS	0	05/06/26	05/06/26	Product Owner
Complete	Approved by BMS	0	05/06/26	05/06/26	Project Manager
Complete	Configure/construct website - MSW/Trip Manager	0	05/06/26	05/06/26	IT Business Analyst
Complete	Member App	10d	05/06/26	05/20/26	Product Owner
Complete	Demonstration for BMS	0	05/06/26	05/06/26	Product Owner
Complete	Approved by BMS	0	05/06/26	05/06/26	Project Manager

Complete	Activated application	0	05/20/26	05/20/26	Product Owner
Not Started	Discuss communication and if any marketing items are needed	5d	05/07/26	05/13/26	Marketing Manager
	Operational Processes and Forms	**51d**	**03/11/26**	**05/20/26**	
Not Started	Confirm if any changes to current forms are needed or any new forms are required	3d	03/12/26	03/16/26	Implementation Manager
Not Started	Forms	5d	03/12/26	03/18/26	Member Care Management
Not Started	Call scripts	5d	03/12/26	03/18/26	Contact Center Manager
Not Started	Obtain BMS approval for call script	5d	03/12/26	03/18/26	Contact Center Manager
Not Started	Medical Necessity Form	5d	03/12/26	03/18/26	Exceptions Manager
Not Started	Provide and obtain approval of Modivcare's MNF (if BMS has their own file obtain approval from Modivcare's exception department)	5d	03/12/26	03/18/26	Exceptions Manager
Not Started	Standing Order Form	5d	03/12/26	03/18/26	Exceptions Manager
Not Started	Provide and obtain approval of Modivcare's Standing Order Form	5d	03/12/26	03/18/26	Exceptions Manager
Not Started	Consent for Minor Riding Alone Form	5d	03/12/26	03/18/26	Exceptions Manager
Not Started	Provide and obtain approval of Modivcare's Minor Ride Alone (if BMS has their own file obtain approval from Modivcare's exception department)	5d	03/12/26	03/18/26	Exceptions Manager
Not Started	Denials	5d	03/12/26	03/18/26	Contact Center Manager
Not Started	Denials process and services denial criteria	5d	03/12/26	03/18/26	Contact Center Manager
Not Started	Denial Letters	5d	03/12/26	03/18/26	Contact Center Manager
Complete	Determine if Modivcare is delegated for denials	5d	03/12/26	03/18/26	Contact Center Manager
Not Started	Provide and obtain approval of Modivcare' s Denial Letter	5d	03/12/26	03/18/26	Contact Center Manager
Not Started	Update CSR tools	5d	05/14/26	05/20/26	Process Improvement Manager
Not Started	Update Universal Agent Guide and notify Training	5d	05/14/26	05/20/26	Process Improvement Manager
Not Started	Update Sidebar	5d	05/14/26	05/20/26	Process Improvement Manager
Not Started	Update Plan Manager	5d	05/14/26	05/20/26	Process Improvement Manager
Not Started	Identify call quality requirements changes	5d	03/11/26	03/17/26	Contact Center Manager
Not Started	Mass transit	10d	03/12/26	03/25/26	Project Manager
Not Started	Confirm any change to the Mass Transit Policy and procedure from BMS	1d	03/12/26	03/12/26	Implementation Manager
Not Started	Provide BMS with Modivcare MT Ticketing PnP (including Member Letter)	2d	03/12/26	03/13/26	Project Manager
Not Started	Obtain approval for Mass Transit Ticketing Process (and Member Letter)	5d	03/16/26	03/20/26	Project Manager
Complete	Purchase tickets/passes, arrange for safe storage	0	03/20/26	03/20/26	Project Manager
Not Started	Communicate an changes to the MT ticketing process to teams	3d	03/23/26	03/25/26	Project Manager
Complete	Mass transit set up - claims	0	03/19/26	03/19/26	Project Manager
	Transportation Provider Network Development	**56d**	**02/26/26**	**05/14/26**	
Not Started	Confirm that the TP manual, drivers compliance requirements, and TP contracts meet any new requirements	10d	03/11/26	03/24/26	Provider Relations Manager
Not Started	Submit and obtain approval from BMS for NEMT provider manual, compliance requirements, and contract	2w	03/25/26	04/07/26	Provider Relations Manager
Not Started	Make any required updates to the vehicle inspection plan	2w	02/26/26	03/11/26	Provider Relations Manager
Not Started	Submit and obtain approval from BMS for the vehicle inspection plan	2w	03/12/26	03/25/26	Provider Relations Manager
Not Started	Review and confirm NEMT provider training and education plan meet all requirements	15d	03/05/26	03/25/26	Provider Relations Manager
Not Started	Submit and obtain approval from BMS for NEMT provider training and education plan	2w	03/26/26	04/08/26	Provider Relations Manager
Not Started	Obtain and review trip volume data (volume, LOS, treatment types, SOs)	5d	03/09/26	03/13/26	Provider Relations Manager
Not Started	Review current TP network capacity	5d	03/09/26	03/13/26	Provider Relations Manager
Not Started	Recruit, negotiate and contract with TPs	4w	03/16/26	04/10/26	Provider Relations Manager
Not Started	TP Train the Trainer PASS training as necessary	4w	03/16/26	04/10/26	Provider Relations Manager
Not Started	Collect credentialing	22d	03/16/26	04/14/26	Credentialing
Not Started	Inspect all vehicles	22d	03/16/26	04/14/26	Provider Relations Manager
Not Started	Provider setup in Transportation Management Platform	22d	03/16/26	04/14/26	Provider Relations Manager
Not Started	TP contract documentation to corporate for processing (Salesforce)	22d	03/16/26	04/14/26	Provider Relations Manager
Not Started	Complete TP Training - TP Manual, Claims, Web Portal, AVL	22d	03/16/26	04/14/26	Provider Relations Manager
Not Started	Vehicle inspection reports for BMS	5d	05/08/26	05/14/26	Provider Relations Manager
	Facilities/Locations Outreach	**35d**	**03/11/26**	**04/30/26**	
Complete	Obtain list of dialysis, hospitals, nursing homes, and other high utilization facilities (from BMS or internal team develops)	0	03/11/26	03/11/26	Project Manager
Not Started	Develop facility training and education plan	10d	03/12/26	03/25/26	Project Manager
Not Started	Submitted to BMS	10d	03/12/26	03/25/26	Implementation Manager
Not Started	Approved by BMS	10d	03/12/26	03/25/26	Project Manager
Not Started	Create timeline for facility outreach assistance	0	03/25/26	03/25/26	Project Manager
	Written Materials	**0**	**04/30/26**	**04/30/26**	
Not Started	Facility Information Packets	0	04/30/26	04/30/26	Marketing Manager
Not Started	Develop Facility Brochures	0	04/30/26	04/30/26	Marketing Manager
Not Started	Obtain BMS approval for informational packets	0	04/30/26	04/30/26	Implementation Manager
Not Started	Print approved informational facilities outreach materials	0	04/30/26	04/30/26	Marketing Manager

Not Started	Site visits to medical practitioners to distribute facility brochures, educate, establish web access, and verify standing orders	0	04/30/26	04/30/26	Project Manager
	Member/Community Outreach	20d	04/30/26	05/27/26	
	Written Materials	20d	04/30/26	05/27/26	
	Member Brochures	20d	04/30/26	05/27/26	
Not Started	Develop Member Brochures that meet BMSs LEP requirements	1w	04/30/26	05/06/26	Marketing Manager
Not Started	Obtain BMS approval for Member Brochure	1w	05/07/26	05/13/26	Implementation Manager
Not Started	Upload Member Brochure to website	3d	05/13/26	05/15/26	Marketing Manager
Not Started	Distribute Member Brochures per BMS instructions	2w	05/14/26	05/27/26	Marketing Manager
	Standing Orders	45d	02/24/26	04/29/26	
Complete	Receive standing order info and weekly updates from BMS	0	04/29/26	04/29/26	Implementation Manager
Complete	Confirm communication plan back to BMS	0	04/29/26	04/29/26	Implementation Manager
Complete	Obtain confirmation of standing order information from facilities.	0	03/11/26	03/11/26	Exceptions Manager
Complete	Enter standing orders into Transportation Management Platform	0	02/24/26	02/24/26	Exceptions Manager
	Member Experience	10d	03/11/26	03/24/26	
Complete	Confirm if responsibility will be delegated or non-delegated	2w	03/11/26	03/24/26	Member Experience Manager
Not Started	Identify BMS grievance/complaint contacts	1w	03/11/26	03/17/26	Member Experience Manager
Not Started	Obtain complaint volume data from the BMS to determine staffing	2w	03/11/26	03/24/26	Member Experience Manager
Not Started	Obtain current service levels	2w	03/11/26	03/24/26	Member Experience Manager
Not Started	Obtain reporting requirements	2w	03/11/26	03/24/26	Member Experience Manager
	Reporting	30d	03/12/26	04/22/26	
Not Started	Verify Monthly Performance Summary Package meets BMS needs and obtain BMS approval	30d	03/12/26	04/22/26	Project Manager
Not Started	Verify Monthly Performance Summary Package can be delivered by the due date of month following close	2w	03/12/26	03/25/26	Project Manager
Not Started	Determine who will receive and who will deliver the Monthly Performance Summary Package	2w	03/12/26	03/25/26	Project Manager
Not Started	Determine how the Monthly Performance Summary Package will be delivered - via secure email or via FTP	2w	03/12/26	03/25/26	Project Manager
Not Started	If Monthly Performance Summary Package is delivered via FTP, obtain log-in information to upload to FTP	10d	03/12/26	03/25/26	Project Manager
	Claims	66d	03/12/26	06/11/26	
Complete	Review the mix/ratio of Provider Types	2w	03/20/26	04/02/26	Claims Manager
Complete	Review the mix/ratio of Levels of Service	2w	04/17/26	04/30/26	Claims Manager
Complete	Review the mix/ratio of claims submissions	2w	04/03/26	04/16/26	Claims Manager
Not Started	Determine if there is any required changes to payment requirements	2w	03/20/26	04/02/26	Claims Manager
Not Started	Obtain approval for run-off of old claims	1w	03/20/26	03/26/26	Claims Manager
Not Started	Identify if any additional claims staffing or process adjustments are needed	1w	03/19/26	03/25/26	Claims Manager
Not Started	Determine/establish any required methods of payment for MR	1w	03/12/26	03/18/26	Finance and Claims Manager
Not Started	Begin processing claims	1d	06/11/26	06/11/26	Claims Manager
	Training Phase	14d	04/27/26	05/14/26	
	Training Prep	8d	04/27/26	05/06/26	
Not Started	Identify any contract specific training requirements and submit OTER Form	2d	04/27/26	04/28/26	Implementation Manager
Not Started	Create training materials, reflective of market-specific future state and SOW requirement	5d	04/29/26	05/05/26	Training Manager
Not Started	Confirm training reporting requirements	5d	04/29/26	05/05/26	Implementation Manager
Not Started	Schedule training for new staff	1d	05/06/26	05/06/26	Training Manager
Not Started	Schedule training resources for onsite training at contact center	1d	05/06/26	05/06/26	Training Manager
Not Started	Obtain login credentials for all new hires prior to training	5d	04/30/26	05/06/26	Talent Acquisition
	Internal Training	6d	05/07/26	05/14/26	
	Phones	6d	05/07/26	05/14/26	
Not Started	Create training list	1d	05/07/26	05/07/26	Workforce Management
Not Started	Conduct and obtain training signoffs	5d	05/08/26	05/14/26	Operations Training Director
	Exceptions	5d	05/08/26	05/14/26	
Not Started	Conduct and obtain training signoffs	5d	05/08/26	05/14/26	Exceptions Manager
	Quality Assurance Manager	5d	05/08/26	05/14/26	
Not Started	Conduct and obtain training signoffs	1w	05/08/26	05/14/26	Quality Assurance Manager
	Customer Advocacy	5d	05/08/26	05/14/26	
Not Started	Conduct and obtain training signoffs	1w	05/08/26	05/14/26	Customer Advocacy Manager
	Facility Training	13d	04/27/26	05/13/26	
Not Started	Set training schedule	3d	04/27/26	04/29/26	Project Manager
Not Started	Tripcare Training and Modivcare Presentation	2w	04/30/26	05/13/26	Project Manager
	Go Live Readiness Phase	44d	04/23/26	06/24/26	
	Pre-Soft Go Live	7d	05/01/26	05/11/26	
Complete	Determine time of first call based on open hours per contract	1d	05/08/26	05/08/26	Telecom Engineer
Complete	Schedule on-site support for all workstreams in all locations (Reservations, Routing, Network, Quality Assurance Manager)	1d	05/01/26	05/01/26	Implementation Manager

Not Started	Ensure member surveys are configured	1d	05/08/26	05/08/26	Project Manager
N/A	Ensure future trip data is loaded	0	05/07/26	05/07/26	Contact Center Manager
Not Started	Send internal and external Pre-Live Notification and reminder	1d	05/11/26	05/11/26	Implementation Manager
	Internal Testing/Internal Readiness Review	15d	04/23/26	05/14/26	
Not Started	Confirm CC, Routing, MET, Customer Advocate Manager Readiness and Agent Access	5d	05/07/26	05/13/26	Implementation Manager
Not Started	Ensure training has been completed for each operational function	5d	05/01/26	05/07/26	Implementation Manager
Not Started	Readiness review with BMS	5d	05/01/26	05/07/26	Implementation Manager
Complete	Confirm IVR screen pop is active	5d	05/07/26	05/13/26	Telecom Engineer
Not Started	DR procedures and DR documentation	5d	05/01/26	05/07/26	Contact Center Manager
Complete	Test agent access	1w	05/01/26	05/07/26	Contact Center Manager
Complete	Validate telephony systems	1d	05/01/26	05/01/26	Telecom Engineer
Complete	Production eligibility file loaded	5d	05/01/26	05/07/26	Implementation Manager
Not Started	Test BMS reporting	2w	04/24/26	05/07/26	Project Manager
Not Started	Test internal reporting	2w	04/24/26	05/07/26	Project Manager
Complete	Create call stat reporting	2w	04/24/26	05/07/26	Report Developer
Not Started	Create Soft Go Live Dashboard (if required)	2w	04/24/26	05/07/26	Implementation Manager
Complete	TFN published to Modivcare website map	2d	05/13/26	05/14/26	Marketing Manager
Complete	Send request to turn on Member App to the product team	0	04/23/26	04/23/26	Implementation Manager
	SOFT GO LIVE - (FIRST CALL)	1d	05/14/26	05/14/26	
Complete	Enact TFN cutover plan from previous vendor, as needed	1d	05/14/26	05/14/26	Telecom Engineer
Complete	Test telephony system and configuration including voice recording	1d	05/14/26	05/14/26	Implementation Manager
	Pre-Go Live Check List Items for Completion	13d	05/26/26	06/11/26	
Not Started	Send internal and external Go-Live communications	1d	05/26/26	05/26/26	Implementation Manager
Not Started	Determine cadence for Post Live Huddle with BMS and Project Manager	5d	06/05/26	06/11/26	Implementation Manager
Complete	Confirm digital products are turned on	5d	06/05/26	06/11/26	Implementation Manager
Not Started	Ensure Post Go-Live reporting requirements are acknowledged and ready for delivery	5d	06/05/26	06/11/26	Implementation Manager
Not Started	Schedule on-site support for all workstreams in all locations (Reservations, Routing, Network, Quality Assurance Manager),	5d	06/05/26	06/11/26	Implementation Manager
Not Started	Confirm all trips are assigned to providers	1d	05/26/26	05/26/26	Implementation Manager
	GO LIVE (FIRST RIDE)	21d	05/27/26	06/24/26	
	Monitoring Phase	168d	11/01/25	06/23/26	
Not Started	Confirm IVR messaging was updated from transition (if required)	1d	11/01/25	11/01/25	Telecom Engineer
Not Started	Internal daily network capacity sync; evaluate and adjust as needed	11d	05/27/26	06/10/26	Provider Relations Manager
Not Started	Internal daily Operations huddle	11d	05/27/26	06/10/26	Project Manager
Not Started	Send internal and external daily dashboard	11d	05/27/26	06/10/26	Implementations Manager
Not Started	Run-off of old claims	11d	05/27/26	06/10/26	Finance and Claims Manager
Not Started	Conduct Joint Post-Implementation meetings	4w	05/27/26	06/23/26	Implementation Manager
	Implementation Closing Phase	5d	06/18/26	06/24/26	
Not Started	Participate in lessons learned meeting	1d	06/24/26	06/24/26	All Teams
Not Started	Review and finalize all deliverables	1d	06/18/26	06/18/26	Implementation Manager
Not Started	Send closing email and BMS survey	1d	06/24/26	06/24/26	Implementation Manager

II. Quality Assurance Plan

At least thirty (30) calendar days prior to the operational start date, the vendor should submit a final Quality Assurance Plan to The Agency for its review and approval. The Quality Assurance Plan (QAP) should include, at minimum, the following: The vendor's procedures for certification that all NEMT Services paid for are properly authorized and rendered. The vendor's plan to develop safeguards against fraud, waste, misuse, or abuse by NEMT providers, medical providers, Agency Members and vendor staff and fulfill Agency reporting requirements regarding such activity, as described in Appendix 3 (Reporting Requirements) of this RFP. The vendor's agreement to indemnify the Agency against any causes of actions or claims of payment brought by NEMT providers or Agency Members. The vendor's plan to ensure that NEMT providers meet standards for vehicle maintenance, operation, and inspection; driver qualifications and training; complaint resolution; and delivery of courteous, safe and timely NEMT Services.The vendor's plan for Quality Control in the vendor's call center as described in Section XI in Appendix 1. The vendor should not begin operations without an Agency approved QAP. The Agency reserves the right to conduct quality assurance reviews on services provided by the vendor under the contract anonymously and without advance notice.

Quality Assurance Plan (QAP) Submission

Modivcare will submit a final Quality Assurance Plan to the Bureau for review and approval at least thirty (30) calendar days before the operations start date. Our QAP will include the following elements:

Certification Procedures:

- Detailed workflows to confirm that every NEMT service paid for has been authorized and actually rendered, including audit checkpoints and reconciliation of trip records against billing data.

Fraud, Waste & Abuse Safeguards:

- A multi-layered fraud prevention framework covering NEMT providers, medical providers, Medicaid recipients, and vendor staff.
- Defined investigative protocols and a reporting process that fulfills all Bureau requirements as described in Appendix 3.

Indemnification: A clear commitment to indemnify the Bureau against any claims or causes of action brought by NEMT providers or Medicaid recipients for payment disputes.

Provider Standards Compliance:

- Vehicle compliance protocols for maintenance, operation, and inspection standards.
- Driver qualification and training verification steps.
- Complaint management procedures to address service issues promptly and to maintain courteous, safe, and timely NEMT service delivery.

Call Center Quality Control: A call-center monitoring plan aligned with Section XI of Appendix 1, covering service-level metrics, call monitoring, scorecards, and corrective-action workflows.

Modivcare will not commence operations under the new contract until the Bureau has approved the QAP. We recognize and support the Bureau's right to conduct anonymous, unannounced quality-assurance reviews of services provided under the contract.

III. Operational Readiness Review

Two (2) weeks prior to the operational start date, the vendor should expect that the Agency may conduct an operational readiness review of the vendor, after which the Agency may approve the vendor's implementation for operational go-live. The vendor should receive written Agency approval of all submission and demonstration requirements prior to the operation's start date.

Operational Readiness Review

Modivcare fully supports and facilitates an Operational Readiness Review (ORR) process to confirm our preparedness to begin operations in alignment with the Bureau for Medical Services' expectations. We recognize the ORR as a critical milestone that confirms that all systems, staffing, materials, and procedures are in place to support a successful Go-Live.

Timing and Coordination

Modivcare anticipates and is prepared for the Agency to conduct an Operational Readiness Review approximately two (2) weeks prior to the operations start date, as outlined in the RFP. We will coordinate directly with BMS to schedule the review and provide all requested documentation and demonstrations in advance.

ORR Scope and Focus Areas

The Operational Readiness Review may include, but is not limited to, evaluation of the following elements:

Call Center Functionality

Live demonstration of call flow handling for reservations, ride assistance, complaints, and after-hours calls

Reporting from our Automatic Call Distribution (ACD) system showing performance against Service Level Agreements

Staffing and Training

Confirmation that all required positions—such as Project Manager, Complaint Coordinators, Appointment Verification Specialists, and Claims Processors—are fully onboarded and trained

Training documentation covering NEMT policies, call scripts, complaint handling, and trip validation

Provider Network

Geographic coverage reports and fleet composition

Contracted NEMT provider documentation, including credentialing and inspection verification

Data Systems and Reporting

Demonstration of our transportation management platform's ability to capture and process trip, eligibility, complaint, and utilization data

Samples of required reports listed in Appendix 3 (e.g., R1–R27), ready for submission on Day 1 of operations

Member and Provider Communications

Final versions of member outreach materials, trip denial letters, and provider manuals

Verification of material readability and accessibility (including alternate formats and translation availability)

Policies and Manuals

Submission of final Operations Procedures Manual, Complaint Policies and Procedures Manual, Adverse Conditions Plan, and Business Continuity/Disaster Recovery Plan—all approved or under final review by BMS

Approval and Go-Live Authorization

Following the Agency's review, Modivcare will await written approval from BMS confirming that all readiness standards and submission requirements have been met. Modivcare will not begin operations until this written approval is received. If any follow-up actions are identified during the review, Modivcare will address them immediately and submit evidence of resolution to the Agency.

Modivcare views the Operational Readiness Review not only as a compliance requirement, but as a collaborative checkpoint that strengthens accountability, transparency, and service continuity ahead of launch.

A. Readiness Review Deliverables

1. The vendor's data systems as described in Appendix 2, Section IV.The vendor's information systems screen prints and logic.The vendor's brokerage process including, but not limited to, authorization, scheduling, dispatch, coordination, management, generation of denial letters, and reimbursement process.The vendor's NEMT Provider Network and Geographic Coverage Report as described in Appendix 1, Section II (D).Proof of the vendor's NEMT provider network sufficiency.

Operational Readiness Review – Systems and Network Submission Overview

As part of the Operational Readiness Review (ORR), Modivcare will submit a comprehensive package to the BMS for review and approval no later than two (2) weeks prior to the operational start date. This package will demonstrate our readiness to deliver all contractually required functions, including technology capabilities, brokerage operations, and statewide provider network sufficiency.

1. Data Systems (Appendix 2, Section IV):

Modivcare's data systems fully support the operational, reporting, and compliance requirements outlined in Appendix 2, Section IV of the RFP. These systems securely capture, store, and manage all data related to member eligibility, trip scheduling, provider information, and claims. Weekly member and provider eligibility files from the Bureau's Third Party Administrator are uploaded within two business days, and all data is reconciled for accuracy. The systems support encounter data reporting, monthly aggregate file submissions, and maintain audit-ready records as required by the contract.

2. Information Systems Screen Prints and Logic:

Modivcare will provide the Bureau with sample screen prints and logic diagrams of its information systems as part of the readiness review. These materials demonstrate how the platform supports eligibility verification, trip scheduling, dispatch, claims processing, and reporting. User interfaces are designed for clarity and efficiency, allowing staff to quickly access and update information while maintaining robust security and privacy controls.

3. Brokerage Process (Authorization, Scheduling, Dispatch, Coordination, Management, Denial Letters, Reimbursement):

The brokerage process is comprehensive and fully compliant with RFP requirements:

- **Authorization:** Screening and verifying member eligibility, medical necessity, and prior authorizations as needed.
- **Scheduling:** Efficient scheduling of trips using an automated platform, with support for single trips, standing orders, and urgent requests.
- **Dispatch:** Assigning trips to the most appropriate NEMT provider based on location, vehicle type, and member needs, with real-time communication and contingency protocols for delays or emergencies.
- **Coordination & Management:** Ongoing monitoring of trip status, provider performance, and member satisfaction, with robust quality assurance and corrective action processes.
- **Denial Letters:** Automated generation and timely delivery of denial letters to members and providers, including clear reasons for denial and appeal rights, as required by the contract.
- **Reimbursement:** Timely and accurate reimbursement to NEMT providers, with electronic claims submission, validation, and payment within 30 days for clean claims.

4. NEMT Provider Network and Geographic Coverage Report (Appendix 1, Section II(D)):

Modivcare submits a detailed NEMT Provider Network and Geographic Coverage Report at least thirty (30) calendar days before the start of operations, as required. This report includes:

- The number and types of vehicles operated by each provider.
- Geographic areas covered, down to the county level, including adjacent states as applicable.
- Letters of commitment from providers.
- Contingency plans for peak demand, weather events, and provider unavailability.
- Identification of providers for specialized services (e.g., bariatric transport).

5. Proof of Provider Network Sufficiency:

To demonstrate network sufficiency, Modivcare provides:

- A comprehensive list of contracted NEMT providers, vehicle counts, and driver rosters.
- Documentation of provider credentialing and compliance with all contract requirements.
- Evidence of statewide coverage, including rural and high-need areas.
- Ongoing monitoring and monthly reporting to document continued adequacy and compliance.

This readiness package confirms that BMS can validate our systems, logic, operations, and network capabilities prior to approving operational Go-Live. Modivcare welcomes BMS walkthroughs or demonstrations during the readiness review period.

B. Call Center Readiness Requirements

As part of the readiness review, the vendor should demonstrate to the Agency that the vendor's call center meets all contract requirements, including reporting capabilities, compliant with reporting requirements included in Appendix 3 (Reporting Requirements). The vendor's data system should meet and/or demonstrate compliance with all contract requirements, including, but not limited to, the following: The vendor's data collection.

Readiness Review – Call Center & Data System Compliance

As part of the operational readiness review, Modivcare will demonstrate to the Bureau that our call center operations and underlying data systems meet all contract requirements.

Call Center Demonstration

Operational Metrics & Reporting: We will present real-time dashboards and sample Bureau-specific reports showing call volume, abandonment rates, average speed of answer, and other SLAs (Appendix 3).

Staffing & Training: We will provide training records and role-based competency checklists for each call-center position, plus staffing models that confirm adequate coverage for peak and off-peak periods (Appendix 1, Section XI (H)).

Data System Compliance

Modivcare's platform will be showcased against each of the following requirements:

- **Data Collection** – Live demonstration of trip intake, member demographics, authorization, and service-delivery data feeds.
- **Member Information Retrieval** – Screens showing how member profiles (eligibility, prior trips, special instructions) are retrieved and displayed at agent workstations.
- **Override & Special Instructions Display** – Examples of Bureau-issued overrides and custom instructions surfaced on the call-center UI.
- **Eligibility Determination** – Walk-through of real-time eligibility checks against the Medicaid recipient database.
- **Denial-Letter Generation** – Automated generation of denial notices for members with customizable templates.
- **Web-Based Provider Inquiry** – Access and navigation of the online portal for NEMT providers, including trip status look-up and reporting modules.
- **Quality Control & Edits** – Built-in validation rules and edit checks (e.g., duplicate trips, fare calculations) with exception-reporting workflows.
- **Reporting Capabilities** – Demonstration of ad-hoc and scheduled report exports, including all Bureau-specific formats (Appendix 3).
- **Staff Training Records** – Evidence of completion for data-system and call-center application training, including post-training assessments.
- **Staffing Models** – Organizational charts, shift schedules, and staffing ratios that align with Appendix 1, Section XI (H) requirements.

All demonstrations will be conducted live at a Bureau-scheduled readiness review session. Modivcare will supply supporting documentation (screen captures, training logs, report samples) in advance for Bureau review.

C. Remediation & Start-Up

The vendor should have an opportunity to make corrections (if necessary, as determined by the Agency) prior to operational start date and may be required, upon request of the Agency, to submit documentation to the Agency verifying that corrections have been made. Two (2) weeks prior to the scheduled operational start date, the vendor should begin taking calls for requests for NEMT Services that are scheduled to be provided on or after the scheduled operational start date.

Pre-Launch Corrections & Call-Taking

Modivcare acknowledges that, as part of the operational readiness process, the Bureau may identify areas requiring correction prior to the operational start date. If any such corrections are necessary, Modivcare will promptly address each item and, upon request, submit documentation to the Bureau verifying that all corrections have been completed.

Modivcare acknowledges the RFP provision regarding a two-week pre-operational period for taking NEMT service requests prior to the official start date. However, as Modivcare is already handling calls and managing NEMT service requests for the Bureau, this "soft go-live" period is not applicable. Our call center and operational teams are fully established and currently supporting members, providers, and stakeholders. We remain committed to maintaining seamless service continuity and confirming that all contract requirements are met from day one of the new contract period.

IV. Data Systems Requirements

A. Eligibility Verification

Each week, the vendor should expect the Agency Third Party Administrator (TPA) to provide the vendor with member and provider extract files. The member extract file should contain eligibility information for all people enrolled in the Agency programs who are eligible to receive NEMT benefits. The provider extract file should contain eligibility information for all providers enrolled with the Agency. The vendor should upload the weekly member and provider extract files within two (2) business days after receipt. The vendor should expect the Agency to identify a contact person in situations where eligibility needs additional verification or information. In addition, the vendor should expect the Agency to provide the vendor with limited access to the West Virginia Medicaid Management Information System (MMIS) Automated Voice Response System (AVRS) and/or electronic system to verify member eligibility as needed for eligibility changes made between extract files.

Weekly Eligibility File Processing & MMIS Access

Modivcare will receive weekly member and provider extract files from the Bureau:

- **Member Extract File:** Eligibility data for all Medicaid enrollees entitled to NEMT benefits.
- **Provider Extract File:** Enrollment information for all West Virginia Medicaid NEMT providers.

Modivcare will continue to upload both extracted files to our systems within two business days of receipt. We acknowledge that the Bureau has designated a contact for any instances requiring additional eligibility verification or supplemental information.

Furthermore, Modivcare will continue to maintain limited access to the West Virginia MMIS Automated Voice Response System (AVRS) and/or the Bureau's electronic eligibility system. This access supports real-time member eligibility verification for changes occurring between weekly extract file updates.

B. Data Capture

The vendor should capture and retain data used to administer the NEMT Brokerage Program. The data captured and retained should be sufficient to meet contract requirements, including reporting requirements included in Appendix 3 (Reporting Requirements). The vendor should manually enter eligibility data for Agency Members, including name and member ID number. The vendor should reconcile the information entered manually against the weekly member eligibility extract file to ensure that the information in the vendor's system is accurate.

Modivcare's proprietary transportation management platform captures and retains all data required to administer the Bureau's NEMT Brokerage Program, including operational, eligibility, and service-delivery records needed for contract compliance and Appendix 3 reporting. Each weekly member and provider extract file is loaded into the platform, and all data feeds (trip transactions, demographic updates, eligibility changes) are archived for historical reporting and audit purposes.

When a new Medicaid member is not present in that week's extract, our customer service representatives can manually enter the member's name, Medicaid ID number, and any additional eligibility details obtained via MMIS/AVRS or other Bureau-approved sources. Upon entry, the platform automatically reconciles the manually added

record against the next weekly member extract file, flagging any mismatches for CSR review so that our database always reflects the most current, accurate eligibility information.

C. Encounter Data

The vendor should provide the Agency with a monthly aggregate file of detailed encounter data on each trip made on behalf of Agency Members. The transactions should comply with "HIPAA Rules", meaning the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160, which can be found at: https://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol1/pdf/CFR-2011-title45-vol1-part160.pdf, and Part 164, which can be found at: https://www .gpo.gov/fdsys/pkg/CFR-2011-title45-vol1/pdf/CFR-2011-title45-vol1- part164.pdf, and state code/policies referenced in Appendix 1, Section 1, of the RFP. The file should contain, but not be limited to, the following dataelements: Member ID number. Member name. Date of service. NEMT service type. Cost of service. Number of units provided. The vendor should submit the monthly aggregate file and a summary report to be used for reconciliation purposes to the Agency by the 15th of the following month. The summary report should balance the detailed aggregate file.

Monthly Encounter Data Reporting & Reconciliation

Modivcare delivers to the Bureau, by the 15th of each month for the prior month's activity, a HIPAA-compliant aggregate file of detailed encounter data for every NEMT trip provided, together with a balancing summary report. Secure transmission and data handling adhere to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164 and applicable West Virginia statutes and policies (Appendix 1, Section I).

File Contents

Each monthly aggregate file includes, at minimum, the following fields for every trip:

- Member Medicaid ID number
- Member name
- Date of service
- NEMT service type
- Cost of service
- Number of units provided

Delivery & Format

Files and summary reports conform to the Bureau's specifications (e.g., CSV, fixed-width or XML) and transmit via secure FTP or encrypted email, per Bureau preference. Encounter data is de-identified where permitted or, if containing PHI, protected under Modivcare's end-to-end encryption and access controls.

Summary Report & Reconciliation

The summary report tallies totals by service type, cost, units, and member counts, reconciling exactly with the detailed aggregate file.

Any discrepancies identified during reconciliation are documented, investigated, and corrected in a follow-up submission within five business days of report delivery.

By following this process, Modivcare furnishes the Bureau with timely, accurate, and fully compliant encounter data that supports program oversight, financial reconciliation, and quality-management activities.

D. Audit

The vendor should provide the Agency or their designee and federal personnel with access to the vendor's systems, source code, and facilities to conduct audits and inspections. The Vendor should provide access to data, systems, and documentation required by auditors and inspectors. Access should include, but not be limited to, all equipment, systems, and communications software necessary for the Agency or their designee to obtain utilization information. The vendor should use software to calculate mileage. The vendor should be responsible for the accuracy of the calculation and should represent such in audit or legal proceedings.

Audit Access & Inspection

Modivcare grants the Bureau, its designees, and federal personnel full access to Modivcare's facilities, systems, source code, communications software, and equipment to perform audits and inspections. We provide any data extracts, system interfaces, and supporting documentation that auditors or inspectors request, up to and including raw utilization feeds from our platforms.

Mileage Calculation Accuracy

Modivcare uses industry-standard geocoding engines and licensed mapping datasets to compute trip mileage. Modivcare accepts responsibility for the precision of those calculations and presents them as authoritative evidence in any audit or legal proceeding.

E. Web-Based Inquiry System

The vendor should establish and maintain a secure, web-based inquiry system for NEMT providers to access NEMT Services trip authorization information. This system should provide access to the status of all trip requests. The vendor should provide technical assistance and training to NEMT providers regarding use of the web-based inquiry system. The vendor's web-based inquiry system should comply with the following: The web-based inquiry system should conform to the security and privacy policies and standards set by the organization consistent with 45 CFR §155.260(b); define security and privacy roles and responsibilities, which can be found at: https://www.gpo.gov/fdsys/pkg/CFR-2014-title45-vol1/pdf/CFR-2014-title45-vol1-sec155-260.pdf, and state code/policies referenced in Appendix 1, Section 1, of the RFP. Web-based screens are to conform to the requirements for readability set forth in the Americans with Disabilities Act (ADA), which can be found at: https://www.ada.gov/law-and-regs/design-standards. The screens are to provide the following information. Summary of trips for a date range. Summary of trips by a member for a date range. Details of trips by request tracking number.

Web-Based Inquiry System for NEMT Providers

Modivcare maintains a secure, web-based inquiry portal that grants NEMT providers real-time access to trip-authorization information and current request status. The portal features role-based access controls, multi-factor authentication, and is built to comply with:

- **45 CFR §155.260(b)** security and privacy policies and standards, with clearly defined user roles and responsibilities, and West Virginia statutory requirements (Appendix 1, Section I)
- **ADA readability requirements** for all interface elements

Key Functionality

Trip Summaries by Date Range - Aggregate counts and status indicators for all scheduled trips within a selected period

Member-Level Trip Summaries - Filtered view of all trips for an individual Medicaid recipient over a defined date range

Trip Details by Request Tracking Number - Full itinerary, authorization details, and status history for a specific trip record

Technical Assistance & Training

- Initial orientation webinars walk provider staff through portal features and compliance safeguards
- A downloadable user guide with step-by-step instructions and annotated screen captures
- Quarterly review sessions with Provider Relations to address advanced topics and system updates
- Toll-free helpdesk support for on-demand troubleshooting and live assistance

Through these measures, Modivcare equips NEMT providers with secure, accessible, and fully compliant tools to manage trip authorizations and monitor service delivery in real time.

V. Business Continuity and Disaster Recovery Plan

The vendor's Proposal should include a Business Continuity and Disaster Recovery Plan to be approved by the Agency that details the vendor's process to enable the vendor to continue to meet all requirements of the Contract in the event of a failure of the Agency's or the vendor's data, communication or technical support systems. The plan should include, but not be limited to, a process for back-up of the vendor's data systems, phones, and electronic media records in an appropriate location that is protected against fire, theft or disaster. The vendor should describe how its back-up system minimizes the potential for loss of data. At least thirty (30) calendar days prior to the operational start date, the vendor should submit a final Business Continuity and Disaster Recovery Plan to the Agency for review and approval. The vendor should not begin operations without an Agency-approved Business Continuity and Disaster Recovery Plan. The vendor should review, update, and obtain Agency approval of the Business Continuity Plan and Disaster Recovery Plan at least annually.

Business Continuity & Disaster Recovery Plan

Modivcare maintains a comprehensive Business Continuity and Disaster Recovery (BC/DR) Plan that describes the steps we take to continue meeting all contract requirements in the event of a failure of Bureau or vendor data, communications or technical support systems.

Scope and Governance

A designated BC/DR Team Leader oversees three functional teams—IT Recovery, Production Recovery and Support—and coordinates with our Emergency Response Team under HIPAA Security Rule protocols. The BC/DR Plan receives a formal review and update at least once each calendar year.

Backup & Recovery Processes

Data Systems: Nightly full-image backups plus transaction-log archives are stored in a geographically separate, fire-resistant facility with redundant network connectivity.

Telephony & Communications: All call-center hardware is protected by uninterruptible power supplies (UPS) and on-site generators. Telephony systems replicate call data in real time to a secondary data center. In an outage, calls roll over automatically to alternate Modivcare centers.

Electronic Media & Records: Critical hard-copy documents (or exact digital conversions) are retained off-site under secure, theft-resistant conditions.

Backup Recovery

Modivcare's disaster recovery strategy includes robust backup and recovery measures for our call centers, which

operate 24/7. We have implemented battery backup systems to prevent power failures, and if there is a significant disruption, we can instantly reroute calls to one of our other operations centers. This process assures no data loss or downtime, allowing us to maintain service continuity for our members.

Disaster Recovery Tasks

The following table provides a high-level summary of how we maintain business continuity during a disaster.

Task	Standard Process
Determine that a disaster may occur or has been declared.	As soon as Modivcare becomes aware of any potential threat to business (weather, national event), we proactively prepare for the service disruption or begin the process immediately in the event of an emergency. Modivcare can switch operation centers within seconds of any emergency, which is a distinct differentiator from our competitors
Communicate to corporate personnel that a disaster has or may occur.	If the event is a potential threat, the process begins immediately. Modivcare monitors the weather and prepares employees for working late or staying in nearby hotels. Modivcare begins the team discussions of the "what if" scenarios. For unplanned events, Modivcare immediately calls our IT helpdesk to switch all requests to our backup center and schedules a meeting with the appropriate parties.
Schedule a conference call with all required parties	Using emergency contact numbers for all required parties, Modivcare schedules a call immediately. Local leaders will work with IT to prepare for the event and confirm telecommunication systems are ready to manage the extra capacity in the backup call centers.
Confirm adequate staff on hand to meet requirements	During inclement weather or an emergency, management is responsible for providing vital operations while considering the safety of employees and overseeing the resumption of operations and services. To secure adequate staffing, management will: • Solicit voluntary overtime for the anticipated date to increase the employee pool to cover possible open shifts • Consider alternative transportation arrangements at Modivcare's expense for employees who might not be able to make it work, e.g., taxi transportation or the use of company vehicles to shuttle employees • In coordination with the Program Manager or his/her designee, implement the Emergency Response Team • Line up remote employees who can log into the phone system and take calls remotely • Consider the possibility of routing specific call queues to another Modivcare office to assist with incoming calls • As a last resort, arrange for the transfer of calls to an alternate call center. Sites listed as Disaster Recovery failover locations are cross-trained for handling re-routed calls

Notify customers once a recovery plan is in motion	BMS will be notified immediately, while callers will be unaware of re-routed calls, as all calls will be automatically answered in the backup customer service center. Depending on the emergency type, Modivcare will proactively: • Use an automated phone messaging system, text messaging, and/or alerts on our website to communicate with members, if needed • Work with providers to confirm critical transportation services will be maintained • Contact facility representatives to understand which facilities might be closed so scheduled trips can be rescheduled or cancelled

Failure / Emergency Backup Plan

Phone system failure or data line failure at the center or remote office	Duplicate systems and data lines take over. If those fail, phone calls are re-routed to another center or office. Service Technician is dispatched. Users in a remote center or office handle calls until the phone system or data line is repaired. Users access applications directly or via Citrix.
An emergency requiring the office to be shut down temporarily	Reote employees log into West Virginia's phone system to take calls for BMS. Users access applications directly via available Citrix systems hosted in hardened network operations centers.
Power failure at the center or remote office	UPS backup systems protect all coputers and local hardware. Employees at offices without generators will start powering down hardware while calls are rerouted to another location until power is restored.

Fail-Over Mechanisms

Server & Storage Clusters: Mission-critical servers fail over to a hot-standby cluster or, if necessary, to a secondary data center. In a catastrophic event, backups are restored to "hot" recovery servers; transaction logs bring data within minutes of the failure point.

Geographic Rollover: Should a primary call center or office become unusable (fire, flood, power loss), inbound calls, data processing, and CSR workloads shift automatically to one of our 18 nationwide centers via our cloud-based telephony and Citrix environments.

Minimum Data Loss – Backup schedules and redundant architectures limit potential data loss to no more than 15 minutes of transaction data under all failure scenarios.

Plan Submission & Approval

The final, contract-specific BC/DR Plan is delivered electronically and in hard copy to the Bureau for approval at least thirty (30) calendar days before the operations start date.

Through these measures, Modivcare confirms continuous program operation and rapid recovery from any disruptive event.

Letter of Commitment

Letter of Commitment

To the Evaluation Committee,

As Modivcare's West Virginia Project Manager, I am honored to close this proposal with a pledge of commitment to the people of our state and to the Bureau for Medical Services (BMS).

Since 2018, I have witnessed firsthand the dedication of our Charleston-based team and our network of providers who deliver safe, reliable transportation across all 55 counties. Together with BMS, the Bureau for Behavioral Health, and Jobs & Hope WV, we have removed barriers to care, supported individuals in recovery, and helped West Virginians reach the services they need to live healthier, more independent lives.

As a lifelong West Virginian, I am proud of what our team has achieved — and excited for what we can do together in the next contract term. We are committed to building on our successes, listening to the voices of members and stakeholders, and continuing to innovate in ways that improve outcomes and safeguard program integrity.

Over the past seven years, we have:

Expanded the Jobs & Hope WV program from 125 trips per month to more than 14,000, enabling participants to access training, treatment, and employment opportunities.

Maintained a 99.9% complaint-free trip record while coordinating over a million trips annually.

Partnered with the Bureau for Behavioral Health to improve access to substance use disorder treatment and recovery services.

Established a BMS-approved Advisory Committee, giving members, providers, and community stakeholders a direct voice in shaping program improvements.

These accomplishments reflect the strength of our partnership with BMS — and the potential for even greater impact in the years ahead.

You have my commitment that Modivcare will remain a responsive, transparent, and collaborative partner to BMS. Together, we will continue strengthening this program so that every member receives the safe, timely, and dignified transportation they deserve.

With gratitude,

Joshua M. McGill

Project Manager – West Virginia

Modivcare



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Attachment 1_Subcontracts

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PROPIO LANGUAGE SERVICES AGREEMENT

Propio LS, LLC, ("Propio") and Modivcare Inc., on behalf of itself and its wholly-owned subsidiaries and affiliates ("Client"), agree that the terms and conditions shown below will apply to services provided by Propio.

TERMS OF SERVICE

1. TERM OF AGREEMENT. This Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three years. Upon the expiration of the initial three-year period, this Agreement will be automatically renewed for one-year periods unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the current contract.

2. FEES. During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth in Attachment B, Rate Sheet, incorporated herein by this reference. Document and website translation services and other content/language related services such as subtitling, closed captioning, voiceover, transcription, localization engineering, document 508 compliance, software development, and braille translation and/or printing; along with interpreting services such as simultaneous conference/event interpretation, CART, tactile or gesture sign language, or Certified Deaf Interpreter services will be scoped and bid upon request.

3. PAYMENT TERMS. Client agrees to pay all properly invoiced charges for Interpreting, Translation, or other Language Services (the "Services") within 45 days of the invoice date. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. On occasion, not all End User Data associated with a call may be collected for multiple reasons, including the refusal or inability of the caller to provide the requested information. Missing End User Data will not be reason to deny payment of service to Propio for services that have been rendered. Invoices will be sent to the Client billing address shown in Attachment A, or to such other address as Client may specify by giving written notice to Propio. Client agrees to report any invoice disputes within 45 days of the invoiced date. Propio shall not be considered liable for any dispute reported after 45 days from invoiced date, if and to the extent Propio was unaware of any inaccuracies or alleged inaccuracies in the invoice(s).

4. USE OF SERVICE. Client represents that Client will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation. Client will indemnify, defend and hold Propio, its affiliates, and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.

   Client agrees that all translation orders approved by its staff are considered billable. Client shall be solely and fully responsible for charges resulting from approved translation orders either approved in Propio's online platforms or by email, whether or not such use is authorized. The Client agrees not to disclose translation platform access to other parties unless prior written approval from Propio is received.

5. UNAUTHORIZED USE OF SERVICE. Client agrees that Propio may consider calls from Client's staff to Propio as authorized to receive billable interpreting services. Client shall be solely and fully responsible for charges resulting from interpreting calls directed to Propio from its staff, whether or not such use is authorized. The Client agrees not to disclose the phone number to other parties unless prior written approval from Propio is received. Propio agrees to promptly advise Client if it has reason to believe any calls are unauthorized.

6. REIMBURSEMENT: Client may on occasion request Propio staff to travel. Client and Propio must agree and approve the expenses to be reimbursed in full, prior to travel arrangements being made.

7. LIMITED WARRANTIES; INSURANCE.
   A. Propio will perform Interpreter, Translator, or Language Services in a professional manner and in accordance with customary industry standards for these Services. Propio represents and warrants that all of its staff used to perform the Services have: (i) successfully passed criminal, character, and sanction and exclusion background checks; (ii) the requisite qualifications, certifications, experience, and licenses (if and when required by law) to perform the Services; and (iii) no known issues that pose a safety or security risk to Client or its staff or any recipient(s) of its services. Except as otherwise set forth in this Agreement, Propio makes no representation, warranty, or guarantee, express or implied, about Interpreter, Translator, or Language Services. Propio does not warrant the availability of interpreters or translators at all times, and Propio specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Client recognizes that over-the-phone consecutive interpretations may not be entirely accurate in all cases. Propio will disable all call recordings for each Client account.
   B. Propio represents and warrants that it has commercial insurance policies that cover any and all act or omissions under this Agreement, including but not limited to general liability, cyber liability, and professional liability. Proprio further represents and warrants that is coverage limits for each of its policies are commercially reasonable and agrees that said coverage would cover any third party claims based on acts or omissions under this Agreement, regardless of whether the third party claim is raised after the expiration of this Agreement. Proprio represents that said cyber and professional liability policies each have a minimum coverage limit of $1,000,00 per occurrence/claim and agrees to promptly provide a copy of its declaration page upon Client's request.

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8. LIMITATION OF LIABILITY.
   A. For purposes of the limitations of liability set forth in this section, "Propio" shall be deemed to include Propio, its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers, interpreters, and translators (whether employees or independent contractors), and "damages" will refer collectively to all injury, damage, loss or expense incurred.
   B. Except for obligations under section 3 (Payment Terms) and excluding non-insured claims and claims sounding in gross negligence, intentional tort, or reckless acts or omissions, and to the extent not prohibited by applicable law:
      a. Each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the lesser of
         i. The amount paid by Client within the previous 12 months for the interpreter, translator, or language services or $10,000
      b. Neither party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantages), however, it arises, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

9. FORCE MAJEURE. A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

10. CONFIDENTIALITY. Propio will not disclose any information derived from Client's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information, which is or becomes generally known to the public through no act or omission of Propio. If Propio, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then Propio, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder. Propio agrees to execute Client's business associate agreement prior to performing any Services or receiving any protected health information or personally identifiable information (as those terms are used under the Health Insurance Portability and Accountability Act) and comply with Client's policy, procedures, and practices for protecting the safety and security of Client's members/patients personal and protect health information.

11. NON-SOLICITATION. Client agrees that for one year after termination, whether voluntary or involuntary, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit any employees of Propio or any of its subsidiaries or affiliates who have performed services for Client under this Agreement or other interfere with the employment relationship between Propio and its employees who have performed services for Client under this Agreement. b) Client also agrees not to solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Propio's, with whom the Client has access to during the course of this Agreement, to terminate or alter their relationship with Propio.

12. RECORDING POLICY. As an electronic communications service provider, Propio LS, LLC, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Propio personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service. This Section 12 does not circumvent the call recording Client consent requirement under Section 7(A).

Propio is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, as such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Propio does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a court-ordered subpoena. Prior agrees to promptly advice Client if and when it gets a legal request for release of call recordings, records, or any other confidential, protected, or personal information of Client or individuals who receive services from Client. Propio also agrees to allow Client to submit or file legal objections to stop or limit the disclosure of said requested information.

13. NOTICES. All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment A and will be effective upon receipt.

14. ASSIGNMENT. Client may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Propio.

15. TERMINATION.
   A. If (i) Client fails to pay any charge when due and the failure continues for ten (10) business days after receipt by Client of written notice of the failure from Propio or (ii) Client fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Client of written notice of the failure from Propio, then in either case Client shall be in default and Propio may terminate this Agreement and exercise any available rights or remedies.

   B. If either party fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from the other party, the breaching party shall be in default, and the non-breaching party may terminate this Agreement and exercise any available rights or remedies.

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C. Either party may terminate this Agreement for convenience/without cause at any time upon sixty (60) days prior written notice to the other party.

16. **ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement, is held to be invalid, void, or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

17. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement by which their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.

18. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Propio to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Propio, its affiliates, or their respective successors.

19. **CHOICE OF LAW.** Delaware law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.

20. **DEFINITIONS.** Interpreter: a person who orally or using American Sign Language interprets from one language to another, Translator: a person who translates written text from one language into another, End User Data: data unique to the client organization, their employees, or the people they serve, Language Services: services that assist in communicating between different languages, including translation and interpretation.

21. **INCORPORATION OF ATTACHMENT.** Attachment A (Client Contact & Profile Information), Attachment B (Rate Sheet), Attachment C (Business Associate Agreement), and Attachment D, Equipment Lease Agreement are incorporated herein.

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on all attachments incorporated herein.

Modivcare Inc.	**Propio LS, LLC**
Accepted by: Rebecca M Orcutt	Accepted by: Christopher Pesce
Signature	*Signature*
Rebecca M Orcutt, Chief Accounting Officer	CFO/Christopher Pesce
Type or Print Name and Title	
Mar 28, 2023	03 / 27 / 2023
Date	*Date*

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Attachment A
CLIENT CONTACT & PROFILE INFORMATION

Complete this and send a copy of it and the signed Interpreter Services Agreement to:

Propio LS, LLC. Or **fax to: 866-231-8176**
C/O Julian Van Dyke
10801 Mastin Street, Suite 580
Overland Park, KS, 66210-1214 **Or email all pages to:** jvandyke@Propio-LS.com

Organization Name: Modivcare, Inc.

Billing Contact Person: Responsible for billing correspondence including monthly invoices, billing & payment inquires

Name: Jiamei Zhang Title: AP Manager
Phone: Fax:
Billing email 1: accountspayable@simplura.com
Billing email 2: jzhang@simplura.com
Street address: 70 Sunrise Hwy suite 520
City, State, Zip: Valley Stream, NY 11581

Communication Contact Person: Responsible for communication correspondence involving training resources, monthly messages, urgent notifications, etc.

Name: Bekah Corns Title: Senior Director of Quality Assurance
Phone: 513-479-3885 Fax:
Email: Bekah.corns@modivcare.com

Indicate the interpreter skill set to match client's service/industry.
Select one:
☒ Medical ☐ Legal ☐ General

Billing intake to be obtained for each service and provided on invoice for client's internal auditing purpose. Please note intake reporting is based on end-user response and is not guaranteed.

Examples of intake are as follows:

- **Caller's first & last name**
- **Caller's location**
- **Patient's last name only**

Please indicate up to three intake questions your staff will be able to provide a response to:

1. Caller's first & last name
2. Caller's branch location
3. Patient's last name

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propio

Attachment B
RATE SHEET

Interpreting Services:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	$0.45	Per minute
Non-Spanish*	$0.70	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	.10¢	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	$0.75	Per minute
Non-Spanish*	$0.75	Per minute
American Sign Language (ASL)	$1.45	Per minute

1. **ON-DEMAND OVER-THE-PHONE INTERPRETATION**
   a. Propio provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.

   b. On-demand over-the-phone medical translation services will be available 24/7, 365 days/year at the above-rates.

   c. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Propio connects participants with a first in queue process.

   d. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call. Notwithstanding the preceding sentence, average connection time to interpreter for Core Languages Spoken (defined below) will be less than 30 seconds with average connection time to interpreter for Common Languages (defined below) not to exceed 120 seconds.

   e. Each call placed internationally will incur an additional charge.

2. **SCHEDULED OVER-THE-PHONE INTERPRETATION**
   a. Clients may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time–whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.

   b. Service requests should be placed a minimum of 24 hours in advance.

   c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. **ON-DEMAND VIDEO INTERPRETATION**
   a. On-demand video interpretation is performed on the Propio One platform.

   b. Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.

   c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4. **ONSITE/IN-PERSON CONSECUTIVE SERVICES**

   a. Onsite/In-Person services are billed on a monthly basis. Billing for spoken language services are based on the designated minimum (2 hours) or time worked, whichever is greater. The designated minimum for American Sign Language is the requested duration, established minimums (2 hours) or time worked, whichever is greater. Services performed in excess of the defined minimum will be billed in 15-minute increments thereafter.

   b. Scheduled business hours are 8:00 a.m. – 5:00 a.m. CST, Monday through Friday. Premiums are charged, in addition to the standard rate, for request that are outside scheduled business hours, on federal holidays or for spoken language requests placed less than 24 hours in advance and ASL requests not placed 48 hours in advance of the requested start time.

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c. Services not cancelled with 24 hours' minimum cancellation notice will result in the designed minimum being charged.

d. Mileage is billed at the current IRS rate and parking is reimbursed at cost, if applicable. All other expense requires prior client approval.

e. Core Spoken Languages: Arabic, Cantonese, French, Haitian Creole, Japanese, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Tagalog, and Vietnamese.

f. Common Spoken Languages: Bengali, Burmese, Dari, Farsi, Gujarati, Hebrew, Hindi, Italian, Kinyarwanda, Nepali, Punjabi, Ukrainian, Urdu, Somali, Swahili, and Turkish. Language of limited diffusion or rare/endangered languages can be quoted upon request.

5. VIRTUAL SERVICES.
Clients may schedule requests with most commercially available platforms (i.e., Teams, Zoom, etc.). The terms and conditions as outlined in Section 4, Onsite/In-Person Consecutive Services will apply to virtual requests. Links to access the virtual encounter, including passwords and pertinent access directions. should be provided when requesting services. Failure to provide the necessary access information prior to the encounter does not impact the minimum cancellation notice or subsequent charges.

Other services can be scoped and bid upon request.

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Attachment C

BUSINESS ASSOCIATE AGREEMENT
FOR THE PROTECTION OF CONFIDENTIAL HEALTH INFORMATION
IN COMPLIANCE WITH HIPAA

This Business Associate Agreement ("BAA") is entered into as of March 27th, 2023 ("Effective Date"), by and between MODIVCARE, as defined below, and Propio LS, LLC ("BUSINESS ASSOCIATE") to comply with the regulations at 45 CFR Parts 160-164 promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 , and the Health Information Technology for Economic and Clinical Health Act ("HIPAA Regulations").

Whereas, MODIVCARE and BUSINESS ASSOCIATE may enter into or are parties to a pre-existing agreement (the "Agreement"), pursuant to which BUSINESS ASSOCIATE provides or will provide services to MODIVCARE; and
Whereas, in connection with services provided under the Agreement, MODIVCARE may make available to BUSINESS ASSOCIATE certain Protected Health Information that is confidential and must be afforded special treatment and protection under the HIPAA Regulations; and
Whereas, pursuant to the HIPAA Regulations, MODIVCARE is required to obtain certain satisfactory assurances from BUSINESS ASSOCIATE concerning it protection, use and disclosure of Protected Health Information and this BAA is intended to provide such satisfactory assurances.

Now therefore, the Parties agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms used but not defined in this BAA shall have the meaning ascribed to them in the HIPAA Regulations, including, but not limited to, sections 160.103, 164.103, 164.304, 164.402 and 164.501.

a. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person under the HIPAA Regulations.

b. **Protected Health Information** ("PHI") has the same meaning as such term as defined in 45 CFR 160.104, = limited to the information created, received, transmitted or maintained by BUSINESS ASSOCIATE for or on behalf of MODIVCARE.

c. **Successful Security Incident** shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of Electronic PHI or interference in a system holding Electronic PHI.

d. **MODIVCARE**, collectively, the legal entities that have been designated as part of the Modivcare Affiliated Covered Entity pursuant to the Modivcare ACE Designation effective April 7, 2022, as amended from time to time.

2. **Limits on use and Disclosure of PHI.**

a. BUSINESS ASSOCIATE agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this BAA and that any uses or disclosures of PHI shall be in compliance with applicable federal and state privacy and security laws. BUSINESS ASSOCIATE may use or disclose PHI for the following purposes:

i. as reasonably necessary to perform the services described in the Agreement or as Required By Law; and

ii. for the proper management and administration of BUSINESS ASSOCIATE and to carry out its legal responsibilities provided that in the case of disclosures for such purposes: (i) such disclosures are Required By Law; or (ii) BUSINESS ASSOCIATE obtains in writing prior to making any such disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the third party, and (b) an agreement from the third party to immediately notify BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the PHI has been breached, in which case BUSINESS ASSOCIATE shall notify MODIVCARE as provided in Section 3 below.

b. **De-Identification**. BUSINESS ASSOCIATE is permitted to de-identify PHI in accordance with 45 CFR 164.514(a)-(c) provided that such de-identified data is used and disclosed solely for the purposes permitted in Section 2(a). and for no other purposes.

3. **Additional Obligations.**

a. **Limits on use and Further Disclosure.** BUSINESS ASSOCIATE agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Agreement, as amended by this BAA or by law.

b. **Safeguards**. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards, to prevent any use or disclosure of the PHI other than as permitted by this BAA. Without limiting the foregoing, BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. BUSINESS ASSOCIATE further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if MODIVCARE engaged in such activity. BUSINESS ASSOCIATE shall specifically comply with 45 C.F.R. Part 164, Subpart C (the Security Rule) as such regulations are amended from time to time. BUSINESS ASSOCIATE agrees to periodically complete a privacy and security survey, and/or attestation, or to allow MODIVCARE to conduct an audit of BUSINESS ASSOCIATE to assist MODIVCARE in monitoring BUSINESS ASSOCIATE'S compliance with this BAA. BUSINESS ASSOCIATE shall promptly address any deficiencies identified by such audit to MODIVCARE's reasonable satisfaction.

c. **Minimum Necessary.** BUSINESS ASSOCIATE shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure and shall implement policies and procedures to comply with the minimum necessary standard in the HIPAA Regulations.

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d. **Reports of Improper use or Disclosure.** BUSINESS ASSOCIATE shall report to MODIVCARE any use or disclosure of PHI not permitted by this BAA and any Successful Security Incident (each an "Incident") within two (2) business days after it is "discovered" (within the meaning of such term as used in 45 CFR 164.410(a)(2)). Such reports must be made to the designated MODIVCARE Privacy Compliance Officer at the following address: **hipaaofficer@modivcare.com.** BUSINESS ASSOCIATE shall implement reasonable policies and systems for discovery of Incidents, train its workforce members and agents to recognize and promptly report an Incident, and carefully document risk assessments and how any applicable exceptions are met. This section shall be deemed notice by BUSINESS ASSOCIATE of all other Security Incidents, for which no further reporting is required.

e. **Contents of Incident Notification.** BUSINESS ASSOCIATE's notification to MODIVCARE of an Incident must be in writing and include to the extent possible: (1) what happened, including the date of the Incident and date of discovery, if known; (2) the types of PHI that were involved; (3) any steps Individuals should take to protect themselves from potential harm resulting from the Incident; (4) what the BUSINESS ASSOCIATE is doing to investigate the Incident, to mitigate harm, and to protect against further Incidents; (5) contact procedures for Individuals to ask questions or learn additional information; and (6) any other information reasonably requested by MODIVCARE. The notice must also include the identification of each Individual whose has been or is reasonably believed to have been involved in the Incident, if available. If any of the required information is not available to BUSINESS ASSOCIATE at the time the Incident is required to be reported, BUSINESS ASSOCIATE shall provide such information to MODIVCARE promptly as it becomes available.

f. BUSINESS ASSOCIATE shall maintain complete records regarding the Incident for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to MODIVCARE promptly upon request. BUSINESS ASSOCIATE shall be responsible for all costs incurred in connection with an Incident, including but not limited to, any notifications, penalties, credit monitoring and/or other mitigation activities that MODIVCARE determines to be necessary or appropriate. BUSINESS ASSOCIATE will make itself, and any subcontractors, agents, or employees available to MODIVCARE at no cost to MODIVCARE to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where BUSINESS ASSOCIATE is named an adverse party to MODIVCARE.

g. **Subcontractors.** BUSINESS ASSOCIATE agrees that before any PHI is provided or made available to any Subcontractors, BUSINESS ASSOCIATE must enter into a subcontract with the Subcontractor that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.

h. **Right of Access to Information.** To the extent BUSINESS ASSOCIATE holds Protected Health Information in a Designated Record Set, BUSINESS ASSOCIATE will provide such access to MODIVCARE within five (5) calendar days of MODIVCARE's request and in accordance with all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make PHI contained in a Designated Record Set available to MODIVCARE for amendment within ten (10) business days of MODIVCARE's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

j. **Provide Accounting.** BUSINESS ASSOCIATE will document disclosures of PHI and information related to such disclosures as would be required for MODIVCARE or MODIVCARE's Clients to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. BUSINESS ASSOCIATE will provide such information to MODIVCARE within ten (10) business days of MODIVCARE's request.

k. **Access to Books and Records.** BUSINESS ASSOCIATE agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of MODIVCARE, available to MODIVCARE and to the Secretary upon request for the purposes of determining compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l. **Return or Destruction of Information.** Upon termination of the Agreement and this BAA, BUSINESS ASSOCIATE agrees to return or destroy, at MODIVCARE's election, all PHI. If return or destruction of some PHI is not feasible, BUSINESS ASSOCIATE agrees to provide MODIVCARE with written notice of the conditions that make the return or destruction of such PHI infeasible. Upon mutual agreement of the parties that return or destruction of such PHI is not feasible, BUSINESS ASSOCIATE further agrees to extend the protections of this BAA for as long as BUSINESS ASSOCIATE retains any PHI, and to limit any further use or disclosure to those purposes that make its return or destruction infeasible. For all other PHI, upon request, BUSINESS ASSOCIATE shall certify to MODIVCARE that the Protected Health Information has been returned or destroyed.

m. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable and at BUSINESS ASSOCIATE's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this BAA or applicable law.

n. **Sanction Procedures.** BUSINESS ASSOCIATE will develop and implement a system of sanctions for any Workforce member who violates the terms of this BAA or applicable law.

o. **Training.** BUSINESS ASSOCIATE will train its Workforce member on the requirements of this BAA, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to MODIVCARE upon request.

p. **Property Rights.** BUSINESS ASSOCIATE agrees that it acquires no title or rights to the PHI or any de-identified information created from PHI, as a result of this BAA.

q. **Delegation.** To the extent BUSINESS ASSOCIATE carries out one or more obligation(s) for MODIVCARE or that MODIVCARE has undertaken on behalf of any MODIVCARE client, under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE agrees to comply with the requirements of Subpart E that apply to MODIVCARE or such MODIVCARE client in the performance of such obligation(s).

r. **Request for Restrictions and Confidential Communications.** Upon receipt of a request from MODIVCARE, BUSINESS ASSOCIATE agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any Subcontractor as requested by MODIVCARE and in accordance with 45 CFR 164.522.

4. **Term and Termination.** The Term of this BAA shall commence as of the Effective Date, and shall terminate upon termination of the Agreement, when all of the PHI provided by BUSINESS ASSOCIATE to MODIVCARE or created or received by BUSINESS ASSOCIATE on behalf of MODIVCARE, is destroyed or returned to MODIVCARE, or, if it is not feasible to return or destroy, protections are extended to such information as provided in Section 3.l.

5. **Termination for Cause**. Upon MODIVCARE's knowledge of a material breach by BUSINESS ASSOCIATE of the terms of this BAA, MODIVCARE shall either:

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a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or to end the violation within a time specified by MODIVCARE. Should the BUSINESS ASSOCIATE not cure the breach nor end the violation within the time specified by MODIVCARE, MODIVCARE may terminate the Agreement and this BAA immediately without penalty; or

b. Immediately terminate the Agreement and this BAA if BUSINESS ASSOCIATE has breached a material term of this BAA and cure is not possible (as determined by MODIVCARE in its sole discretion); or

c. If neither termination nor cure is feasible, MODIVCARE may report the violation to the Secretary.

6. **Indemnification and Limitation of Liability.** BUSINESS ASSOCIATE shall indemnify and hold MODIVCARE harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses of any kind whatsoever, including, without limitation attorney's fees, witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any Incident or any breach or alleged breach of this BAA, HIPAA, the HITECH ACT, or the HIPAA Regulations by BUSINESS ASSOCIATE, its employees, agents, or subcontractors. To the extent BUSINESS ASSOCIATE has limited its liability under the terms of the Agreement by a maximum recovery for direct damages, disclaimer against any consequential, indirect or punitive damages or any other limitation, all such limitations shall not apply to BUSINESS ASSOCIATE's obligations under this Section 6 or any damages to MODIVCARE arising from BUSINESS ASSOCIATE's breach of its obligations under this BAA.

7. **Miscellaneous:**

a. **Binding Nature.** This BAA shall be binding on the parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this BAA.

c. **Other Applicable Privacy and Security Laws.** BUSINESS ASSOCIATE agrees to comply with other applicable privacy and security laws.

d. **Amendment.** BUSINESS ASSOCIATE agrees to take such action as MODIVCARE deems is necessary to amend this BAA from time to time to comply with the requirements of any of the HIPAA Regulations and other applicable privacy and security laws.

e. **Conflict.** In the event of any conflict or inconsistency between this BAA and the Agreement, this BAA shall control.

f. **Interpretation.** The terms of this BAA shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

g. **Independent Contractors**. BUSINESS ASSOCIATE and MODIVCARE agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation.

h. **Assignment**. BUSINESS ASSOCIATE shall not assign its rights or obligations under this BAA without the prior written consent of MODIVCARE.

i. **Off-shore Operations.** BUSINESS ASSOCIATE represents that neither it nor its agents or Subcontractors will transfer, access or otherwise handle PHI outside the United States without the explicit prior written permission of MODIVCARE. Irrespective of where it performs its services or is domiciled, or any other factors affecting jurisdiction, BUSINESS ASSOCIATE agrees, and shall require that its agents and Subcontractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States.

IN WITNESS WHEREOF, MODIVCARE, and BUSINESS ASSOCIATE have caused this BAA to be signed and delivered by their duly authorized representatives, as of the Effective Date set forth above.

For: MODIVCARE INC.

Date: Mar 28, 2023

Signature: Rebecca M Orcutt

Printed Name: Rebecca M Orcutt

Title: Chief Accounting Officer

For: Propio LS, LLC

Date: 03 / 27 / 2023

Signature: Christopher Pesce

Printed Name: Christopher Pesce

Title: CFO

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Audit trail

Title	17000 - Modivcare
File name	2023.03.27 - Modi...an Draft - FK.pdf
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Status	• Signed

Document History

SENT	**03 / 27 / 2023** 19:56:40 UTC	Sent for signature to Chris Pesce (cpesce@propio-ls.com) from clientservices@propio-ls.com IP: 23.228.174.241
VIEWED	**03 / 27 / 2023** 20:03:30 UTC	Viewed by Chris Pesce (cpesce@propio-ls.com) IP: 23.228.174.241
SIGNED	**03 / 27 / 2023** 20:04:39 UTC	Signed by Chris Pesce (cpesce@propio-ls.com) IP: 23.228.174.241
COMPLETED	**03 / 27 / 2023** 20:04:39 UTC	The document has been completed.

Rebekah Cross

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Final Audit Report 2023-03-28

Created:	2023-03-28
By:	Bekah Corns (bekah.corns@modivcare.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVKzvWm1Hk1cetOE3UUB2wwmBWQopj-6u

"17000_-_Modivcare-cpesce_propio-ls.com (002)" History

Document digitally presigned by Dropbox Sign
2023-03-27 - 8:04:48 PM GMT

Document created by Bekah Corns (bekah.corns@modivcare.com)
2023-03-28 - 7:43:12 PM GMT

Document e-signed by Bekah Corns (bekah.corns@modivcare.com)
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Document emailed to Rebecca Orcutt (rebecca.orcutt@modivcare.com) for signature
2023-03-28 - 7:45:57 PM GMT

Email viewed by Rebecca Orcutt (rebecca.orcutt@modivcare.com)
2023-03-28 - 7:46:21 PM GMT

Document e-signed by Rebecca Orcutt (rebecca.orcutt@modivcare.com)
Signature Date: 2023-03-28 - 7:48:14 PM GMT - Time Source: server

Agreement completed.
2023-03-28 - 7:48:14 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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AMENDMENT NO. 1

This first Amendment ("Amendment 1") dated as of April 30, 2025 ("Amendment Effective Date") is by and between **ModivCare, Inc.** (referred to as the "CLIENT" or "Modivcare") and **Propio LS, LLC**. (referred to as "**SUPPLIER**"), collectively referred to as the "Parties". Capitalized terms used herein have the meanings set forth in the Agreement.

WHEREAS, the Parties entered into a Language Services Agreement dated March 28, 2023, as amended and supplemented by an Addendum dated March 1, 2024 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to further amend the Agreement under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The Interpreting Services rates referenced in Attachment B of the Agreement and the Addendum shall be deleted in its entirety and replaced with the following:

Interpreting Services:

On-Demand Phone Interpretation (Exclusively U.S. Based Interpreters)		
Language	Price	Unit
Spanish	$0.55	Per minute
Non-Spanish*	$0.67	Per minute
On-Demand Phone Interpretation (Hybrid – Onshore & Off-Shore)		
Language	Price	Unit
Spanish	$0.45	Per minute
Non-Spanish*	$0.70	Per minute
LEP Direct Dial (Elective Options by Account		
Spoken Languages	$.10	Per minute (In addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	$0.75	Per minute
Non-Spanish	$0.75	Per minute
American Sign Language (ASL)	$1.45	Per minute

2. Except as specifically amended or supplemented herein, all terms and conditions of the original Agreement and Addendum remain in full force and effect.

3. This Amendment may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

ModivCare, Inc.	**PROPIO LS, LLC**
By: _____	By: Christopher Pesce
Name: Faisal Khan	Name: Christopher Pesce
Title: SVP, General Counsel & Secretary	Title: Chief Financial Officer
Date 07/07/2025	Date: 06/09/2025

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Modivcare Amendment - need signature

Final Audit Report 2025-06-09

Created:	2025-06-05
By:	Garrett Dunseth (garrett.dunseth@propio.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmV0X7shwu7qN2lTJpkzpzro8DHilbFw7

"Modivcare Amendment - need signature" History

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Signature Date: 2025-06-09 - 5:47:34 PM GMT - Time Source: server

Agreement completed.
2025-06-09 - 5:47:34 PM GMT

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Service Agreement

Vendor name and address: CyraCom International, Inc. ("Vendor") 2650 East Elvira Road, Suite 132 Tucson, Arizona 85756	Client name and address: ModivCare ("Client") 1275 Peachtree Street NE 6th Floor Atlanta, GA 30309
Services:	**Exhibit** (Exhibit attached hereto if box is checked): ☒ **A:** Over-the-Phone interpretation/OPI ☐ **A -1:** Leased Telephones ☐ **B:** Translation and Localization ☐ **C:** Interpreter Training and Evaluations ☐ **D:** On-Site Interpretation ☐ **E:** Video Remote Interpretation/VRI ☐ **E – 1:** Video Remote Interpreting Equipment ☐ **E – 2:** CyraCom Connect - Telehealth
CyraCom International, Inc.: J. Austin Wade By: Austin Wade (Sep 10, 2021 11:05 CDT) Print Name: J. Austin Wade Title: Senior Vice President Date: Sep 10, 2021	ModivCare: DavidDarkoMensah By: DavidDarkoMensah (Sep 14, 2021 08:33 EDT) Print Name: David Darko-Mensah Title: Director Network Engineer Date: Sep 14, 2021

Introduction. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Formation.** This Service Agreement ("Agreement") is formed between Vendor and Client. This Agreement replaces and supercedes any agreements previously in place between Vendor or either of its affiliates, CyraCom, LLC and Voiance Language Services, LLC. and Client or its listed facilities set forth on Exhibit F.

2. **Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services to Client and to any affiliate Facilities listed on Exhibit F. Client is not a current member of any Group Purchasing Organization ("GPO"). During the term of the Agreement if Client becomes an active member of any GPO it will be the responsibility of the Client to provide member information to Vendor along with a completed End User Agreement. Should Client not provide member information to Vendor it shall be deemed that Client has elected have a standalone agreement with Vendor and Client understands Vendor will not be reporting Client's usage to the GPO. Usage reporting will become effective the first full month after Client provides Vendor with a completed End User Agreement and valid Member ID.

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3. **Payment.** Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor will provide Client an one-half percent (0.05%) discount when payment is made via ACH within 10 days of invoice date. Vendor's preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client's next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.

3.1 Cyracom International, Inc. EIN: 36-4036218

If Sent Via ACH	If Sent By First Class Mail	If Sent Via Courier (e.g., Federal Express, United Parcel Service, Messenger)
Routing Number [redacted] Account: [redacted]	PO Box 74008076, Chicago, Illinois 60674-8076	Bank of America Lockbox Services CyraCom International, Inc. #74008076 540 W. Madison, 4th Floor Chicago, IL 60661

4. **Term and Termination.** This Agreement shall commence on the date by which: (i) all Parties have executed this document ("Commencement Date"), and (ii) a copy of the executed document has been delivered to Vendor; and shall terminate three (3) years from the Commencement Date, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. On the initial termination date, and on each successive anniversary of that date, this Agreement shall renew for one year. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party. The "Termination Date" of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party's notice of termination to the other party, or (ii) the date on which Vendor terminates Client's access to Services.

4.1 **Survival.** Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses) and 20 (Arbitration).

4.2 **Termination for Non-Payment.** Vendor may suspend PIN(s) and terminate the account if payment is not received within 60 days of invoice date.

5. **Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

6. **Insurance.** Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	$3,000,000.00
Products – Completed Operations Aggregate	$3,000,000.00
Each Occurrence	$2,000,000.00
Damage (Rented Property)	$2,000,000.00
Medical Expenses	$15,000.00

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6.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	$10,000,000.00
Worker's Compensation	$1,000,000.00

7. **Limited Liability.** Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

8. **Background Checks**. Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of any felony or misdemeanor less than ten (10) years prior to becoming Vendor's employee (unless a lesser time period is required by law) involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has identified as having resided, worked or attended school in the searched time period. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Vendor on a case-by-case basis.

9. **Confidentiality/Prohibited Uses.**

9.1. **Terms.** Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party's accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.

9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.

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9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.

9.4. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client's prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.

10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provided of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.

11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.

12. **Cost of Living Increase.** The contracted pricing may be increased by 3% at each anniversary of the contract effective date.

13. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.

14. **Marketing and Publicity.** Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.

15. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either Party may, in its sole and absolute discretion, terminate this Agreement upon the other party's breach or within ten (10) days of learning of the other party's breach. Any decision by either party to forego cancellation upon a breach by the other party shall not constitute a waiver of such party's right to terminate due to any subsequent breach.

16. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein.

To the Vendor	**To the Client**
Cyracom International, Inc.	Modivcare
2650 E. Elvira Road, Suite 132	1640 Phoenix Blvd., Suite 110
Tucson, Arizona 85756	Atlanta, Georgia 30349
Fax: (520) 745-9022	
Email: awade@cyracom.com with a copy to Contractsteam3@cyracom.com	Email: telecominvoicing@modivcare.com

17. **Equal Opportunity.** In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a)., Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

18. **Entire Agreement.** This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement

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represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.

19. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Arizona, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state and federal courts of Pima County, Arizona. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

20. **Arbitration.** The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply Arizona law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing party in any such arbitration shall be entitled to an award of attorneys' fees, expert witness fees and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.

21. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.

22. **Force Majeure:** Notwithstanding any other provision of this Agreement, Each party shall be excused from performing any obligations under this Agreement, in whole or in part, as a result of delays or interference caused by an act of God, war, labor disputes, strikes, floods, floods, lightning, severe weather, shortage of materials, failures or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common carrier or billing services provider, disruption or malfunction of any data processing or telecommunications network, facility or equipment, third-party nonperformance, pandemic, or other cause beyond a party's reasonable control. Neither party however may obtain relief under this section if such party does not have a written disaster recovery/business continuity plan in place at the time of any force majeure event.

23. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

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EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation ("OPI") Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor's standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor's standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor's telephone interface or Vendor's Leasedleased telephones by entering a valid PIN. Client is solely responsible for the security of Client's PIN and preprogrammed Leasedleased telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client's PINs, Vendor shall promptly disable any such PIN upon Client's request and issue a replacement PIN.

Client may be issued a Dedicated Toll Free Number ("DTFN") and a four digit PIN in order for Client to access Vendor OPI Services. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is responsible for securing their DTFN appropriately. Client must formally notify Vendor for research and credit consideration within thirty (30) business days from date of invoice containing said alleged unauthorized charges.

If Client chooses not to secure said DTFN with a PIN, then Vendor will not be held accountable for Client's unsecured DTFN related charges that did not originate from the Client.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly In Seconds

Monthly Usage In Minutes	Spanish	Languages Other Than Spanish
0 – 249,999	$0.65 min/$0.0108 sec	$0.65 min/$0.0108 sec
250,000 - 499,999	$0.64 min/$0.0107 sec	$0.65 min/$0.0108 sec
500,000 or greater	$0.63 min/$0.0105 sec	$0.65 min/$0.0108 sec

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cyracom INTERNATIONAL, INC.

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT ("Amendment"), is dated February 13, 2024, and amends that certain Service Agreement, dated September 14, 2021, between MODIVCARE ("Client") and CYRACOM INTERNATIONAL, INC. ("Vendor") (the "Agreement").

In consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is hereby amended as follows:

   a. VRI Holdings, LLC is added as an affiliate facility and shall receive services under the agreement.

   b. VRI Holdings, LLC shall have their own Over the Phone Pricing Schedule as outlined in Exhibit A-2, attached hereto and incorporated by reference herein.

   c. United States only servicing and Average Speed of Answer service level as outlined in Exhibit A-2, is only applicable to VRI Holdings, LLC calls.

   d. All other terms and conditions not revised by this amendment remain unchanged.

2. Effective Date. This Amendment is effective as of the date that it has been: (i) executed by all parties hereto; and (ii) delivered to Vendor ("Effective Date"). Notwithstanding the foregoing and without limiting the remainder of this Amendment, any change herein to any fee charged by Vendor shall become effective on the first day of the month following the Effective Date or when Client's account is current, whichever is later.

IN WITNESS HEREOF, the parties hereto have by their duly authorized representatives executed this Amendment.

VRI HOLDINGS, LLC (MODIVCARE)

DocuSigned by:

By: Terry Kealamakia
421AF89D68494E6...

Name: Terry Kealamakia

Title: Vice President, Care Operations

Date: 2/23/2024

CYRACOM INTERNATIONAL, INC.

By: Blhegborow
Blhegborow (Feb 23, 2024 13:35 MST)

Name: Blhegborow

Title: SVP, Contact Center Operations

Date: Feb 23, 2024

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EXHIBIT A-2: OVER THE PHONE INTERPRETING (OPI) SERVICES FOR VRI HOLDINGS, LLC

Vendor shall provide VRI HOLDINGS, LLC with Over-The-Phone Interpretation ("OPI") Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor's standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor's standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor's telephone interface or Vendor's Leased telephones by entering a valid PIN. Client is solely responsible for the security of Client's PIN and preprogrammed Leased telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client's PINs, Vendor shall promptly disable any such PIN upon Client's request and issue a replacement PIN.

Client may be issued a Dedicated Toll Free Number ("DTFN") and a four digit PIN in order for Client to access Vendor OPI Services. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is responsible for securing their DTFN appropriately. Client must formally notify Vendor for research and credit consideration within thirty (30) business days from date of invoice containing said alleged unauthorized charges.

If Client chooses not to secure said DTFN with a PIN, then Vendor will not be held accountable for Client's unsecured DTFN related charges that did not originate from the Client.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly

Aggregate Minutes Per Month	Spanish	Languages Other than Spanish
0 – 100,000 minutes	$ 0.74	$ 0.83
100,001 to 300,000	$ 0.73	$ 0.82
300,001 to 600,000	$ 0.72	$ 0.81
600,001 or greater	$ 0.71	$ 0.80

Additional Servicing Terms:

- All VRI Holdings, LLC calls will remain within the United States.
- All VRI Holdings, LLC 80% of calls will be answered within 25 seconds.
- Reporting Access
  - CyraCom will set-up secure online reporting access profiles during Service implementation planning and at any time upon Client request.
  - CyraCom will provide Client with monthly reporting access on utilization and language usage as requested by Client from time to time.
  - Language and Call Detail Reporting
    - List of monthly interpretation services languages utilized
    - Number of calls per language
    - Total number of calls serviced
    - Time of initial connection to CyraCom services
    - Time of connection to relevant interpreter
    - Total call duration
    - Interpreter ID associated with each callAbility to filter, sort, export and print above reporting information via online account management reporting portal or ad hoc reporting requests

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BUSINESS ASSOCIATE AGREEMENT FOR THE PROTECTION OF CONFIDENTIAL HEALTH INFORMATION IN COMPLIANCE WITH HIPAA

This Business Associate Agreement ("Agreement') is entered into as of March 26, 2020, by and between Logisticare Solutions, LLC ("LGTC") and VXI Global Solutions, LLC ("BUSINESS ASSOCIATE") to comply with the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulations promulgated under HIPAA, and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

Whereas, LGTC and BUSINESS ASSOCIATE are parties to a pre-existing agreement (the "Prior Agreement"), pursuant to which BUSINESS ASSOCIATE provides services to LGTC; and
Whereas, in connection with services provided under the Prior Agreement, LGTC makes available to BUSINESS ASSOCIATE certain Protected Health Information that is confidential and must be afforded special treatment and protection;
Whereas, LGTC has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, LGTC has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which LGTC creates or receives in the course of performing services for its Covered Entity Clients; and
Whereas, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for LGTC to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which LGTC is a party.

Now therefore, the Parties agree as follows:

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in 45 C.F.R. Part 160 and Part 164, including, but not limited to, sections 160.103, 164.103, 164.304, 164.402 and 164.501.

a. **Covered Entity Client** shall mean an entity with whom LGTC contracts for transport services which qualifies as a "Covered Entity" under 45 C.F.R. § 160.103, as amended.

b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.

c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.

f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.

g. **Protected Health Information** ("PHI") means individually identifiable health information (as defined in 45 CFR 160.103), limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of LGTC. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

h. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

i. **Unsecured Protected Health Information** ("Unsecured PHI") shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions

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to this definition exist for cases in which: (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with the covered entity or business associate, and such information is not further acquired, accessed, used, or disclosed; (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization; or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary.

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act.

2. **Limits on use and Disclosure of PHI.** BUSINESS ASSOCIATE agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. BUSINESS ASSOCIATE may use or disclose PHI for the following purposes:

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law;

b. For the proper management and administration of BUSINESS ASSOCIATE'S business and to carry out its legal responsibilities provided that: (i) such disclosures are Required By Law; or (ii) BUSINESS ASSOCIATE obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the third party, and (b) and an agreement from the third party immediately to notify the disclosing Party of any instance of which it is aware in which the confidentiality of the PHI has been breached; or (iii) to perform Data Aggregation Services, as that term is defined by 45 C.F.R. 164.501, on behalf of LGTC.

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** BUSINESS ASSOCIATE agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement, or by law.

b. **Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards and warrants that it has established sufficient safeguards reasonably to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required By Law. Without limiting the foregoing, BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. BUSINESS ASSOCIATE further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if LGTC engaged in such activity. BUSINESS ASSOCIATE shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. BUSINESS ASSOCIATE agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by LGTC to assist LGTC in auditing BUSINESS ASSOCIATE'S compliance with the HIPAA Regulations. BUSINESS ASSOCIATE shall reasonably cooperate and work together with LGTC in the process of obtaining any variances or achieving any other deliverables that are required as a result of the security audit process described above.

c. **Minimum Necessary.** BUSINESS ASSOCIATE shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

d. **Reports of Improper use or Disclosure.** BUSINESS ASSOCIATE shall report to LGTC, within one business day after the discovery of the use or disclosure, any use or disclosure of PHI not provided for or allowed by this Agreement of which BUSINESS ASSOCIATE becomes aware. Without limiting the foregoing, BUSINESS ASSOCIATE agrees to report to LGTC, within one business day after the discovery of the Security Incident, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports and any Breach report in connection with this Agreement must be made to

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the designated LGTC HIPAA Compliance Officer at the following email address: **hipaaofficer@logisticare.com.**

e. **Breach Notification.** In the event of a Breach of Unsecured PHI, BUSINESS ASSOCIATE shall provide written notification to LGTC of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that LGTC can notify its Covered Entity Clients, if required. A Breach is treated as discovered as of the first day on which the Breach is known to BUSINESS ASSOCIATE or, by exercising reasonable diligence, would have been known to BUSINESS ASSOCIATE. Knowledge of a Breach by a member of the workforce or other agent of the BUSINESS ASSOCIATE (other than the person committing the Breach) is imputed to BUSINESS ASSOCIATE. Consequently, BUSINESS ASSOCIATE shall implement reasonable policies and systems for discovery of Breaches and Security Incidents, train its workforce members and agents to recognize and promptly report a Breach or Security Incident, and carefully document risk assessments and how any applicable exceptions are met.

f. **Contents of Breach Notification**. BUSINESS ASSOCIATE's notification to LGTC of a Breach of Unsecured PHI must be written in plain language and describe: (1) what happened, including the date of the Breach and date of discovery, if known; (2) the types of Unsecured PHI that were involved; (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (4) what the BUSINESS ASSOCIATE is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches; and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. BUSINESS ASSOCIATE shall provide any additional information concerning the Breach as reasonably requested by LGTC. Notification must be provided in writing to the designated LGTC HIPAA Compliance Officer at the email address listed in Section 3(d) above. BUSINESS ASSOCIATE will make itself, and any subcontractors, agents, or employees available to LGTC at no cost to LGTC to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where BUSINESS ASSOCIATE is named an adverse party to LGTC.

g. **Subcontractors and Agents.** BUSINESS ASSOCIATE agrees that anytime PHI is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

h. **Right of Access to Information.** To the extent that LGTC is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, BUSINESS ASSOCIATE will provide such access to LGTC within five business days of LGTC's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make PHI contained in a Designated Record Set available to LGTC for amendment within five business days of LGTC's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

j. **Provide Accounting.** BUSINESS ASSOCIATE will document disclosures of PHI and information related to such disclosures as would be required for LGTC or LGTC's Clients to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. BUSINESS ASSOCIATE will provide such information to LGTC upon request.

k. **Access to Books and Records.** BUSINESS ASSOCIATE agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of LGTC, available to LGTC and to the Secretary for purposes of determining compliance with HIPAA, HIPAA Regulations, and the HITECH Act upon prior written notice, provided that such audit shall take at reasonable times and at reasonable intervals not to exceed once a quarter.

l. **Return or Destruction of Information.** Upon request or at termination of this Agreement, BUSINESS ASSOCIATE agrees to return or destroy all PHI received from LGTC or LGTC's Clients, or created or received by BUSINESS ASSOCIATE on LGTC's behalf. If return or destruction of the PHI is not feasible, BUSINESS ASSOCIATE agrees to provide LGTC with written notice of the conditions that make the return or destruction of the PHI infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is not feasible, BUSINESS ASSOCIATE further agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If

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BUSINESS ASSOCIATE elects to destroy the PHI, it shall certify to LGTC that the Protected Health Information has been destroyed.

m. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to mitigate, to the extent commercially practicable and at BUSINESS ASSOCIATE's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n. **Sanction Procedures.** BUSINESS ASSOCIATE will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o. **Training.** BUSINESS ASSOCIATE will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to LGTC upon request.

p. **Property Rights.** BUSINESS ASSOCIATE agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4. **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided by BUSINESS ASSOCIATE to LGTC, or created or received by BUSINESS ASSOCIATE on behalf of LGTC, is destroyed or returned to LGTC, or, if it is not feasible to return or destroy, protections are extended to such information.

5. **Termination for Cause.** LGTC may immediately terminate this Agreement and the Prior Agreement without penalty if directed to do so by a Covered Entity Client. Upon LGTC's knowledge of a material breach by BUSINESS ASSOCIATE of the terms of this Agreement, LGTC shall either:

a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or to end the violation within a time specified by LGTC. Should the BUSINESS ASSOCIATE not cure the breach nor end the violation within the time specified by LGTC, LGTC may terminate the Prior Agreement and this Agreement immediately without penalty; or

b. Immediately terminate the Prior Agreement and this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible (as determined by LGTC in its sole discretion); or

c. If neither termination nor cure is feasible, LGTC shall report the violation to the Secretary.

6. **Indemnification.** BUSINESS ASSOCIATE shall indemnify and hold LGTC harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses of any kind whatsoever, including, without limitation attorney's fees, witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, HIPAA, the HITECH ACT, or the HIPAA Regulations by BUSINESS ASSOCIATE, its employees, agents, or subcontractors.

7. **Miscellaneous:**

a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

c. **State Law.** To the extent any applicable state law confidentiality requirements are not pre-empted by HIPAA, BUSINESS ASSOCIATE agrees to comply with such state law requirements.

d. **Third Party Participants.** BUSINESS ASSOCIATE agrees that any of LGTC's Clients to whom BUSINESS ASSOCIATE provides services and with whom LGTC has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree on an amendment within ten business days thereafter, LGTC may terminate the Agreement immediately with written notice to BUSINESS ASSOCIATE.

f. **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.

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g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors**. BUSINESS ASSOCIATE and LGTC agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation.

i. **Assignment**. BUSINESS ASSOCIATE shall not assign its rights or obligations under this Agreement without the prior written consent of LGTC.

IN WITNESS WHEREOF, LGTC, and BUSINESS ASSOCIATE have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

LOGISTICARE SOLUTIONS, LLC	**VXI Global Solutions, LLC**
Date: 3/27/2020	Date: 3/26/2020
Signature: DocuSigned by: Adam Lovett 33AC1E5B2875452...	Signature:
Printed Name: Adam Lovett	Printed Name: Peter Mullen
Title: VP of Privacy and Legal Counsel	Title: VP Marketing

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Attachment 2_WV Transportation Provider Manual

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Creating Connections to Care



Transportation Provider Manual for West Virginia NEMT Bureau of Medical Services, DHHR

Table of Contents

Introduction 4

Modivcare's Operating Procedures 5

Geographic Considerations 7

Modivcare's West Virginia Operations Business Offices 8

Transportation Scheduling Procedures 9

- Gatekeeping 9
- How Can Transportation Providers Help the NEMT Program Run Smoothly? 9
- @ Reservation Process 9
- Transportation Levels of Service 9
- Urgent Trips 10
- The Complaint Process 10
- Trip Assignment and Notification Procedures 10

Transportation Provider Requirements 13

- Other Riders – Escorts, Minors, Children Requiring Safety Seats 13
- General Vehicle Requirements 14
- Vehicle Inspections 14
- Driver Qualifications 14
- Driver Education 15
- Wheelchair Safety 16
- Transportation Provider Staff Orientation 16
- Insurance, Licensure and Certification 16

Payment and Recordkeeping 17

- Invoicing 17
- Payment Terms 17
- Maintenance of Records 17
- Trip Logs 18
- Accidents, Incidents and Moving Violations 18

Provider Appeals 20

Table of Contents

List of Attachments 21

ATTACHMENT 1: NEMT Program Definitions 22

ATTACHMENT 2: Pickup and Delivery Standards 24

ATTACHMENT 3: Vehicle Requirements 26

ATTACHMENT 4: Driver Requirements 31

ATTACHMENT 5: Fraud, Waste and Abuse Prevention Policy 34

ATTACHMENT 6: Medicare Advantage Program Requirements 37

ATTACHMENT 7: ADA ADDENDUM (Attachments 1 & 2) 41

ATTACHMENT 8: Operations Forms 60

Introduction

West Virginia's Non-Emergency Medical Transportation (NEMT) Program is a Medicaid benefit available to Members who do not have any other means of transportation to and from appointments for covered health care services. Some Medicare Advantage and other Medicare managed care plans, which are ModivCare Clients, also offer limited NEMT benefits to Members in their plans. Throughout this Manual, the NEMT services that Medicaid and certain Medicare Advantage and other Medicaid and Medicare managed care organizations (MCOs) and Coordinated Care Organizations (CCOs) offer are referred to collectively as "West Virginia's NEMT Program," or the "NEMT Program." Likewise, "Members" will refer to Medicaid members and participants in Medicare Advantage and other MCO or CCO plans.

ModivCare is a transportation broker that processes requests for, arranges, and coordinates the provision of NEMT for Members participating in West Virginia's NEMT Program by contracting with independent Transportation Providers. ModivCare provides such brokerage services under contracts with West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS), CCOs and private MCOs, referred to as "Clients" throughout this Manual.

The purpose of this Manual is to provide transportation companies that contract with ModivCare with a narrative of ModivCare's operating process, in accordance with ModivCare's Client contracts, procedures and requirements Transportation Providers must perform and meet in order to participate in the NEMT Program. In particular, this Manual contains:

- ModivCare's operating procedures
- Transportation Provider driver and vehicle requirements
- NEMT scheduling procedures
- NEMT scheduling requirements
- NEMT performance standards
- NEMT delivery procedures
- Transportation Provider responsibilities

Modivcare's Operating Procedures

As the NEMT broker, ModivCare coordinates all aspects of West Virginia's NEMT Program. However, ModivCare does not perform actual transportation services, employ drivers, or own any vehicles used for NEMT. Rather, ModivCare contracts with independent Transportation Providers to perform all trips using vehicles owned by such providers. ModivCare receives requests for NEMT and confirms Members are eligible to receive transportation benefits, coordinates reservations for trips, investigates any complaints, and performs other quality assurance activities such as reporting to Clients. ModivCare also pays Transportation Providers according to individual provider contracts for the full range of covered transportation services, including taxicabs and sedans, vans, mini-buses, wheelchair vans, stretcher vans, non-emergency ambulances, and fixed-route public transportation. ModivCare also provides mileage reimbursement to certain Members and volunteers. Under the terms of its Client contracts, ModivCare:

- Recruits and maintains an adequate network of NEMT Providers
- Operates a toll-free call center for trip requests and customer service
- Verifies Member eligibility to receive NEMT services
- Assesses Members' eligibility for NEMT levels of service in accordance with Clients' policies
- Verifies that trips are required for Members to receive medical services covered by Clients' programs and plans (which sometimes includes confirming appointments and attendance with medical providers)
- Assigns and schedules trips on a per-trip or recurring basis with the most appropriate and cost-effective Transportation Providers, consistent with the transportation needs of the Members
- Confirms that Transportation Providers are in compliance with Clients' driver and vehicle standards and requirements
- Pays Transportation Providers in accordance with their contracts for services rendered and properly invoiced
- Develops and implements a system that tracks complaints and complaint resolutions
- Develops and implements monitoring systems and quality assurance plans
- Provides general administrative oversight of the NEMT Program
- Submits required reports to Clients according to formats and deadlines established in Client contracts
- Subcontracts with a third party to conduct annual Member, facility, medical provider, and Transportation Provider satisfaction surveys, and reports results to those Clients requiring such surveys under their contracts
- Submits claims/encounter files as Clients require
- Protects the confidentiality of Members' health information in accordance with HIPAA and other applicable law
- Maintains adequate staff and facilities
- Participates in Member appeals as required by Client contracts

The basic steps ModivCare follows to authorize NEMT services, arrange transportation, and pay Transportation Providers for services are described below:

- A ModivCare customer service representative (CSR) receives a reservation telephone call from a Member, Member representative, or a medical facility requesting NEMT services. ModivCare can receive reservation requests by fax, email, or through a secured website as permitted under particular Client contracts.
- The CSR reviews the trip request and verifies the Member's NEMT Program eligibility for the requested date of service.

- The CSR evaluates the Member's eligibility for transportation services in accordance with the Client's transportation policies, including verifying that a Medicaid Member has no other means of transportation available.
- As needed, the CSR verifies that the trip is for a service covered by the Client's program or plan.
- The CSR, and if necessary ModivCare's Utilization Review Department, authorizes the transportation level of service (LOS) (i.e., sedan, wheelchair van, etc.) and informs the Member of the transportation arrangements. If necessary, the CSR verifies the LOS with the medical facility.
- ModivCare assigns the trip to the most appropriate and cost-effective Transportation Provider available, consistent with the needs of the Member.
- ModivCare pays Transportation Providers within thirty (30) days of receipt, or based on timeframe as mandated in the Client contract; of a properly completed and verified trip invoice and in accordance with the payment terms of the Transportation Provider Agreement.

These procedures may vary when public transportation or other appropriate transportation services are used.

Geographic Considerations

ModivCare schedules transportation to medical appointments within service areas as defined in Client contracts. ModivCare may schedule transportation outside the Client's defined service area only in limited situations, which usually require the Client's prior authorization after evaluation of the request and on a case-by-case basis. Out-of-state NEMT services typically are authorized for trips to medical providers located in cities and counties within 30 miles of the West Virginia state border and with documentation of the medical necessity for the trips.

Modivcare's West Virginia Operations Business Offices

ModivCare operates out of two business offices, a primary operations/call center and business office located in Charleston, WV (see information below) and a 365 day per year, 24 hour call center located in Norton, VA to handle after hours calls.

Our Charleston, WV call center accepts Member reservations and assists Members and Medical Facilities with their transportation needs as well as provides support for technical and operational issues for Transportation Providers Monday through Friday, 7:00 a.m. to 6:00 p.m. Eastern Time. The VA Contact Center accepts Member reservations and assists Members and Medical Facilities with their transportation needs as well as provides support for technical and operational issues for Transportation Providers outside the normal operating hours.

The administrative phone numbers and office hours for our Charleston business office are:

Business Office: Monday to Friday 8:00 AM – 5:00 PM

Main Phone: 844-889-1936

Fax: 844-889-1937

To contact MODV's Managers and Supervisors, please dial 844-889-1936. A complete contact list will be supplied under separate cover.

Toll Free Contact Numbers

Claims Department: 844-889-1943

Transportation Provider Line: 844-889-1940

Provider Fax Line: 855-882-5995

Transportation Scheduling Procedures

Gatekeeping

ModivCare confirms NEMT services are approved and provided according to the terms and limitations of ModivCare's Client contract(s), and as required under applicable laws and regulations. Routine reservations for NEMT services must be made five (5) business days or more in advance of the medical appointment. Requests for transportation services to urgent medical services (Urgent Trips) are not subject to this advance notice requirement.

How Can Transportation Providers Help the NEMT Program Run Smoothly?

The trip details contained on trip reservations sent to Transportation Providers are based, in part, on the data contained in the Member eligibility files ModivCare receives from its Client(s), as well as from the information provided by Members, Member representatives, or from medical providers and facilities during the trip reservation process. Because such information may not always be accurate or complete, the Transportation Provider plays an important role in identifying gaps and errors. Transportation Providers should contact ModivCare, via the Transportation Provider Line at 844-889-1940 if address information, scheduled pick-up or medical appointment times, or any other information on trip reservations is inaccurate or incomplete in any way.

Concerns regarding the appropriateness of a trip assignment, such as an incorrect level of service or a trip to a non-covered service, should be relayed to ModivCare immediately by the Transportation Provider.

® Reservation Process

ModivCare uses proprietary ® NEMT management software, which captures all of the information required by our Clients and by sound business practices to arrange and coordinate efficient and cost-effective delivery of NEMT services. Information about the Member's trip request that is analyzed using ® to determine the optimal reservation arrangement is divided into two general categories comprised of:

- The pick-up location and trip destination, which are obtained from the Member, representative or medical facility, and
- Transportation details, such as the level of service, the pick-up time, the nature of the appointment, and the Member's special needs.

The ® software generates pick-up times, or "be ready times," based on the total expected travel distance of the trips. The assigned Transportation Providers may not modify these times once they have received their daily trip manifests; however, Transportation Providers may offer Members alternative pick-up times to better coordinate vehicle routes and multi-load opportunities. The Transportation Provider must communicate to ModivCare any changes to pick-up times on which the Provider and the Member agree. ModivCare must also authorize changes in advance of the trip to accurately capture and report on-time performance. Reservation information is tracked in the ® system based on a unique trip number that is given to both the Member and the assigned Transportation Provider. Any reference to specific transportation reservations should include the scheduled date of service as well as the assigned trip number.

Transportation Levels of Service

ModivCare's Clients determine the criteria for selecting the appropriate transportation levels of service. These criteria are incorporated into the standard operating policies and procedures and training materials used by ModivCare's CSRs. For example, when determining the appropriate vehicle to assign for a Member who uses a wheelchair, ModivCare's staff is trained to ask appropriate questions, such as:

- Does the Member have his or her own wheelchair?

- Is the Member transferable (i.e., the Member does not require a lift or ramp-equipped vehicle)?
- Will the treatment sought at the medical appointment affect the Member's ability to transfer?

The transportation level of service gatekeeping process is repeated at appropriate intervals to monitor acute conditions that may change overtime. For example, a Member with a full leg cast may require wheelchair van service initially, but able to travel by ambulatory sedan after removal of the cast.

Common levels of service for the NEMT Program can include transport of Members who are ambulatory, wheelchair dependent, stretcher dependent, or require non-emergency ambulance service. ModivCare contracts with a variety of Transportation Providers to meet the particular levels of service needed to fulfill the requirements of its Client contracts. This may include contracting with paratransit companies, ambulance companies, and taxicab companies, as well as utilizing public bus and rail systems, volunteers, and charitable organizations. Wheelchair dependent Members must provide their own wheelchairs.

The NEMT Program does not include emergency transportation of any kind. Members contacting ModivCare with emergencies are immediately redirected to call 911 emergency services.

Urgent Trips

NEMT services may include honoring requests for trips with less than the routine five (5) business days' notice when the reason for the urgency of the trip has been verified with the medical provider. Urgent care situations typically fall into one of the following categories:

- Hospital/Facility Discharges
- Medical tests, evaluations or procedures which are confirmed to be urgent by the treating medical facility
- Additional treatments categorized as life sustaining such as dialysis, chemotherapy, radiation treatments, etc.

The pick-up time for most urgent trips is determined by the availability of transportation resources within the NEMT network. However, ModivCare is required to arrange transportation for hospital discharges within a one hour window from the time that ModivCare receives the call from the hospital. Once the Transportation Provider accepts a scheduled urgent trip, it must adhere to standard, on-time pick-up requirements for the trip.

The Complaint Process

ModivCare is responsible for recording and responding to complaints associated with the delivery of NEMT services from Members, medical providers or facilities, Transportation Providers, or any other stakeholder.

Complaints are recorded within the ® system and are investigated by a designated team of quality assurance staff. Complaints regarding trips are tracked based on their nature as well as the Transportation Provider involved. Excessive complaints concerning a specific Transportation Provider may result in ModivCare assigning fewer trips and/or assessing liquidated damages to that particular Transportation Provider, or may result in termination of the contract between ModivCare and the Transportation Provider.

All ModivCare staff members are trained to recognize and record service complaints. Complaints can be made by Members, Facilities, or Transportation Providers and can be relayed to ModivCare by phone, email, fax, letter or submitting a complaint through ModivCare's We Care Portal. For Members who contact ModivCare's Ride Assistance Department, a Ride Assist Agent will attempt to resolve the issue by contacting the assigned Transportation Provider while the Member is still on the line. Complaints that do not involve immediate service needs are assigned to a member of ModivCare's quality assurance staff for investigation and resolution. Any valid complaints received regarding a Transportation Provider will be reviewed with the provider during routine meetings with ModivCare.

Trip Assignment and Notification Procedures

Transportation Providers with appropriate technology platforms may download their trip manifests at their convenience from a secured internet website found at http://transportationco.logisitcare.com. For Transportation Providers not so equipped, ModivCare sends trip manifests by fax at least forty-eight (48) hours prior to the date of

service. Trip manifests that are sent by fax are sent to the fax number the Transportation Provider designates in its response to the ModivCare Network Provider Questionnaire. Transportation Providers must submit any changes to the designated fax number to ModivCare in writing, on company letterhead.

The trip manifest will show all reservations that have been assigned to the Transportation Provider. The Transportation Provider must review the manifest to determine whether every reservation meets the service levels it provides and is in the geographic area it serves. If the Transportation Provider receives trips outside of its service area or which it cannot perform for any other reason, the Transportation Provider must re-route the trip to ModivCare manually using a Reroute Form or electronically via the Transportation Provider web portal at http://transportationco.ModivCare.com. **ModivCare strongly encourages Transportation Providers to use the online method to re-route trips.** Re-routed trips must be received by ModivCare no less than twenty-four (24) hours prior to the pick-up times of the trips to be rerouted.

Twenty-four (24) hours before the date of service, the Transportation Provider may receive a revised manifest, which includes any changes or additional trips. A ModivCare representative will have confirmed by phone call with the Transportation Provider any trips assigned or changes made within twenty-four (24) hours of the scheduled pick-up time. The revised manifest will serve as an update reflecting said changes.

In the event that the Transportation Provider does not provide the required twenty-four (24) hour notice for a re-routed trip, and ModivCare must therefore make alternative transportation arrangements, the Transportation Provider may be responsible for any additional charges incurred to secure this replacement transportation. ModivCare may deduct this extra cost from payments to the Transportation Provider. This provision does not apply to circumstances beyond control of the Transportation Provider, such as a sudden vehicle breakdown or a vehicle accident, but any circumstances must be communicated to ModivCare at the time they occur and documentation will be required to bring the vehicle back into service.

Transportation Providers must complete all trips assigned to them on their manifests and not re-routed back to ModivCare, unless extenuating circumstances occur. Transportation Providers must provide valid reasons for all trips they request to be re-routed. If a Transportation Provider continually receives an excessive number of trip assignments, either in total or by vehicle type (i.e., transportation level of service), it should contact a ModivCare Transportation Manager to confirm ModivCare has the correct information about its vehicle capacity and service area. Transportation Providers may receive fewer trip assignments if reservations are re-routed without valid reasoning, or in a timely manner.

Return trips, also known as "B-Leg" trips, are scheduled during the initial reservation process. However, Members are often unable to determine when their medical appointments will end, or otherwise know exact return times. In these instances, the B-Leg trip pick-up times appear as "will calls" on trip manifests. For will call return trips, Members call the ModivCare Ride Assist toll-free phone number. The Ride Assist Agent in turn contacts the Transportation Provider to advise that the Member is ready for a return trip pick up. The Ride Assist Agent will remind the Member, it may take up to sixty (60) minutes for the Transportation Provider to arrive for the return trip. Transportation Providers must document these times along with all actual pick-up and drop-off times on billing forms submitted to ModivCare. Transportation Providers must review trip manifests prior to the scheduled date of service. ModivCare recommends, and in some instances requires, that the Transportation Provider follow, at a minimum, the procedures listed below:

- Transportation Providers *should* contact Members no later than the night before the scheduled trips to confirm that they are still in need of transportation and thereby reduce the risk of Member "no shows." If unable to confirm with the Member, the Transportation Provider is still required to attempt to pick-up the Member.
- Transportation Providers *should* arrange pick-up times to maximize the ability to appropriately multi-load while still getting Members to their destinations on time.
- Transportation Providers *must* notify ModivCare of any schedule time changes before performing the trip to prevent disrupting the reservation process and to allow ModivCare to accurately track on-time performance. Transportation Providers are not authorized to change pick-up times without first contacting ModivCare.
- Transportation Providers *must* report all cancellations. If by fax, a, Cancellation Report Form for all

cancellations occurring on the previous day must be completed and faxed to ModivCare at 855-882-5995 by 12:00 p.m. each day. A sample Cancellation Report Form is included in Attachment 8 to this Manual. Cancellations may also be reported online to the following web address: http://transportationco.ModivCare.com. **ModivCare strongly encourages Transportation Providers to use the online method to report cancellations**. Do not report cancelations on your trip log.

Only those trips assigned by ModivCare with valid trip numbers are eligible for payment to the Transportation Provider. ModivCare will not pay for trips it did not assign to the Transportation Provider or for trips without a valid trip number. Claims denied and returned to the Transportation Provider because of missing information may be resubmitted with the previously missing information. Additional requirements for payment of claims after resubmission are found in Exhibit B to the Transportation Provider Agreement.

ModivCare's Transportation Provider Agreements do not contain any guarantees of a minimum number and/or type of trip assignments; in addition ModivCare does not permit Members to select particular Transportation Providers. However, Members and medical providers can and do influence ModivCare's assignments by reporting both positive and negative service and quality issues, and ModivCare works to accommodate Member requests not to be transported by a particular Transportation Provider for valid reasons relating to negative service and quality experiences.

Prior to the scheduled date of service, ModivCare reviews all reservations and may make changes to Transportation Provider assignments. Changes to trip assignments are usually made to confirm that:

- The Transportation Provider assigned has been and remains approved to participate in the NEMT Program
- The Transportation Provider assigned is able to supply the appropriate level of service
- The Transportation Provider assigned is available in the geographic service area
- The number of reservations assigned to the Transportation Provider does not exceed the Transportation Provider's capacity
- The trips are assigned in the most cost effective manner

Transportation Provider Requirements

Administrative and Operational Requirements

The following operational procedures and administrative duties are found in ModivCare's Client contract(s), the Transportation Provider Agreement, and/or reflect ModivCare's internal policies and procedures:

- The Transportation Provider receives trip reservations by fax or on the Transportation Provider Web Portal from ModivCare each day. For urgent medical appointments (urgent trips), the Transportation Provider must accept telephone reservations from ModivCare (with a supplemental confirmation by fax, if requested).
- The Transportation Provider must transport Members in accordance with the specifications of the reservations provided by ModivCare and the terms of the Transportation Provider's contract with ModivCare (the Transportation Provider Agreement). The Transportation Provider may refuse to transport a Member who, upon consultation with ModivCare, is determined to be a threat to the health, safety, or welfare of either the Transportation Provider's employees or other Members, or prevents or inhibits the vehicle from safe operation.
- When a "will call" return trip has been pre-authorized by ModivCare, the Transportation Provider accepts telephone orders from ModivCare to give notification of the appropriate pick-up time, which must be no more than sixty (60) minutes after the call from the Member is received.\ If a Member arranges with a Transportation Provider to make changes to a pick-up time, the Provider must inform ModivCare of such changes. ModivCare reports each Transportation Provider's timely pick-up compliance performance on a monthly basis to the Transportation Provider and to some Clients according to the terms of its contracts with ModivCare.
- The Transportation Provider must inform ModivCare of its inability or unwillingness to accept or complete a trip assignment at least twenty-four (24) hours before the scheduled pickup time to allow ModivCare to make alternative arrangements.
- The Transportation Provider must establish and maintain both a dedicated telephone line and dedicated fax line for use by ModivCare to contact the Transportation Provider. Fax lines must be equipped with a fax machine. ModivCare must be able reach a Transportation Provider supervisor at all times that Members are in the Transportation Provider's vehicles. Drivers must be equipped with a cell phone and/or a two-way radio. Pagers are not acceptable.

The Transportation Provider must hold all information obtained regarding Members in the strictest of confidence. Providers shall only use such information as required in the performance of its obligations under the Transportation Provider Agreement and the Business Associate Agreement (BAA).

Other Riders – Escorts, Minors, Children Requiring Safety Seats

Members may request that an additional passenger (escort) accompany them to and from their medical appointment. In such cases, your manifest will reflect the extra passenger. Please note, if you are able to accommodate the request, no additional compensation will be received for transporting the escort.

A child between 16-18 years old may travel unaccompanied with written consent from the parent or guardian, or to attend a family planning appointment or an appointment for another service where parental consent or notification is not required.

If the trip reservation assigned by ModivCare includes children of age/size requiring car seats, the parent or guardian must provide the car seat(s). If upon arrival for pick-up the Member does not have the car seat(s), the Transportation Provider may not transport the child(ren) until the appropriate car seat(s) become available. If appropriate car seats

are not available, the Transportation Provider must contact ModivCare and the Member must reschedule the trip reservation.

General Vehicle Requirements

Prior to providing NEMT services under the Transportation Provider Agreement with ModivCare, the Transportation Provider must submit to ModivCare a Vehicle Update Form listing all vehicles that will be used to transport Members. The listing must include the manufacturer, model, model year, vehicle identification number (VIN), and license plate number issued by the West Virginia Department of Motor Vehicles (DMV) for each vehicle. The Transportation Provider must submit a revised Vehicle Update Form any time a vehicle is added to or removed from the fleet of vehicles providing NEMT under the Transportation Provider Agreement. All vehicle records must be submitted to ModivCare's Compliance and Credentialing Department, located at the Charleston Business Office via email or by faxing them to: 855-882-5995.

Required Vehicle Safety Equipment:

- Fire Extinguisher, 2.5 lbs
- First Aid
- Bio-Hazard Spill Kit
- 3 Roadside Reflector Triangles
- Seatbelt Cutter
- Flashlight
- 2 Seatbelt Extensions
- Ice Scraper
- Extra Electrical Fuses
- Running Board or Step Stool

Vehicle Inspections

All Transportation Provider network vehicles used in the NEMT Program must be registered with ModivCare prior to performing services and must undergo an initial inspection, to be repeated on at least a bi-annual basis thereafter. ModivCare's Field Monitors use a standard vehicle inspection checklist to prepare a Vehicle Inspection Report. Vehicles that pass inspection are issued a green inspection sticker, which must be placed on the outside of the rear window in the lower right corner.

Vehicles that do not pass inspection but do not have violations that may pose an immediate threat to the safety and comfort of Members are given a "provisional" yellow sticker indicating the vehicle's probationary status. The Transportation Provider must then arrange for re-inspection of the vehicle within 10 days. Failure to present the vehicle for re-inspection or failure to pass the re-inspection results in the vehicle being "redlined." A redlined vehicle may not be used to transport Members under any circumstances. ModivCare will not pay for any trips performed in a redlined vehicle. Using redlined vehicles in the NEMT Program is cause for the immediate termination of the Transportation Provider's contract with ModivCare. The vehicle inspection stickers may not display the words "Medicare" or "Medicaid."

Driver Qualifications

All drivers used in in the NEMT Program must, at a minimum, meet the qualifications listed in "Requirements" on this document. All driver records and qualifications must be submitted to and approved by ModivCare prior to the driver or attendant providing NEMT services, and annually thereafter. ModivCare may perform interim inspections of driver records as necessary, at ModivCare's sole discretion. Any driver or attendant who fails at any time to meet all of the listed qualifications is prohibited from providing NEMT services under the Transportation Provider Agreement with ModivCare. All records concerning driver qualifications must be submitted to the ModivCare's Compliance and Credentialing Department, located at Charleston Office.

Driver Screening Requirements

- All drivers should abide by state and local laws
- All drivers, at all times during their employment, should be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned

- Local, State and Federal Criminal Background screening
- The following will preclude a driver or attendant from providing services under this agreement:
  - Conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement
  - Conviction of two (2) moving violations or accidents related to transportation provided under the NEMT Brokerage Program
  - Plea of guilty or nolo contendere or conviction for any barrier crime or felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years.
- National and West Virginia Sex Offender Registry check
- 10 panel drug screen listing drugs tested
  - Cocaine
  - Propoxyphene
  - Barbiturates
  - Expanded/Synthetic Opiates (including Oxycodone, etc.)
  - Opiates
  - Amphetamines
  - Marijuana
  - Benzodiazepines
  - Methadone
  - Phencyclidine
- Motor Vehicle Record
  - 3 year history
  - No more than 1 moving violations or at fault accidents in past 3 years
  - No DUI/DWI
  - No suspensions in the previous 5 years

Additional requirements can be found in the appropriate exhibit attachment to this manual.

Driver Education

All drivers who the Transportation Provider uses to deliver services under the Transportation Provider Agreement must have successfully completed the following educational requirements:

- General NEMT Program orientation
- Customer service, courtesy, and sensitivity awareness
- Driver conduct
- Vehicle orientation and pre-trip inspection
- National Safety Council DDC-4 defensive driving course (or approved equivalent)
- Passenger assistance techniques course (or approved equivalent)
- Proper handling and securement of mobility aids
- Record keeping requirements
- Emergency procedures
- Use of a "spill kit" and the removal of biohazards
- National Safety Council First Aid / AED / CPR course (or approved equivalent)
- Member information confidentiality and HIPAA compliance

All educational materials, including this Transportation Provider Manual, will be updated annually to reflect changes in policy and revised or new procedures.

ModivCare provides access to a program that fulfills many of these educational requirements at a discounted rate: Passenger Assistance, Safety & Sensitivity (PASS). Transportation Providers may obtain information regarding the PASS program from ModivCare. Use of alternative educational programs is allowed under some Client contracts, but

must be pre-approved by ModivCare and the Client.

Wheelchair Safety

Wheelchair-bound Members are often very fragile and easily injured; therefore, one of the driver's most important jobs is to correctly secure a wheelchair and its occupant in the vehicle. Transportation Providers must immediately suspend drivers who fail to secure wheelchair-bound Members properly from providing NEMT services under the Transportation Provider Agreement with ModivCare. A driver who fails wheelchair safety requirements once may be reinstated only after successfully completing a wheelchair securement class, providing proof to ModivCare, and receiving ModivCare's re-authorization to perform services under the Transportation Provider Agreement, at ModivCare's sole discretion. However, any driver who has a second occurrence of improper wheelchair securement is permanently prohibited from providing services under the agreement with ModivCare.

Transportation Provider Staff Orientation

ModivCare conducts a series of orientation sessions for new Transportation Provider's staff. These sessions are offered at ModivCare business offices, the Transportation Provider's base of operations or via Webinar as appropriate. The purpose of orientation sessions is to meet face-to-face with the new Transportation Provider and its staff to outline basic information about how the NEMT Program operates. The Transportation Provider orientation program includes the following topics:

- Overview of the NEMT Program and the roles of ModivCare and the Transportation Providers in its
- implementation
- Vehicle requirements
- Driver qualifications
- Driver conduct
- Scheduling procedures during regular operating hours, including criteria for determining the most
- appropriate transportation level of service for the Member
- "After hours" scheduling procedures
- Urgent trip procedures
- Criteria for trip assignment
- Delivery of NEMT services
- Billing and payment procedures
- 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 trip logs
- Complaint procedures

The orientation sessions encompass the requirements of the Transportation Provider Agreement, including those pertaining to vehicles and drivers, and how to handle and report various situations. Emphasis is placed on the customer service aspect of NEMT delivery; it is stressed that drivers are to treat all Members with care, dignity, and high regard for their safety. In addition, the orientation will address administrative issues such as record keeping, reporting, billing, and payment submission. ModivCare conducts regular Transportation Provider meetings throughout the state to address these and other topics.

Insurance, Licensure and Certification

Transportation Providers must submit a copy of all insurance, licensure, and certification records required by the Transportation Provider Agreement to ModivCare's Compliance and Credentialing Department, located at the Charleston Office. Providers must submit all documents to ModivCare, as they are renewed or updated, no less than annually.

Payment and Recordkeeping

Invoicing

Transportation Providers must report their cancellations from the previous day either by faxing a completed Cancellation Form to 855-882-5995, or by filing their cancellation report at http://transportationco.ModivCare.com, ModivCare's secure website. Cancellations should not be reported on billing logs.

At least once or more each week, Transportation Providers must submit to ModivCare all completed trip logs for the previous week signed by appropriate Members, and sorted by dates of service. Included with each batch of trip logs, Transportation Providers must submit an invoice sheet showing a summary of charges for trip logs submitted. Using a traceable method (Fed Ex, UPS, and USPS Certified Mail), Providers must submit original trip logs and a summary invoice sheet to ModivCare. Transportation Providers that are approved and authorized to use ModivCare's secure web-billing service should refer to the web-billing manual for detailed instructions on submitting supporting documentation to ModivCare. Utilizing the web-billing service will help to reduce the need for resubmissions.

ModivCare verifies trips submitted for payment against its computer records of trips assigned and performed. ModivCare will deny payment for trips with incomplete trip log information. ModivCare does not pay for the transportation of escorts or Members' children.

Payment Terms

Transportation Providers must submit supporting documentation necessary for ModivCare to resolve any invoice or payment discrepancy, including disputes with respect to amounts payable for NEMT services. Should a discrepancy continue to exist after ModivCare reviews the documentation to verify charges, ModivCare will pay the uncontested portion of the invoice and work with the Transportation Provider to reconcile the remaining differences. The Transportation Provider must continue to perform its obligations under the Transportation Provider Agreement while working with ModivCare to reconcile any outstanding contested amounts. ModivCare pays invoices by check or electronic transfer every two weeks. ModivCare provides a payment schedule with payment dates to each new Transportation Provider. The payment schedule is also available on the Transportation Provider Web Portal. Additionally, specific payment terms are found in Exhibit B to the Transportation Provider Agreement, "Rates, Invoicing, and Payment Terms." All payments made by ModivCare to Transportation Providers are inclusive and constitute billing of all applicable state and local sales and use taxes on transportation services. Transportation Providers are responsible for calculating and remitting all applicable taxes on their services. Transportation Providers must provide proof of registration with taxing agencies and the payment of applicable taxes to ModivCare and/or its Clients upon request.

Maintenance of Records

Transportation Providers must establish, maintain, and provide to ModivCare within three (3) days of a request (or as otherwise required under the Transportation Provider Agreement), the following records and related information:

Vehicle records, including at a minimum the following documentation for each vehicle:

- Manufacturer, model and model year
- Vehicle identification number (VIN)
- Odometer reading at the time the vehicle begins to provide NEMT to Members
- Type of vehicle (ex: sedan, minibus, wheelchair van)
- Capacity (maximum number of passengers)
- West Virginia license plate number
- Insurance certifications
- Special equipment (wheelchair lift, etc.)
- Dates, odometer readings, and descriptions of all

inspection activities (e.g., verification that the vehicle meets Transportation Provider Agreement requirements, inspections of equipment, etc.)

- Records for each driver, including at a minimum, name, date of birth and social security number
- Copy of a current, valid driver's license to operate the vehicle(s) to which the driver is assigned, to be updated as the license is renewed (drivers only)
- Driving records for the previous five (5) years obtained from the applicable DMV, to be updated annually or upon ModivCare's request
- Copy of national criminal background check including a check of the national sex offender registry
- Copy of results from a ten panel drug screen
- Copy of certificates and documentation of current basic first aid , CPR, defensive driving, and lift operation and wheelchair securement training, as applicable
- Passenger Assistance Safety and Sensitivity (PASS) certificate, or documentation of completion of applicable substitute educational requirements
- Passenger Assistance Safety and Sensitivity (PASS) Wheelchair certificate or documentation of completion of applicable substitute educational requirements for all drivers of a company that provide wheelchair level of service.
- Documentation of any complaints received about the driver and any accidents or moving violations involving the driver

Trip Logs

Transportation Providers are responsible for ensuring that each driver completes a daily trip log that includes data for every Member scheduled for transportation by ModivCare that day. ModivCare provides a master trip log that may be downloaded from the Transportation Provider portal. All documentation of time must be stated in military time (i.e. 24 hour intervals). The trip log must include the following information for each trip:

- Date of service
- Driver's name (as it appears on his or her driver's license);
- Driver's signature (written or digital)
- Member's name
- Member's signature
- Last six numbers of the Vehicle Identification Number (VIN) on file with
- Mode of transportation authorized (i.e., the transportation level of service)
- A unique Transportation Provider number assigned by ModivCare (trip number)
- Each Member transported with their actual pick-up time (in military time)
- Each actual drop off time (military time) for each Member
- Transportation Provider invoice amount per trip leg
- Any other pertinent information regarding completion of the trip

Every Member transported by the Transportation Provider must sign the trip log. If the Member is not physically or mentally capable of signing the trip log, the driver should attempt to obtain a signature from a representative of the medical facility at the pick-up or drop-off address. The facility's representative should sign his or her own name, not the Member's name. If no facility representative is available, able, or willing to sign the trip log, the driver must write "*unable to sign*" and the driver's initials on the Member signature line of the trip log and give specific reason(s) the Member signature is unavailable in the "driver's comments" section of the trip log. Transportation providers are responsible for notifying ModivCare of members who are unable to sign. **Under no circumstances should anyone other than the Member sign the Member's name.**

Accidents, Incidents and Moving Violations

The Transportation Provider must immediately notify ModivCare of any accident or incident whether or not anyone is injured. A ModivCare "Transportation Provider Accident/Incident Report" form must be submitted to the Charleston business office within the following periods after the accident or incident:

- Accident or Incident with injury – Verbal notification immediately followed up by Accident/Incident form within twenty-four (24) hours
- Accident or Incident without injury – Verbal notification followed by Accident/Incident form within twenty-four (24) hours
- Additional documentation, such as police reports, must be submitted within three (3) business days or as soon as the documents are available. Providers must use a ModivCare Transportation Provider Accident/ Incident Report form to report all accidents or incidents which occur while delivering NEMT services under the Transportation Provider Agreement. The Transportation Provider must cooperate fully with ModivCare and the relevant authorities during any ensuing investigation. ModivCare requires that the Transportation Provider Accident/Incident Report form "must be included in the vehicle information packet stored in the driver compartment or securely stored on or in the driver's side visor."

Provider Appeals

If a Transportation Provider's agreement is terminated by ModivCare and the Transportation Provider disputes the termination, then the Transportation Provider and ModivCare shall each designate a senior manager to meet in an attempt to resolve the dispute. If the dispute cannot be resolved to the satisfaction of the parties in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. The provisions of this Section shall survive the termination of this Agreement. Transportation Provider contract terminations cannot be appealed in cases involving imminent harm to a Member, fraud or disciplinary action by the state.

List of Attachments

1. NEMT Program Definitions
2. Pickup and Delivery Standards
3. Vehicle Requirements
4. Driver Requirements
5. Fraud, Waste and Abuse Prevention Policy
6. Medicare Advantage Program Requirements
7. ADA Addendum –Attachments 1 and 2
8. Operations Forms

ATTACHMENT 1: NEMT Program Definitions

For purposes of the Transportation Provider Agreement, the Transportation Provider Manual, and all Exhibits and Attachments, the following terms have the meanings as defined below:

"Agreement" shall mean Transportation Provider Agreement, including all exhibits, and incorporates by reference MODV's Transportation Provider Manual for West Virginia Operations. Provisions of the Transportation Provider Agreement shall prevail in the event of any conflict with any provision of the Transportation Provider Manual.

"Client" shall mean the party or entity with which MODV has a Client Contract. Although the singular form is used "Client" shall be understood as plural in the event that MODV is under agreement with more than one party or entity in the state in which Provider operates.

"Client Contract" shall mean the agreement between MODV and any other party or entity pursuant to which MODV provides non-emergency transportation management services for covered Members. Although the singular form is used Client Contract shall be understood as plural in the event that MODV is under agreement with more than one party or entity in the state in which Provider operates.

"Criminal Background Check" shall mean a national criminal background check with state and county detail, as well as a National and State Sex Offender Registry check, at a minimum, for all available time periods prior to the hire date and annually thereafter.

"Curb-to-Curb" shall mean transportation provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The driver provides assistance according to the member's needs, but assistance does not include the lifting of any member. The driver remains at or near the vehicle and does not enter any building.

"Door-to-door" service shall mean transportation provided to Members with disabilities that need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the member from the door of the pick-up point, e.g., residence, escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. The driver assists the member throughout the trip and to the door of the destination. Drivers, except for ambulance personnel, do not enter a residence. Door-to-door service may apply to ambulatory or wheelchair Members.

"Escort" shall mean an individual or service animal whose presence is medically necessary and required in order to assist a Member during transport and while at the place of treatment. The Escort leaves the vehicle and remains with the Member. An Escort (that is not a service animal) must be of legal age.

"Group Trip" shall mean any trip that has the same pick-up address and time and same drop-off address and time as a trip for another Member.

"Hand to Hand" shall mean Transportation of a member with disabilities from an individual at the pick-up point to a facility staff member, family member or other responsible party at the destination.

"Shared Ride Trip" (Multi-Loaded Tip): shall mean any trip that has the same pick-up address and time as a trip for another Member and whose drop-off address and time are near enough that the two trips could reasonably share the same vehicle. "Shared Ride Trip" shall also mean any trip that has the same drop-off address and time as a trip for another Member and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.

"Trip number" shall mean a unique confirmation number generated by MODV for each trip reservation for each date of service.

"Multi-Load" (Shared Ride) shall mean a situation in which more than one Member is transported in a vehicle at the same time to the same or different drop-off addresses.

"Member" Any individual covered under the terms of a Client Contract and on whose behalf MODV arranges transportation services.

"Reroute" shall mean trip reservation that is refused by Provider and that is sent back to MODV 24 hours or more before the scheduled pick-up time in order to be assigned to a different transportation provider.

"Ten-Panel Drug Screen" shall mean a urine based drug test that screens for the use of:

1. Cocaine
2. Propoxyphene
3. Barbiturates
4. Expanded/Synthetic Opiates (including Oxycodone, etc.)
5. Opiates
6. Amphetamines
7. Marijuana
8. Benzodiazepines
9. Methadone
10. Phencyclidine

"Will Call" shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Member to ModivCare when he or she is ready to be picked-up after a medical appointment.

ATTACHMENT 2: Pickup and Delivery Standards

Pick Up and Delivery Standards

Provider shall provide transportation services that comply with the following minimum service standards. MODV's or Client's staff, or their official agent, may ride on trips with the Member to monitor service.

1. On time performance of scheduled trips shall be the standard practice. A trip is considered late beginning fifteen (15) minutes following the scheduled pick up time for the A-leg and the scheduled pick-up time for the B-leg. In addition, early arrival of the vehicle is permissible so long as no Member is required to board the vehicle before the scheduled pick-up time.

2. The driver shall make his presence known to the Member upon arrival at the pick-up address and must wait at least five (5) minutes after the scheduled pick-up time before the Member may be considered a "no show." If the Member is not present for pick up, the driver or Transportation Provider dispatcher must notify MODV before leaving the pick-up location and document the attempted pick-up on the daily trip log.

3. Provider shall deliver the Member to scheduled medical appointments no more than five (5) minutes before the scheduled drop-off time. Provider shall pick-up Members for the return trip after a covered service appointment no more than 15 minutes after the scheduled pick-up time. The prearranged times may not be changed by Provider or the driver without prior permission from MODV. Provider's timely delivery of Members to scheduled medical appointments will be included as a measure of on-time performance.

4. For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within sixty (60) minutes after the Member notifies MODV they are ready to be picked up.

5. If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled riders, Provider must contact waiting Members at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.

6. If a delay occurs that will result in a Member being late for a medical appointment, Provider must contact MODV who will notify the medical provider of the late arrival.

7. For same day hospital discharge reservations, Provider shall pick-up within one (1) hour after MODV receives the transportation request from the hospital or Member.

8. Provider may multi-load Members but no shared ride (multi-load) trip must take more than forty-five (45) minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, on a non-shared basis.

9. Habitual failure to meet on-time and other service standards shall be a material breach of this Agreement and may result in termination of this Agreement.

10. An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, and in some cases, an adult escort may be required to accompany the child. Provider shall, at no additional charge, transport an adult escort of a minor Member if and as directed by MODV. A minor Member shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.

11. A transportation Escort may ride with a Member if necessary to assist the Member. The Escort shall assist the patient and the driver as requested.

12. Provider must allow service animals in the vehicle, as needed; however, other non-service animals shall not be allowed on board the vehicle.

13. Provider should confirm the scheduled pick-up time with the Member at least 24-hours prior to the scheduled pickup.

ATTACHMENT 3: Vehicle Requirements

General Vehicle Requirements

All vehicles utilized by Provider in the performance of services under this Agreement must meet the minimum requirements listed below. Each vehicle is subject to initial and bi-annual inspections by MODV, as well as interim inspections as required by MODV in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by MODV do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as MODV and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with applicable local or state inspection standards, including, but not limited to, licensing requirements, operating authorities, safety standards, state highway and/or transportation department requirements, ADA regulations, or other State or Federal laws or regulations shall be immediately removed from service and shall pass a re-inspection before it may be used to provide transportation services for Members under this Agreement. Provider must maintain, and make available for review by MODV or Client upon request, all vehicle maintenance and related records.

1. Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
2. The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
3. All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Member.
4. All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.
5. Provider shall have at least two seat belt extensions available in each vehicle.
6. All vehicles shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.
7. All vehicles shall have an accurate, operating speedometer and odometer.
8. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
9. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
10. The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
11. The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.
12. Vehicles and all components shall comply with or exceed State, Federal, and manufacturer's safety and mechanical operating and maintenance standards for the vehicles. Vehicles shall have functioning horn, windshield wipers, brakes, operational windows and doors, headlights, hazard lights, back up lights, turn

signals, parking brake, front tire tread at least 4/32", rear tire tread at least 2/32", and exhaust system does not leak and extends beyond rear of the vehicle.

13. All vehicles shall have Provider's business name and telephone number displayed on at least both exterior sides. In compliance with HIPAA regulations, nowhere on any vehicle, including in Provider's business name shall be the words Medicaid or Medicare or any other verbiage which indicates that Medicaid or Medicare members are riding in the vehicle. The business name and phone number are to appear in lettering that is at least three (3) inches in height and of a color that contrasts with its surrounding background. Note: Vehicles used by contracted behavioral health facilities to provide transportation for their clients are exempt from the NEMT signage requirements.

14. The Provider name and vehicle fleet number, Provider's telephone number and MODV's toll-free numbers shall be displayed in the interior of each vehicle. This information, together with complaint procedures provided by MODV shall be available in writing and stored in a clearly visible location in each vehicle for distribution to Members upon request.

15. Smoking is prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING."

16. All vehicles shall carry a vehicle information packet containing vehicle registration, proof of insurance card, and accident procedures and forms.

17. All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.

18. Each vehicle must be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

19. Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires. With the exception of sedans, the fire extinguisher should be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.

20. All vehicles must be equipped with three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried on board.

21. Each vehicle must be equipped with a spare tire, tire jack, lug wrench and any additional items required to change a tire on the vehicle.

22. All vehicles must carry extra electrical fuses.

23. All vehicles must carry a functioning flashlight, an ice scraper and tire traction device when appropriate.

24. All vehicles must either have a functional GPS system or a current map of the applicable geographic area with sufficient detail to locate Member and medical provider addresses.

25. Provider must utilize only its own leased or owned vehicles and shall not sublet, subcontract, or arrange for transportation under this Agreement from any third party.

26. All vehicles must be equipped with a 2-way communications system linking each vehicle with the

Provider's primary place of business. Cell phones and 2-way radios are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative 2-way communication system shall be placed out of service until the system is repaired or replaced.

27. All vehicles must properly utilize approved child safety seats when transporting children in accordance with West Virginia laws and regulations. Members are responsible for providing child safety seats when transporting children under the age of eight (8) and under fifty-seven (57) inches tall. Children under one (1) year old must occupy a rear-facing car safety seat when being transported. Upon arrival for transportation, if the Member does not provide safety seat(s) for such children, the Provider shall not transport the child and shall advise the Member to reschedule them appointment.

28. All vehicles must have a functioning interior light within the passenger compartment.

29. All vehicles must have adequate sidewall padding and the vehicle's floor must be covered with commercial antiskid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.

30. All vehicles must be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by MODV to aid Member boarding. This step shall be capable of safely supporting 300 lbs. and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.

Wheelchair Vehicle Requirements

All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

1. Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.

2. Each lift equipped Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.

3. All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs.) load.

4. Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:

    a. Is capable of elevating and lowering a 600-pound load (bariatric 800-pound load) without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;

    b. The lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;

    c. The lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;

    d. The lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;

e. The lift shall be powered from the vehicle's electrical system. The lift platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;

f. The lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;

g. The lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;

h. All sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;

i. The lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on the outbound end to prevent ride over;

j. It is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;

k. The lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform; and

l. The lift platform must be equipped with a hand rail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:

   i. Maximum height of thirty-eight inches;

   ii. Minimum knuckle clearance of 1.5 inch;

   iii. Able to withstand a force of 100 pounds; and

   iv. Shall not reduce the lift platform width of at least thirty (30) inches.

5. Each wheelchair position in all vehicles shall have a wheelchair securement device (or "tie down") which shall:

   a. Be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 8 inches (this provisions is not applicable to rear loading ramp equipped vehicles). Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;

   b. Be tested to meet a 30 mph/20gm standard;

   c. Securely restrain the wheelchair during transport from moving forward, backward, lateral and tilting movements in excess of (2) inches;

   d. Be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;

   e. Have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A tract mounting lock system on the floor shall be flush with the floor and shall not be an obstruction or a tripping hazard. In all cases the straps shall be stored properly when not in use; and

f. provide wheelchair lap seat belts (if not provided by the Member) that shall be capable of securing the passenger to the wheelchair and provide a shoulder harness that is attached to the floor or to the side wall of the vehicle that shall be capable of securing the wheelchair to the vehicle.

6. Each wheelchair entrance door shall:

   a. Maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;

   b. Have no lip or protrusion at the door threshold of more than 1/2 inch, and

   c. Be equipped with straps or locking devices to hold the door open when the lift or ramp is in use

Stretcher Vehicle Requirements

Stretcher van service is an alternative mode of NEMT provided to Members who cannot be transported in sedans or Wheelchair Vans and who do not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements:

A driver and a transportation attendant must staff the vehicle, which must be specifically designed and equipped to provide NEMT of individuals on an approved stretcher. A stretcher vehicle must be used for a Member who:

1. Needs routine transportation to or from a non-emergency medical appointment or service
2. Is convalescent or otherwise non-ambulatory and cannot use a wheelchair
3. Does not require medical monitoring, medical aid, medical care or medical treatment during transport (but selfadministered oxygen is permitted so long as the oxygen tank is secured safely) The following restrictions apply:

   a. The driver and transportation attendant must confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners, and anchorages are properly secured.

   b. The attendant must be seated in the passenger compartment while the vehicle is in motion and must notify

   c. The driver of any sudden change in the passenger's condition.

4. A stretcher vehicle passenger must not be left unattended at any time.
5. The stretcher vehicle must not be used:

   a. For emergency medical transportation;

   b. To transport a passenger who requires basic or advanced life support (BLS or ALS);

   c. To transport a passenger who has in place any temporary invasive device (including a saline lock), equipment such as an intravenous administration device, or an airway maintenance device. However, the Member is eligible for transportation if he/she has a battery-operated ventilator and a transportation attendant trained to provide ventilator care will travel with the Member, and if no other medical equipment or care is required;

   d. To transport a passenger who requires close observation or medical monitoring;

   e. To transport more than one (1) stretcher passenger at a time.

ATTACHMENT 4: Driver Requirements

Each driver's records and qualifications are subject to an initial and annual inspection by MODV as well as interim inspections as required by MODV in its sole discretion. Any driver failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. MODV and the Client reserve the right to disallow any driver from performing services under this Agreement. Ambulance personnel shall be licensed and trained in accordance with West Virginia and local laws or regulations. All non-ambulance drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below:

1. All drivers shall be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.

2. Drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault during the previous thirty-six (36) months shall be removed from service.

3. Drivers shall not have had their driver's license suspended or revoked for moving violations in the previous five (5) years. Provider shall comply with West Virginia laws and regulation regarding criminal background checks for all drivers, including fingerprinting as conducted by any law enforcement entity.

4. Provider shall verify that drivers or attendants are not listed on the West Virginia Sex Offender Registry.

5. The following will preclude a driver or attendant from providing services under this agreement: (1) conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement; (2) plea of guilty or nolo contendere or conviction for any barrier crime or felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years. All drivers must meet current state and federal motor carrier safety regulations and guidelines.

6. Each driver must have competent driving habits.

7. Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service under this Agreement.

8. Each driver and attendant shall successfully pass a pre-employment ten-panel drug screen for traces of illicit drugs prior to providing service under this Agreement. Provider shall ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants and shall conduct separate and independent drug testing as may be required by the DOT. Provider shall ensure that all drivers have been trained in Passenger Assistance, Safety and Sensitivity, "spill kit" use and biohazard removal. Drivers must also be trained in Defensive Driving and First Aid, and wheelchair loading and lockdown (if applicable).

9. Provider shall submit to MODV proof that drivers have completed all required training prior to them providing services under this Agreement.

Driver Customer Service Standards

1. No driver shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at anytime. A driver or attendant can use prescribed medication as long as his/her duties can still be performed in a safe manner and Provider has written documentation from a

physician or pharmacist that the medication will not impact the ability of the driver.

2. No drivers shall allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
3. No drivers shall solicit or accept controlled substances, alcohol or medications from Members.
4. No drivers shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.
5. No drivers shall solicit or accept money from Members except for the collection of applicable co-payments as authorized by the Client.
6. All drivers shall provide an appropriate level of assistance to a Member when requested or when required by the Member's physical condition.
7. All drivers shall wear and have visible a nametag that is easily readable and includes their name and the name of the Provider.
8. No drivers shall smoke, aerosolize or vaporize an inhalant while in the vehicle, while assisting a Member, or in the presence of any Member. Members shall not be allowed to smoke, aerosolize or vaporize in the vehicle.
9. Drivers should not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NEMT provider or to call 911 in an emergency. Drivers should not talk on mobile phones and/or text when the vehicle is in motion. Driver shall at all times comply with applicable laws regarding the use of cell phones by the driver of a moving vehicle.
10. All drivers shall park the vehicle so that the Member does not have to cross streets to reach the entrance of the destination.
11. No driver shall leave a Member unattended at any time.
12. All drivers must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.
13. All drivers must assist the Members in the process of being seated, including the fastening of seat belts. Drivers shall confirm prior to moving the vehicle that wheelchairs and wheelchair passengers are properly secured and that all Members are properly belted in their seat belts.
14. All drivers must assist Members to exit the vehicle and to move to the access area of the Member's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.
15. All drivers must provide physical support or assistance and oral directions to Members. Such assistance shall also apply to wheelchairs and mobility-limited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs.
16. All drivers shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are not responsible for Member's personal items.

17. All drivers shall be courteous, patient and helpful to all Members and be neat and clean in appearance.

18. If a Member or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.

19. Drivers with more than one confirmed incident of failure to properly secure a Member's wheelchair will be removed from providing services until such time as the NEMT provider submits documentation to the vendor to support that the driver has been properly trained in the use of the securement devices.

20. All drivers shall maintain a daily trip log that includes the following information:

    a. Provider name;

    b. Provider ID number

    c. Vehicle number;

    d. Driver's name;

    e. Driver's signature

    f. Names of Members transported

    g. Member signature for each drop off

    h. No show indicator, if applicable;

    i. Actual arrival time at pick-up point;

    j. Actual arrival time at drop-off point;

    k. Date of service;

    l. Authorization stamp or signature of Provider, and

    m. Any other pertinent information regarding completion of trips.

ATTACHMENT 5: Fraud, Waste and Abuse Prevention Policy

Federal law requires that entities that receive at least $5 million in annual payments under a state Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the entity's procedures for detecting fraud, waste and abuse.

ModivCare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts, as well as information about ModivCare's policies and procedures to detect and prevent fraud, waste and abuse. As ModivCare's subcontractors, Transportation Providers are required to adhere to these policies and disseminate the information in this Attachment 10 to all of their employees and contractors. The information in this policy forms part of ModivCare's Transportation Provider Manual, and is distributed to all of ModivCare's contractors and agents as required by federal law – specifically, the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act prohibits the submission of false claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act provides the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits:

- Knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- Knowingly making or using, or causing to be made or used, a false record or statement to have a false or fraudulent claim paid or approved by the government;
- Conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- Knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information

Enforcement

The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False Claims Act allows private individuals to bring "qui tam" actions on behalf of government for violations of the False Claims Act.

Reporting Suspected Fraud, Waste or Abuse

Any Transportation Provider employee or contractor with knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste or abuse should notify his or her supervisor or other management official, who will in turn report the matter to ModivCare. Transportation Providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as ModivCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to ModivCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer's policy covering such matters.

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 ("PFCRA") authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- Is false, fictitious, or fraudulent;
- Includes or is supported by any written statement that omits a material fact, is false, fictitious, or fraudulent because of such omission and includes such material fact; or
- Is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official's report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures in the regulations implementing the PFCRA would be held.

State and Municipal False Claims Acts

In addition to the requirements of federal law, Transportation Providers must comply with applicable state laws. At this time, over half of the states have enacted False Claims Acts similar in substance and procedure to the federal laws described above. In addition, several municipalities, such as Chicago and New York City have their own False Claims Acts similar in substance and procedure to the federal laws described above. ModivCare will provide more information regarding state and municipal False Claims Acts upon request.

Fraud, Waste and Abuse / Company Detection

ModivCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below. Transportation Providers may apply some of these policies and procedures in their own businesses to ensure their operations are in compliance ModivCare's policy.

- A specific gatekeeping protocol during the reservation process is used to verify that the Member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by Transportation Providers checks whether the trip was performed by an eligible driver in a certified vehicle, that the price is correct, and that the Member signed for the trip.
- Standing orders are regularly recertified with the health care facility.
- Member attendance records at health care facilities are compared to Transportation Provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a trip number, and be performed in compliance with contract requirements to be paid.
- All network Transportation Provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a ModivCare contract.

In addition to furnishing their employees and contractors with ModivCare's policies and procedures, Transportation Providers should obtain and review fraud, waste and abuse training materials such as those developed by the Centers for Medicare & Medicaid Services ("CMS"). The CMS materials cover similar subject matters as ModivCare's policy but address Medicare requirements in more detail. Because the CMS materials are meant to assist in training programs for all providers in the healthcare arena, some of the materials may not seem fully applicable to Transportation Providers' businesses. Nonetheless, these materials have been specifically approved by CMS and

these or similar materials should be furnished to all Transportation Provider employees and contractors for review and consideration of how these policies and procedures apply in the transportation environment. The CMS materials are available from ModivCare or may be accessed online at www.cms.gov/MLNProducts, as well as on ModivCare's Transportation Provider website, http://transportationco.ModivCare.com.

ModivCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Transportation Providers must report suspected cases of fraud, waste, abuse or other impropriety. Transportation Providers must also cooperate in any investigations initiated by ModivCare or any government agency, as required by law.

ATTACHMENT 6: Medicare Advantage Program Requirements

Medicare Advantage Program Provider Agreement Requirements

To the extent that any MODIVCARE CLIENT offers non-emergency transportation (NET) services to Medicare Beneficiaries, the Centers for Medicare and Medicaid Services (CMS) and associated laws, rules and regulations regarding the Medicare Advantage (MA) Program require that CLIENT remain responsible for compliance of MODIVCARE and contracted NET providers and their respective employees with certain MA Program requirements including, without limitation, inclusion of certain mandatory provisions in MA provider participation agreements and/or associated documents including agreements between MODIVCARE and NET providers, as applicable. Some of these requirements are listed in the CMS Managed Care Manual, Chapter 11, Section 100.4 available on the CMS website. Additionally, revisions to certain applicable regulations are found in 74 Fed. Reg. 1494 (January 12, 2009) (amending 42 C.F.R. Parts 422 and 423).

As such, and in addition to the terms and conditions in the Agreement between MODIVCARE and PROVIDER, the Parties agree to the following terms and conditions to the extent applicable to NET Services rendered to Medicare Beneficiaries enrolled in MA health benefit plans. In the event of a conflict between the Agreement between MODIVCARE and Provider related to NET Services rendered to Medicare Beneficiaries and applicable provisions of this Addendum, this Addendum shall control.

Definitions

For purposes of this Addendum, the terms below shall have the following meanings:

- **"Books and Records"** means information including books, contracts, (including any agreements between MODIVCARE and its employees, contractors, and/or subcontractors that provide services related to Covered Services provided to Medicare Beneficiaries), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require.
- **"Covered Services"** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Medicare Beneficiary's MA Plan.
- **"Dual Eligible Member"** means a Medicare Beneficiary who is also entitled to medical assistance under a state plan under Title XIX ("Medicaid") of the Social Security Act (the Act).
- **"Health Plan"** means an entity that offers the MA health benefit plans in which Medicare Beneficiaries participate. For purposes of the Agreement and this Addendum, CLIENT is a Health Plan.
- **"MA Plan"** means the one or more MA health benefit plans offered or administered by Health Plan for Medicare Beneficiaries and under which MODIVCARE arranges for the provision of NET Services to Medicare Beneficiaries.
- **"Medicare Advantage Program"** or "MA Program" means the federal Medicare managed care program for Medicare Advantage (formerly known as "Medicare + Choice") products run and administered by CMS, or CMS' successor.
- **"Medicare Beneficiary"** means a person who is eligible for traditional Medicare under Title XVIII of the Act and CMS rules and regulations and enrolled with Health Plan.
- **"Medicare Contract"** means Health Plan's contract(s) with CMS to arrange for the provision of Covered Services to Medicare Beneficiaries enrolled in an MA Plan. "State" means the state in which MODIVCARE arranges for the provision of NET Services to Covered Services.
- **"State Medicaid Plan"** means the State's plan for medical assistance developed in accordance with Section 1902 of the Act and approved by CMS.

MA Program Requirements

PROVIDER agrees to the following terms and conditions to the extent applicable to its delivery of NET Services to

Medicare Beneficiaries under the Agreement.

Audits, Access and Retention of Books and Records.

PROVIDER shall permit audit, evaluation and inspection directly by Health Plan, the Department of Health and Human Services (HHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the HHS may deem necessary to enforce the Medicare Contract, of its physical facilities and equipment and any pertinent Books and Records.

All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the agreement under which PROVIDER renders services to Medicare Beneficiaries occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to:

1. Up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault;
2. Completion of any audit should that date be later than the time frame(s) indicated above;
3. If CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or
4. Such greater period of time as provided for by law.

PROVIDER shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Medicare beneficiaries to their medical, health and enrollment information and records. PROVIDER agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of PROVIDER and/or any of the above referenced individuals or entities: (1) to provide Health Plan and/or CMS with timely access to records, information and data necessary for Health Plan to meet its obligations under its Medicare Contract(s), and/or CMS to administer and evaluate the MA Program; and (2) to submit all reports and clinical information required by Health Plan under the Medicare Contract. [42 C.F.R. §§ 422.504(e)(4), 422.504 (h), 422.504(i)(2)(i), 422.504(i)(2)(ii) and 422.504(i)(4)(v)]

Privacy and Accuracy of Books and Records.

In accordance with the CMS Managed Care Manual and the regulations cited below, PROVIDER agrees to comply with all state and federal laws, rules and regulations, Medicare Program requirements, and/or Medicare Contract requirements regarding privacy, security, confidentiality, accuracy and/or disclosure of Books and Records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation:

1. HIPAA and the rules and regulations promulgated thereunder;
2. 42 C.F.R. § 422.504(a)(13); and
3. 42 C.F.R. §§ 422.118(d), 422.516 and 422.310 regarding reporting obligations to CMS.

PROVIDER also agrees to release such information only in accordance with applicable state and/or federal law, including pursuant to valid court orders or subpoenas.

Hold Harmless of Medicare Beneficiaries.

PROVIDER agrees that in no event including, but not limited to, non-payment by Health Plan, Health Plan's determination that services were not Medically Necessary, Health Plan's or MODIVCARE's insolvency, or breach of

the Agreement or any agreements between MODIVCARE and PROVIDER, shall PROVIDER bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Beneficiary for amounts that are the legal obligation of Health Plan, MODIVCARE and/or PROVIDER. PROVIDER further agrees that Medicare Beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. This provision (1) shall be construed for the benefit of Medicare Beneficiaries; (2) shall survive the termination of the Agreement and any agreements between any MODIVCARE and PROVIDER, regardless of the cause giving rise to such termination; and (3) supersedes any oral or written contrary agreement now existing or hereafter entered into between PROVIDER and Medicare Beneficiaries, or persons acting on behalf of Medicare Beneficiaries. [42 C.F.R. §§ 422.504(g)(1)(i) and (i)(3)(i)]

Hold Harmless of Dual Eligible Members.

With respect to Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, PROVIDER acknowledges and agrees that it shall not bill Dual Eligible Members the balance of ("balance-bill"), and that such Dual Eligible Members are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount PROVIDER receives is less than the allowed Medicare amount or PROVIDER charges due to limitations on additional reimbursement provided in the State Medicaid Plan. PROVIDER agrees that it will accept MODIVCARE's payment as payment in full or will bill the appropriate Health Plan or State source if MODIVCARE has not assumed the Health Plan's or State's financial responsibility under an agreement between MODIVCARE and Health Plan and/or the State. [42 C.F.R. § 422.504(g)(1)(iii)]

Compliance with Health Plan's Contractual Obligations.

PROVIDER agrees that any services it provides to Medicare Beneficiaries and Dual Eligible Members shall be consistent with and comply with the requirements of the Medicare Contract. To facilitate such compliance, Health Plan will provide to MODIVCARE a copy of the Medicare Contract and any amendments thereto. [42 C.F.R. § 422.504(i)(3)(iii)]

Prompt Payment of Claims.

MODIVCARE agrees to process and pay or deny PROVIDER's claims procurement and management of NET Services within the time frame set forth in the Agreement. [42 C.F.R. § 422.520(b)]

Delegation of Provider Selection.

As applicable, PROVIDER acknowledges that if Health Plan either expressly or impliedly delegates to MODIVCARE the selection of providers that render services to Medicare Beneficiaries, Health Plan retains the right to approve, suspend or terminate such downstream or subcontracted arrangements to the extent applicable to Medicare Beneficiaries enrolled with Health Plan. [42 C.F.R. § 422.504(i)(5)]

Compliance with Health Plan's Policies and Procedures.

PROVIDER agrees to comply with Health Plan's policies and procedures to the extent applicable to the services rendered by PROVIDER. Such policies may include written standards for the following: (1) timeliness of access to care and Member services; (2) policies and procedures that allow for individual Medical Necessity determinations (e.g., coverage rules, practice guidelines, payment policies); and (3) Health Plan's compliance program, which encourages effective communication between PROVIDER, MODIVCARE and Health Plan's Compliance Officer, and PROVIDER's participation in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. [42 C.F.R. §§ 422.11,2 422.504(i)(4)(v), 422.202(b), 422.504(a)(5), and 422.503(b)(4)(vi)(C),& (D), and (G)(3)]

Delegation Accountability Provisions.

PROVIDER agrees that, to the extent Health Plan in its sole discretion elects to delegate any administrative activities or functions to MODIVCARE, the following shall apply:

1. **Reporting Responsibilities.** Health Plan and MODIVCARE will agree in writing to a clear statement of such delegated activities and reporting responsibilities relative thereto. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(i)]

2. **Revocation.** In the event CMS or Health Plan determines that MODIVCARE does not satisfactorily perform the delegated activities and any plan of correction, any and all of the delegated activities may be revoked upon notice by the Health Plan to MODIVCARE. Revocation of any of the delegated activities will also terminate the entire Agreement (or market specific addendum if applicable). [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(ii)]

3. **Monitoring.** Any delegated activities will be monitored by the Health Plan on an ongoing basis and formally reviewed by the Health Plan at least annually. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(iii)]

4. **Credentialing.** The credentials of medical professionals, if any, affiliated with NET Services providers will either be reviewed by Health Plan or, in the event Health Plan has delegated credentialing to MODIVCARE, the credentialing process will be reviewed and approved by Health Plan, monitored on an ongoing basis, and audited at least annually. [42 C.F.R. §§ 422.504(i)(3)(ii) and 422.504(i)(4)(iv)]

5. **No Assignment of Responsibility.** MODIVCARE may not delegate, transfer or assign any of MODIVCARE's responsibilities with respect to Medicare Beneficiaries, Dual Eligible Members or any delegation agreement between Health Plan and MODIVCARE without Health Plan's prior written consent.

Compliance with Laws and Regulations.

PROVIDER agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and with all other applicable state and federal laws, rules and regulations, as may be amended from time to time including, without limitation: (a) laws, rules and regulations designed to prevent or ameliorate fraud, waste and abuse including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), and/or the anti-kickback statute (section 1128B(b) of the Act); (b) applicable state laws regarding patients' advance directives as defined in the Patient Self Determination Act (P.L. 101-58); (c) the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification rules found at 45 C.F.R. parts 160, 162, and 164; and (d) laws, rules and regulations and CMS instructions and guidelines regarding marketing. Additionally, and to the extent applicable, PROVIDER agrees to maintain full participation status in the federal Medicare program and shall ensure that none of its employees, contractors, or subcontractors is excluded from providing services to Medicare Beneficiaries under the Medicare program. [42 C.F.R. §§ 422.204(b)(4) and 422.752(a)(8)]

Accountability.

PROVIDER acknowledges that Health Plan oversees the provision of services by MODIVCARE and PROVIDER to Medicare Beneficiaries and that Health Plan is accountable under the Medicare Contract for such services regardless of any delegation of administrative activities or functions to MODIVCARE. [42 C.F.R. §§ 422.504(i)(1), (i)(4)(iii), and (i)(3)(ii)]

Benefit Continuation.

Upon termination of the Agreement and unless such termination was related to safety concerns, PROVIDER will continue to provide health care benefits/services to Medicare Beneficiaries in a manner that ensures medically-appropriate continuity of care for the time period required by applicable law. Specifically, for Medicare Beneficiaries who are hospitalized on the date of such termination, services will be provided through the applicable Medicare Beneficiary's date of discharge. [42 C.F.R. § 422.504(g)(2)] The Parties acknowledge the provisions set forth in this paragraph do not apply to the procurement and management of NET Services.

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West Virginia Provider Daily Trip Form

Provider/Facility Name **Week Ending:**

Driver name (As it appears on driver license): **Vehicle number** (last 6 digits of VIN):

Date of Service	MODV Confirmation Number	Level of Service A W S	Recipients Name	Pick-Up Time	Drop off time	Total trip mileage Per leg	Toll Receipt amount	Per trip billed amount per leg	Recipients Signature	Member unable to sign UTS

NOTE*** Leg of transport--a leg of transport is the point of pick-up to the destination. Example: Picking recipient up at residence and transporting to the doctor's office would be considered one leg; picking the recipient up at the doctor's office and transporting back to the residence would be considered the second leg of the trip. Each leg of the transport must be documented on separate lines. A signature is required for each driver log submitted. Pick-up and drop-off times must be documented and in military time for compliance purposes. I understand that ModivCare Solutions will verify the accuracy of the mileage being reported and I hereby certify that all trips on this log have been completed as per the ModivCare Manifest:

Driver/Facility Staff Signature _____ Print

ModivCare Claims Department, 798 Park Ave NW, 4th Floor, Norton, VA 24273



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Transportation Provider Manual

ADA Addendum

By addendum attachments #1 and #2 are hereby incorporated and made a part of ModivCare Solutions, LLC's ("ModivCare") Transportation Provider Manual.

Description:

Attachment 1 –ADA Addendum

Attachment 2 – ADA Materials Relating to Service Animals

ATTACHMENT 1

TRANSPORTATION PROVIDER MANUAL ADA ADDENDUM

MODV does not discriminate against any persons with disabilities, including those accompanied by service animals. Provider agrees that it will also not discriminate against any persons with disabilities, including those accompanied by service animals. Service animals are welcome onboard any transportation vehicle performing trips referred by ModivCare. A service animal is any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals perform some of the functions and tasks that the individual with a

disability cannot perform for him or herself. No additional fee or deposit may be charged to transport service animals.

Neither ModivCare nor Provider shall require Participants with service animals to provide proof that the service animal is licensed or certified as a service animal. If ModivCare or Provider is uncertain whether an animal is a service animal, the Participant may be asked whether the animal is required because of a disability; if the animal has been trained to perform services; and the nature of the services performed by the animal. No other inquiry into the service animal or the Participant's disability is permitted. Neither ModivCare nor the Provider is responsible for the care or supervision of any service animal.

ModivCare and Provider may exclude any service animal that displays vicious or aggressive behavior towards drivers or other Participants, or otherwise poses a direct threat to the health and safety of others. However, ModivCare and Provider shall not make assumptions about how a particular animal is likely to behave; each situation must be considered individually.

Provider agrees to train its employees, including but not limited to drivers who drive ModivCare-referred trips, on the requirements of the ADA, particularly as they pertain to Participants with service animals. Provider will provide proof of such training to ModivCare upon request. Provider agrees to distribute the attached material relating to service animals to its employees and drivers who handle ModivCare-referred trips.

ATTACHMENT 2

ADA MATERIALS RELATING TO SERVICE ANIMALS

What is a Service Animal?

Service animals include any dog that is individually trained to do work or perform tasks for individuals with disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals do not always have a harness, a sign, or a symbol indicating that they are service animals. A service animal is not a pet. Service animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them;
- Alerting people who are deaf or hard of hearing to sounds and the presence of others;
- Carrying and picking up items, opening doors, or flipping switches for people with disabilities who have limited use of hands or arms, limited use of their legs, or limited ability to bend or stoop;
- Pulling wheelchairs;
- Alerting people with disabilities to the onset of medical conditions such as seizures, protecting them and cushioning them if they fall, reviving them, and performing other tasks that reduce the risk of disability-related injury;
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication or waking him up, alerting a person with anxiety to the onset of panic attacks, orienting people with schizophrenia to reality, and
- Helping people with intellectual or cognitive disabilities to locate misplaced items, find places, or follow daily routines; and
- Providing physical support and assisting people with physical disabilities with stability and balance.

Requirements with Regard to Service Animals:

If we are unsure whether an animal meets the definition of a service animal, it is our policy to ask the individual only two questions:

- Is the dog a service animal required because of a disability?
- What work or task has the dog been trained to perform?

If the individual says yes to the first question and explains the work or tasks that the animal is trained to perform, we will transport the individual and his or her service animal without asking any additional questions about the service animal. We will not ask an individual questions about his or her disability. We will not ask an individual to show a license, certification, or special identification card as proof of their animal's training. We must permit service animals to accompany individuals with disabilities and will treat such individuals with the same courtesy and respect that we afford to all passengers.

We are not responsible for the care or supervision of any service animal. We may exclude any service animal that displays vicious or aggressive behavior towards drivers or other passengers, or otherwise poses a direct threat to the health and safety of others. However, we will not make assumptions about how a particular animal is likely to behave; each situation must be considered.

Attachment #2 - Important Phone Numbers

- Provider Line: 866-529-2029
- Provider Fax Line: 866-529-2031
- Reservation Line: 888-248-9895
- Where's My Ride Line: 800-486-4291
- Administrative Office: 866-684-0409
  - Transportation Supervisor: Ext. 2027
  - Transportation Manager: Ext. 2004
  - Director of Operations: Ext. 2002
  - General Manager: Ext. 2001

Attachment #3

Pick Up and Delivery Standards

Provider shall provide transportation services that comply with the following minimum service standards. MODV's or Client's staff, or their official agent, may ride on trips with the Participant to monitor service. Provider's performance and adherence to the following standards may be used as a basis for future trip assignments. Performance and adherence to the following standards shall be measured based upon analysis of completed trip logs, Participant and facility surveys, and Participant and facility complaints.

i. On time performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick up time or up to fifteen minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than fifteen minutes after the scheduled pick-up time is considered a "late pick-up." The monthly average for all pick-ups performed by Provider may not exceed 15 minutes after the scheduled pick-up time.

ii. Provider shall provide door-to-door service as the standard service although curb-to-curb service may be appropriate in certain circumstances as preauthorized by MODV.

iii. The driver shall make his presence known to the Participant upon arrival at the pick-up address and must wait at least ten (10) minutes after the scheduled pick-up time before the Participant may be considered a "no show." If the Participant is not present for pick up, the driver shall notify Provider's dispatcher before leaving the pick-up location and document the attempted pick-up on the daily trip log.

iv. Provider shall deliver the Participant to scheduled medical appointments within fifteen (15) minutes of the medical appointment time as standard practice, however, an earlier drop off before the appointment time may be acceptable in unusual situations on a case-by-case basis. However, in no event shall a Participant be dropped off for a medical appointment more than fifteen (15) minutes before the opening time of a medical office or facility. Provider shall ensure that Participants are picked up at prearranged times for the return trip if the medical service provider follows a regular schedule. The prearranged times may not be changed by Provider or the driver without prior permission from MODV.

v. Based on input from healthcare facilities, MODV reserves the right, in its sole discretion, to measure on-time performance of Provider by reference to the on-time delivery of Participants to scheduled medical appointments.

vi. For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within sixty (60) minutes after notice after the time the Provider is notified that the Participant is ready.

vii. If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled riders, Provider must contact waiting Participants at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.

viii. If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact MODV who will notify the medical provider of the late arrival.

ix. For same day hospital discharge reservations, Provider shall pick-up Participants within three hours after accepting the trip reservation from MODV.

x. Provider may "multi-load" (transport more than one client at a time) when the pickup and drop off time for

each individual in the vehicle does not exceed the time the Provider would take for each client separately; however, Provider may only transport those individuals who have been assigned by MODV. Provider shall not transport Participants with other passengers, except for those individuals who are required to assist the Participant and have been identified by MODV.

xi. No more than 2% of Provider's assigned trips shall be late or missed pick-ups. Providers with greater than 1% of their assigned trips as missed pick-ups may have their trips reduced. Habitual failure to meet this standard shall be a material breach of this Agreement and may result in termination of this Agreement.

xii. Provider shall not engage in any discriminatory practices, including, but not limited to, reroute or miss scheduled pick-ups due to discriminatory practices. Confirmation of discriminatory practices by Provider shall be a material breach of this Agreement and may result in termination of this Agreement.

xiii. An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, and in some cases, an adult escort may be required to accompany the child. Provider shall, at no additional charge, transport an adult escort of a minor Participant if and as directed by MODV. A minor Participant shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.

xiv. A transportation attendant or personal assistant may ride with a Participant if necessary to assist the Participant. The attendant or assistant shall assist the patient and the driver as requested.

xv. Provider must allow service animals in the vehicle, as needed; however, other animals shall not be allowed on board the vehicle.

xvi. Provider shall confirm the scheduled pick-up time with the Participant the day before the scheduled pick-up (urgent and same day trips are excluded).

Attachment #4

Vehicle Requirements

All vehicles utilized by Provider in the performance of services under this Agreement must meet the requirements listed below. Each vehicle is subject to an initial and bi-annual inspection by MODV as well as interim inspections as required by MODV in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by MODV do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as MODV and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with the following inspection standards, Connecticut licensing requirements, safety standards, Connecticut Highway and Transportation Department, or ADA regulations, or other State or Federal laws or regulations shall be immediately removed from service and shall pass a reinspection before it may be used to provide transportation services for Participants under this Agreement.

i. Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.

ii. The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.

iii. All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Participant.

iv. All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states "ALL PASSENGERS SHALL USE SEAT BELTS." Seat belts must be stored off the floor when not in use.

v. Provider shall have at least two seat belt extensions available in each vehicle.

vi. All vehicles shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.

vii. All vehicles shall have an accurate, operating speedometer and odometer.

viii. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.

ix. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.

x. The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.

xi. The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.

xii. All vehicles and equipment must be maintained and operated in accordance with the manufacturers' state and federal safety and mechanical operating and maintenance standards.

xiii. All vehicles shall have Provider's business name and telephone number displayed on at least both exterior sides.

xiv. The vehicle license number and MODV's toll-free and local phone numbers shall be prominently displayed in the interior of each vehicle.

xv. Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states "NO SMOKING."

xvi. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.

xvii. All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.

xviii. All vehicles shall be equipped with three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried on board.

xix. All vehicles shall carry extra electrical fuses.

xx. All vehicles shall carry a functioning flashlight and an ice scraper.

xxi. All vehicles shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

xxii. All vehicles shall contain a current map of the applicable geographic area or use a GPS system with sufficient detail to locate Participant and medical provider addresses.

xxiii. All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.

xxiv. Provider shall utilize only its own leased or owned vehicles and shall not sublet, subcontract or arrange for transportation under this Agreement from any third party.

xxv. All vehicles must be equipped with a two-way communications system linking each vehicle with the Provider's primary place of business. Cell phones are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.

xxvi. All vehicles must properly utilize approved child safety seats when transporting children in accordance with Connecticut laws and regulations. Participants are responsible for providing child safety seats when transporting children under the age of seven (7) years old or who weigh less than 60 pounds, regardless of age. Any child under age one or weighing less than 20 pounds shall be transported in a rear-facing position a child restraint system. Booster seats shall be anchored by a seat belt that includes a shoulder belt. Upon arrival for transportation, if the Participant does not provide the appropriate safety seat(s) for any child the Provider shall not transport the child and shall advise the Participant to reschedule the appointment. The provision does not apply to school student transportation vehicles or to buses having a tonnage rating of one ton or more.

xxvii. All vehicles shall have a functioning interior light within the passenger compartment.

xxviii. All vehicles shall have adequate sidewall padding and the vehicle's floor must be covered with commercial anti-skid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.

xxix. All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool

approved by MODV to aid Participant boarding. This step shall be capable of safely supporting 300 lbs. and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.

Wheelchair Vehicle Requirements.

All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Wheelchair Vehicles shall supersede the General Vehicle Requirements and the following provisions.

i. i) Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.

ii. ii) Each Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.

iii. iii) All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs.) load.

iv. iv) Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:

   a. Is capable of elevating and lowering a 600-pound load without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;

   b. The lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;

   c. The lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;

   d. The lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;

   e. The lift shall be powered from the vehicle's electrical system. The lift platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;

   f. The lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;

   g. The lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;

   h. All sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;

i. The lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on the outbound end to prevent ride over;

j. It is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;

k. The lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform; and 1) the lift platform must be equipped with a handrail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:

- Maximum height of thirty-eight inches;
- Minimum knuckle clearance of 1.5 inch;
- Able to withstand a force of 100 pounds; and
- Shall not reduce the lift platform width of at least thirty (30) inches.

v. Each wheelchair position in all vehicles shall have a wheelchair securement device (or "tie down") which shall:

a. Be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;

b. Be tested to meet a 30 mph/20gm standard;

c. Securely restrain the wheelchair during transport from moving forward, backward, lateral and tilting movements in excess of (2) inches;

d. Be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;

e. Have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A tract mounting lock system on the floor shall be flush with the floor and shall not be an obstruction or a tripping hazard. In all cases the straps shall be stored properly when not in use; and

f. Provide seat belts and/or shoulder harness that are attached to the floor or to the sidewall of the vehicle that shall be capable of securing both the passenger and wheelchair.

g. Members must be secured to the wheel chair by use of a lap belt to prohibit movement during transport

vi. Each wheelchair entrance door shall:

a. Maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;

b. Have no lip or protrusion at the door threshold of more than 1/2 inch, and be equipped with straps or locking devices to hold the door open when the lift or ramp is in use.

Stretcher Vehicle Requirements.

Stretcher van service, if applicable and allowed under the Agreement, is an alternative mode of non-emergency transportation. It shall be provided to an individual who cannot be transported in a sedan or wheelchair van and who does not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

A driver and an attendant shall staff the vehicle, which shall be specifically designed and equipped to provide non-emergency transportation of individuals on an approved stretcher. A stretcher vehicle shall be used for an individual who:

i. Needs routine transportation to or from a non-emergency medical appointment or service.

ii. Is convalescent or otherwise non-ambulatory and cannot use a wheelchair.

iii. Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is secured safely.

The following restrictions apply:

i. A stretcher passenger shall not be left unattended at any time.

ii. The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.

iii. The attendant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.

iv. The stretcher vehicle shall not be used:

   a. For emergency medical transportation;

   b. To transport a passenger who requires basic or advanced life support;

   c. To transport a passenger who has in place any temporary invasive device (including a saline lock), equipment such as an intravenous administration device, or an airway maintenance device. However, the Participant is eligible for transportation if he/she has a battery-operated ventilator and an adult escort trained to provide ventilator care will travel with the Participant, and if no other medical equipment or care is required.

   d. To transport a passenger who requires close observation or medical monitoring;

   e. To transport more than one (1) stretcher passenger at a time.

Non-Emergency Ambulance Vehicle Requirements.

All vehicles used to transport Participants that require covered non-emergency BLS or ALS service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Ambulances shall supersede the General Vehicle Requirements and the following provisions.

i. Ambulance vehicle must have at least one (1) gurney that is capable of supporting 400 pounds or more.

ii. Each gurney must have the capability to be lowered and raised from a height of 18" to a height necessary to load the gurney into the vehicle without requiring the gurney to be manually lifted from the ground.

iii. Each gurney must be equipped with no less than one safety belt.

iv. Ambulance vehicle must have the necessary equipment to "lock" the gurney securely in place while in the vehicle.

Attachment #5

Driver and Attendant Qualifications

All drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. Provider shall submit initial and annual documentation that each driver and attendant meets all applicable qualifications, and Provider's records of driver and attendant qualifications are subject interim inspection or audit by MODV in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. MODV and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement.

i. All drivers shall be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.

ii. Drivers who receive any combination of three (3) moving violations or accidents where the driver was at fault during the previous thirty-six (36) months shall be removed from service.

iii. Drivers shall not have had their driver's license suspended or revoked in the previous three (3) years.

iv. Provider shall comply with Connecticut laws and regulation regarding criminal background checks for all drivers, including fingerprinting as conducted by any law enforcement entity. Provider shall verify that drivers or attendants are not listed on the Connecticut Sex Offender Registry. The following will preclude a driver or attendant from providing services under this agreement: (1) conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement; (2) plea of guilty or nolo contendere or conviction for any felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years.

v. All drivers must meet current state and federal motor carrier safety regulations and guidelines.

vi. Each driver must have competent driving habits.

vii. Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service under this Agreement. Each driver and attendant shall successfully pass an initial ten-panel drug screen for traces of illicit drugs prior to providing service under this Agreement, as well as an annual tenpanel= drug screen. Provider shall ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants. In the event Provider is directly regulated by the Department of Transportation ("DOT") and must perform mandatory five-panel drug screens for its drivers, MODV will accept the DOT five-panel drug screen results in lieu of a ten-panel drug screen.

viii. Provider shall ensure that all drivers and attendants have been trained in Passenger Assistance and Blood Borne Pathogens. Drivers shall also be trained in Defensive Driving. Provider shall submit to MODV proof that drivers and attendants have completed all required training prior to them providing services under this Agreement. Certain training requirements may be inapplicable and waived for drivers or attendants certified as Emergency Medical Technicians (or equivalent certifications). Check with your local operations to verify which, if any, training courses are inapplicable for EMTs and similarly certified drivers and attendants.

Driver and Attendant Service Requirements and Performance

i. No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at any time. A driver or attendant can use prescribed medication as long as his/her, duties can still be performed in a safe manner and Provider has written documentation from a physician or pharmacist that the medication will not impact the ability of the driver.

ii. No drivers or attendants shall allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.

iii. No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Participants.

iv. No drivers or attendants shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.

v. No drivers or attendants shall solicit or accept money from Participants except for the collection of applicable co-payments as authorized by the Client.

vi. All drivers and/or attendants shall provide an appropriate level of assistance to a Participant when requested or when required by the Participant's physical condition.

vii. All drivers and attendants shall wear and have visible a nametag that is easily readable and includes their name and the name of the Provider.

viii. No drivers or attendants shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle.

ix. No drivers or attendants shall wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used in performance of services under this Agreement, and driver shall at all times comply with applicable laws regarding the use of cell phones by the driver of a moving vehicle.

x. All drivers shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination.

xi. No drivers or attendant shall leave a Participant unattended at any time.

xii. All drivers and/or attendants must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.

xiii. All drivers and attendants must assist the Participants in the process of being seated, including the fastening of seat belts. Drivers shall confirm prior to moving the vehicle that wheelchairs and wheelchair passengers are properly secured and that all Participants are properly belted in their seat belts.

xiv. All drivers and/or attendants must assist Participants to exit the vehicle and to move to the access area of the Participant's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.

xv. All drivers and/or attendants must provide physical support or assistance and oral directions to Participants. Such assistance shall also apply to wheelchairs and mobilitylimited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs.

xvi. All drivers and/or attendants shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are not responsible for Participant's personal items.

xvii. All drivers and attendants shall be courteous, patient and helpful to all Participants, be neat, and clean in appearance.

xviii. If a Participant or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.

xix. All drivers shall maintain a daily trip log that includes the following information:

a. Provider name;

b. Provider ID number

c. Vehicle number;

d. Driver's name;

e. Driver's signature

f. Names of Participants transported

g. Participant signature for each drop off

h. No show indicator, if applicable;

i. Actual arrival time at pick-up point;

j. Actual arrival time at drop-off point;

k. Date of service;

l. Name of attendant (if any) and attendant's signature;

m. Authorization stamp or signature of Provider, and any other pertinent information regarding completion of trips.

Sample Manifest

ModivCare

Transportation Provider Daily Trip List

Trips for Saturday 2/29/2013

PROVIDER'S NAME (99999)

03-62159-A ** Active ** ACAK-Kings

John Smith Jr. Age: 44

10:30 PU Resident (XXX) XXX-XXXX
16 Main St, Their town, HI 12345

10:57 DO Doctor's Office (XXX) XXX-XXXX
720 Best Rd. Any Town, HI 98766

LOS: A SMTWTFS PCA:0 AEsc: 0 CEsc: 0 Seats: 0 Miles: 15

Comments: alone

03-10182-B ** Active ** ACAK-Kings

John Smith Jr. Age: 44

17:30 PU New Valley Hospital (718) 712-6363
720 Best Rd. Far Rockaway, NY 11691

18:27 DO Garden View Nursing (718) 236-1234
16 Main St, Brooklyn, NY 11223

LOS: A SMTWTFS PCA:0 AEsc: 0 CEsc: 0 Seats: 0 Miles: 15

Comments: alone

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Transportation Provider Daily Trip List

Trips for Saturday 12/10/2011

PROVIDER'S NAME (302537)

****** THE FOLLOWING TRIPS HAVE BEEN CANCELLED ******

Trip ID	Name	PU Time	Address
03-98789-A	DOE, JANE	10:12	14 Deep Dish Pizza Rd, Brooklyn, NY 11223
03-89758-A	JONES, WILFERD	10:12	37 Hot Dog St., Brooklyn, NY 11223
03-98789-B	ME DOE, JANE	17:12	72 Heartburn Ave., Far Rockaway, NY 11691
03-89758-B	JONES, WILFERD	17:12	72 Heartburn Ave., Far Rockaway, NY 11691

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modivcare
FORMERLY LOGISTICARE

Trip Log
ModivCare Solutions, LLC

Date of Service _____ **Provider** _____

Driver Name _____ **Vehicle number - Last 6 of VIN** _____

	Job # Trip #	Name of the Attendant	Show or No Show	L or W ?	S or N ?	Pick-up Town	Arrival Time	Drop-off Town	Drop-off Time	Member/Attendant Signature	Total Trip Mileage	Trip Billed Amount
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
										Total Charges this sheet		

Legend: L or W = Livery or Wheelchair S or NS = Shared or Non-Shared

Note: The client must sign driver log. If anyone other than the client signs this log for the recipient, the relationship to the recipient and title must accompany their signature. Also required is a notation in the client signature column of this trip log as to why the recipient is unable to sign.
Signatures certify that beneficiary or responsible party not only received the service, but that the times denoted by the driver are true and correct. If the times are not correct, the beneficiary should note the actual times of service beside their name in the signature line.

I hereby certify that the information herein is true, correct and accurate:

Driver's signature _____

Re-Route Form

modivcare
FORMERLY LOGISTICARE

ModivCare Passback Form
FAX to 855-882-5995

Company Name -

Date of Service

Passback	Job #	Trip A / B or Both	Member's Name Last, First	Reason for passback	Passback

**** When Passinging trips back Please use one of the following codes ** :**

Call Volume - (CV)
Safety Concerns - (SC)
Not with Operating Area - (OA)
Timing Conflict - (TC)
Refuse to Transport (specify reason) - (RT)
No-Show Abuser - (NA)
No Longer Travels - (NT)

ModivCare Cancellation Report
FAX Daily

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Cancellation Form

Company Name -

Date of Service

Job #	Trip A / B or Both	Member's Name Last, First	Reason for Cancelling

**** When canceling trips please use one of the following codes ** :**

RNS Rider No Show
RCSN Rider Canceled w/ Notice
OM Rider Trans by Other Means
DG Rider No Longer Goes to Facility
OC Rider Trans by Another Company
RT Rider Refused Transport
CX Canceled By __

BAD Bad Address
RES Appt Rescheduled
SICK Rider is Sick
LNA Location not Accessible
HOSP Rider in Hospital
DUP Duplicate Call
RTPU CX AT PICK UP POINT

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Vehicle Update Form

Company Name:							
Vehicle # (last 6 Digits of VIN)	Year	Make	Type (Sedan/van/Wheelchair	Vehicle Identification Number (VIN)	State	Expiration Date	Status (Active/Inactive)

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MILEAGE ADJUSTMENT LOG

TRANSPORTATION PROVIDER NAME: _____

DATE OF TRANSPORT	TRIP #	MEMBER LAST NAME	PICK-UP ADDRESS	MILEAGE REQUESTED	PROVIDER NOTES	Completed by ModivCare *Miles Approved by ModivCare*

To Be Completed by ModivCare:		
Date Received: _____		
Completed By: _____		
Faxed to Provider: _____		

PLEASE FAX TO: 1-855-882-5995

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MILEAGE ADJUSTMENT LOG

TRANSPORTATION PROVIDER NAME: _____

DATE OF TRANSPORT	TRIP #	MEMBER LAST NAME	PICK-UP ADDRESS	MILEAGE REQUESTED	PROVIDER NOTES	Completed by ModivCare *Miles Approved by ModivCare*

To Be Completed by ModivCare:		
Date Received: _____		
Completed By: _____		
Faxed to Provider: _____		

PLEASE FAX TO: 1-855-882-5995

Vehicle Inspection Form

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Transportation Provider: _____
Vehicle Make: _____
Year: _____
Capacity: _____
VIN #: _____ **New** **Add** **Delete**

Insp. Date: **Insp. Time:** **Odometer Reading:**

Check Items	Pass	In service for 10 more days until re-inspec	Fail	Check Items	Pass	In service for 10 more days until re-inspec	Fail
Exterior Safety				**Signs**			
Horn**				Exterior Signage			
2 Exterior Mirrors**				"NO SMOKING/EATING/DRINKING"			
Brakes**				"All passengers wear seat belts"			
Brake Lights**				Placard Signs (Interior)			
Headlights**				**Structural**			
Turn Signals**				Wall Padded/Headliner			
Parking Brakes**				Internal Fish-eye Mirror			
Tires -3/32**				Vehicle Body Intergrity			
Communication				Doors Operational**			
2-way Radio**				**W/Chair Lift Vehicle Hydraulic Drop FL (circle one)**			
Cellular Phones**				56" Headroom**			
Interior Safety Equipment				Hydraulic/Electric Lift			
Step/Running Board				Hand Rails**			
Seat Belts**				Controls Inside**			
2 Seat Belt Extensions				Shoulder Restraint**			
Seat Belt Cutter**				Lap Belt**			
Child Seats				4 Floor Straps-Forward Facing**			
Rubber/Carpet Floor				Lift Lock In Up/Position**			
Spill Kit				Engine Interlock**			
First Aid Kit				Lift Reflector Tape			
Fire Exting. Mounted**				Lift Control Securement**			
Fire Exting. Tagged				Metal Mesh Non-Skid Plate**			
3 Emer. Reflectors				56" h X 30" w Door Opening**			
Interior Lights				Emergency Manual Lift**			
Upholstery							
Clean Interior							
Windows**							
Operational A/C**				**Comments:**			
Operational Heat**							
Information Package							
Cab Card							
Registration							
Insurance ID Card							
Accident/Incident Forms							
Map - Service Area							

VEHICLE STATUS: **Pass** **Pass w/Qualification** **Fail/Redline (delete)**

**Vehicle may be Red-lined *(Circle one of the above)*

RE-INSPECT DATE:_____ *(If status is "Pass w/Qualification", re-inspect within 10 days)*

FIELD MONITOR SIGNATURE: _____

DRIVER SIGNATURE:

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WEST VIRGINIA PROVIDER EMPLOYEE UPDATE

☐ Livery ☐ SMV ☐ EMT ☐ Attendant

Provider Company Name: _____

Employee: ☐ New ☐ Update ☐ Termination

Termination Date: _____

Last Name	First Name	M.I.

Date of Birth _____ Social Security Number _____

Driver's License # _____ Expiration Date of License _____

Please initial all that apply to the packet	Provider	Operations	Corp
Office of the Inspector General (OIG)			
Excluded Persons List Service (EPLS)			
Driver's License (Must have WV state license)			
10 Panel Drug Screen (annual check required)			
Medical Review Officer			
Chain of Custody			
Physician's statement for positive tests due to prescribed medication			
Sex Offender Check (annual check required)			
Notify MODV within 3 business days of any conviction or pending charges			
Motor Vehicle Report (annual check required)			
5 year history			
No more than 1 moving violations or at fault accidents in the last 3 years			
No suspensions or DUI/DWI in the past 3 years			
Criminal Background Check (annual check required)			
5 year national check			
No felonies or misdemeanors			
No crimes of violence, substance abuse or sexual abuse			
No plea of guilty, nolo contendere, or conviction.			
Child Abuse Check (annual check required)			
Training			
CTAA Pass Basic			
CTAA Pass (for SMV only)			
National Safety Council (NSC) First Aid / CPR / AED			
or American Red Cross First Aid			
and American Red Cross CPR			
National Safety Council (NSC) Defensive Driving			
or Smith Defensive Driving			

For ModivCare Use Only

Date Received _____

Date Sent Corporate _____

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Accident/ Incident Report

Date of Accident/Incident: _____ **Time of Accident/Incident:**__

Transportation Provider: _____ **Date Reported :**

Contact Person: _____ **Telephone #:**_____

Address: **Fax #:**

Driver of Provider's Vehicle: _____**Driver's License #**

Make, Model & Year of Provider's Vehicle _____

Vehicle Tag #: _____ **VIN**_____

Vehicle Owner: _____ **Insurance Carrier:**_____ **Policy #** _

Damage to Provider's Vehicle:_____

Driver of Other Vehicle: _____ **Driver's License #**

Make, Model & Year of Other Vehicle _____

Vehicle Tag #: _____ **VIN**_____

Vehicle Owner: _____ **Insurance Carrier:**_____ **Policy #**

Damage to Other Vehicle: _____

Detailed Description of accident/incident: (attach additional pages if necessary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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Attachment # 12 – Accident and Incident Report

Check all that apply

Injuries: No _____ Yes _____ Minor _____ Serious _____ Fatal_____
Injured: Recipient (s) _____ Driver _____ Attendant _____ Escort _____ Other

Name #1: Medicaid #: Phone #:

Address:

Description of Injury: _____
Treated at: Scene _____ Medical Facility _____ Name Med. Facil.:

Brief Description of Treatment: _____

Name #2: _____ Medicaid #: _____Phone #:

Address:

Description of Injury: _____
Treated at: Scene _____ Medical Facility _____ Name Med. Facil.:

Brief Description of Treatment: _____

Name #3: _____ Medicaid #: _____Phone #:

Address:

Description of Injury: _____
Treated at: Scene _____ Medical Facility _____ Name Med. Facil.:

Brief Description of Treatment: _____

Name #4: _____ Medicaid #: _____Phone #:

Address: _____

Description of Injury: _____
Treated at: Scene _____ Medical Facility _____ Name Med. Facil.: _

Brief Description of Treatment: _____

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Attachment # 12 – Accident and Incident Report

Were emergency services called? 911___ Police ___ Ambulance___ Tow truck ___ No____

If Motor vehicle accident, who was charged? _____
Attached: Police Report _____ Other ____

Report Submitted by: _____ Phone #: _____ Date:
Print/type name

_____
Signature

Provider: Do not write below this line. For MODV use only.

Immediate corrective action taken by MODV

_____
_____
_____
_____
_____
_____
_____

ADDENDUM TO ACCOUNT SETUP AGREEMENT

FRAUD, WASTE AND ABUSE PREVENTION POLICY

Federal law requires that entities that receive at least $5 million in annual payments under a State Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the Company's procedures for detecting fraud, waste and abuse.

ModivCare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about ModivCare's policies and procedures to detect and prevent fraud, waste and abuse. We require that you adhere to these policies and disseminate the information in this Addendum to all employees and contractors. The information in this policy forms part of ModivCare's employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by federal law – specifically, the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act prohibits the submission of false claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act provides the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits, among other things:

- Knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- Knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- Conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- Knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information.

Enforcement

The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False Claims Act allows private individuals to bring "qui tam" actions for violations of the False Claims Act.

Reporting Suspected Fraud, Waste or Abuse

An employee or contractor who has knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste or abuse should notify his or her supervisor or other management official, who will in turn report the matter to ModivCare. Transportation providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as ModivCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to ModivCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer's policy covering such matters.

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 ("PFCRA") authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- Is false, fictitious, or fraudulent;
- Includes or is supported by any written statement that:
  - Omits a material fact;
  - Is false, fictitious, or fraudulent as a result of such omission; and
  - Include such material fact; or is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official's report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

In addition to the requirements of federal law, you must comply with applicable state laws. At this time, nearly forty states have enacted False Claims Acts that are similar in substance and procedure to the federal laws described, above. In addition, a number of municipalities, such as Chicago and New York City have their own False Claims Acts that are similar in substance and procedure to the federal laws described above. ModivCare will provide more information regarding the state False Claims Acts upon request.

Fraud, Waste and Abuse / Company Detection

ModivCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below.

- A specific gate keeping protocol during the reservation process is used to verify that the member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by transportation providers checks whether the trip was performed by an eligible driver in a certified vehicle; that the price is correct; and that the member signed for the trip.
- Standing orders are regularly recertified with the health care facility.
- Patient attendance records at health care facilities are compared to provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements in order to be paid.

- All network transportation provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a ModivCare contract.

ModivCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Providers are required to report suspected cases of fraud, waste, abuse or other impropriety. Providers must cooperate in any investigations initiated by ModivCare or any government agency, as required by law.

ACKNOWLEDGEMENT OF RECEIPT

PROVIDER NAME: _____

PROVIDER SIGNATURE: _____ DATE: _____

ATTACHMENT #14

Medicare Advantage Programs -Provider Agreement Requirements

To the extent that any MODV Client offers NET services to Medicare beneficiaries, the Centers for Medicare and Medicaid Services ("CMS") and associated laws, rules and regulations regarding the Medicare Advantage ("MA") Program require that the Client provide for compliance of contracted network providers and their respective employees with certain MA program requirements including, without limitation, inclusion of certain mandatory provisions in MA provider participation agreements and/or associated documents including agreements between MODV and subcontracted transportation providers, as applicable. A list of some of these requirements can be found in the CMS Managed Care Manual, Chapter 11, Section 100.4, as published by CMS and available on the CMS website. Additionally, revisions to certain applicable regulations can be found in 74 Fed. Reg. 1494 (January 12, 2009) (amending 42 C.F.R. Parts 422 and 423). As such and in addition to the terms and conditions in the Agreement between MODV and Provider, Provider agrees to the following terms and conditions to the extent applicable to NET services rendered to Medicare beneficiaries enrolled in MA health benefit plans. In the event of a conflict between the contract between MODV and Provider related to services rendered to Medicare beneficiaries and applicable provisions of this Medicare Advantage Program Provider Requirements Addendum ("Addendum"), this Addendum shall control.

II. Definitions.

For purposes of this Addendum the following additional terms shall have the meaning set out below:

1. **"Covered Services"** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Medicare beneficiary's MA Plan.
2. **"Dual Eligible Member"** means a Medicare beneficiary who is also entitled to medical assistance under a state plan under Title XIX ("Medicaid") of the Social Security Act (the "Act").
3. **"First Tier Entity"** means ModivCare Solutions, LLC. .
4. **"Health Plan"** means the entity that offers the MA health benefit plans with which Medicare beneficiaries participate.
5. **"MA Plan"** means the one or more MA health benefit plans offered or administered by Health Plan(s) for Medicare beneficiaries and under which Provider renders services to Medicare beneficiaries.
6. **"Medicare Advantage Program or MA Program"** means the federal Medicare managed care program for Medicare Advantage (formerly known as Medicare+Choice) products run and administered by CMS, or CMS' successor.
7. **"Medicare Contract"** means Health Plan's contract(s) with CMS to arrange for the provision of health care services to certain persons enrolled in an MA Plan who are eligible for Medicare under Title XVIII of the Social Security Act.
8. **"State"** means the state in which Provider provides the Covered Services.
9. **"State Medicaid Plan"** the State's plan for medical assistance developed in accordance with Section 1902 of the Act and approved by CMS.
10. **"Medicare beneficiary"** means those designated individuals eligible for traditional Medicare under Title XVIII of the Social Security Act and CMS rules and regulations and enrolled with Health Plan.

II. Additional MA Program Obligations and Requirements.

Provider agrees to the following terms and conditions to the extent applicable to NET services rendered to Medicare beneficiaries.

A. **Audits; Access to and Record Retention.** Provider shall permit audit, evaluation and inspection directly by Health Plan, the Department of Health and Human Services (HHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the HHS may deem necessary to enforce the Medicare Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Provider and its employees, contractors and/or subcontractors providing services related to services provided to Medicare beneficiaries), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require (collectively, "Books and Records"). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the agreement under which Provider renders services to Medicare beneficiaries occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Provider shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Medicare beneficiaries to their medical, health and enrollment information and records. Provider agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities: (i) to provide Health Plan and/or CMS with timely access to records, information and data necessary for: (1) Health Plan to meet its obligations under its Medicare Contract(s); and/or (2) CMS to administer and evaluate the MA program; and (ii) to submit all reports and clinical information required by Health Plan under the Medicare Contract. [42 C.F.R. §§ 422.504(e)(4), 422.504 (h), 422.504(i)(2)(i), 422.504(i)(2)(ii) and 422.504(i)(4)(v)]

B. **Privacy and Accuracy of Records.** In accordance with the CMS Managed Care Manual and the regulations cited below, Provider agrees to comply with all state and federal laws, rules and regulations, Medicare program requirements, and/or Medicare Contract requirements regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (i) HIPAA and the rules and regulations promulgated thereunder; (ii) 42 C.F.R. § 422.504(a)(13); and (iii) 42 C.F.R. § 422.118; (d) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Provider also agrees to release such information only in accordance with applicable state and/or federal law, including pursuant to valid court orders or subpoenas.

C. **Hold Harmless of Medicare Beneficiaries.** Provider hereby agrees: (i) that in no event including, but not limited to, non-payment by Health Plan or First Tier Entity, Health Plan's determination that services were not Medically Necessary, Health Plan's or First Tier Entity's insolvency, or breach of the agreement between

Provider and First Tier Entity that is the subject hereof or the agreement between First Tier Entity and Health Plan, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare beneficiary for amounts that are the legal obligation of Health Plan and/or First Tier Entity; and (ii) that Medicare beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. Provider further agrees that this provision (a) shall be construed for the benefit of Medicare beneficiaries; (b) shall survive the termination of the agreements between Provider and First Tier Entity and First Tier Entity and Health Plan regardless of the cause giving rise to such termination; and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Medicare beneficiaries, or persons acting on behalf of a Medicare beneficiary. [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i)]

D. **Hold Harmless of Dual Eligible Members.** With respect to those Medicare beneficiaries who are designated as Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, Provider acknowledges and agrees that it shall not bill Medicare beneficiaries the balance of ("balance-bill"), and that such Medicare beneficiaries are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount Provider receives is less than the allowed Medicare amount or Provider charges due to limitations on additional reimbursement provided in the State Medicaid Plan. Provider agrees that it will accept First Tier Entity's payment as payment in full or will bill the appropriate State source if Health Plan has not assumed the State's financial responsibility under an agreement between Health Plan and the State. [42 C.F.R. § 422.504(g)(1)(iii).]

E. **Accordance with Health Plan's Contractual Obligations.** Provider agrees that any services provided to Medicare beneficiaries shall be consistent with and comply with the requirements of the Medicare Contract. [42 C.F.R. § 422.504(i)(3)(iii).]

F. **Prompt Payment of Claims.** First Tier Entity will process and pay or deny claims for Covered Services within the timeframe set forth in the agreement between Provider and First Tier Entity . [42 C.F.R. § 422.520(b).]

G. **Delegation of Provider Selection.** As applicable, Provider understands that if selection of providers who render services to Medicare beneficiaries has been delegated to First Tier Entity by Health Plan, either expressly or impliedly, then Health Plan retains the right to approve, suspend or terminate such downstream or subcontracted arrangements to the extent applicable to Medicare beneficiaries enrolled with Health Plan. [42 C.F.R. § 422.504(i)(5).]

H. **Compliance with Health Plan's Policies and Procedures.** Provider shall comply with all policies and procedures of Health Plan to the extent applicable to the services rendered by Provider. Such policies may include written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); and (c) Health Plan's compliance program which encourages effective communication between Provider and Health Plan's Compliance Officer and participation by Provider in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. [42 C.F.R. § 422.112; 42 C.F.R. § 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

I. **Delegation (Accountability) Provisions.** Provider agrees that to the extent Health Plan, in Health Plan's sole discretion, elects to delegate any administrative activities or functions to First Tier Entity, the following shall apply:

1. **Reporting Responsibilities.** The Health Plan and First Tier Entity will agree in writing to a clear statement of such delegated activities and reporting responsibilities relative thereto. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(i)]

2. **Revocation.** In the event CMS or Health Plan determines that First Tier Entity does not satisfactorily perform the delegated activities and any plan of correction, any and all of the delegated activities may be revoked upon notice by the Health Plan to First Tier Entity. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(ii)]

3. **Monitoring.** Any delegated activities will be monitored by the Health Plan on an ongoing basis and formally reviewed by the Health Plan at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iii)]

4. **Credentialing.** The credentials of medical professionals, if any, affiliated with Provider and/or First Tier Entity will either be reviewed by Health Plan or, in the event Health Plan has delegated credentialing to First Tier Entity, First Tier Entity's credentialing process will be reviewed and approved by Health Plan, monitored on an ongoing basis and audited at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iv)]

5. **No Assignment of Responsibility.** Provider understands that Provider and/or First Tier Entity may not delegate, transfer or assign any of Provider's or First Tier Entity's obligations with respect to Medicare beneficiaries or any delegation agreement between Health Plan and Provider and/or First Tier Entity without Health Plan's prior written consent.

J. **Compliance with Laws and Regulations.** Provider agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and with all other applicable state and federal laws, rules and regulations, as may be amended from time to time including, without limitation: (a) laws, rules and regulations designed to prevent or ameliorate fraud, waste and abuse including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and/or the anti-kickback statute (section 1128B(b) of the Act); (b) applicable state laws regarding patients' advance directives as defined in the Patient Self Determination Act (P.L. 101-58), as may be amended from time to time; (c) Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification rules found at 45 C.F.R. parts 160, 162, and 164; and (d) laws, rules and regulations and CMS instructions and guidelines regarding marketing. Additionally, and to the extent applicable, Provider agrees to maintain full participation status in the federal Medicare program and shall ensure that none of its employees, contractors, or subcontractors is excluded from providing services to Medicare beneficiaries under the Medicare program. [42 C.F.R. § 422.204(b)(4) and 42 C.F.R. § 422.752(a)(8)]

K. **Certification Regarding Lobbying.** To the extent any compensation paid by MODV to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, the undersigned certifies, to the best of his or her knowledge, that:

   I. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of the Contractor for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   II. If any funds other than Federal appropriated funds have been paid or will be paid to any person

for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds $100,000, the Contractor shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

The failure to file the required certification shall subject the violator to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

L. **Accountability.** Provider hereby acknowledges and agrees that Health Plan oversees the provision of services by Provider to Medicare beneficiaries and that Health Plan shall be accountable under the Medicare Contract for such services regardless of any delegation of administrative activities or functions to Provider or First Tier Entity. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii)]

M. **Benefit Continuation.** Upon termination of Provider's status as a participating provider with Health Plan (unless such termination was related to safety or other concerns), Provider will continue to provide health care benefits/services to Medicare beneficiaries in a manner that ensures medically appropriate continuity of care and for the time period required by applicable law. Specifically, for Medicare beneficiaries who are hospitalized on the date of such termination, services will be provided through the applicable Medicare beneficiary's date of discharge. [42 C.F.R. § 422.504(g)(2)]. The parties acknowledge the provisions set for in this paragraph are not applicable to NET services.



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Attachment 3_West Virginia Resumes_Key Personnel

Table of Contents

JOSHUA McGILL | Project Manager.....page 3
TODD BACCHUS | Provider Manager .....page 5
TIARA WOODS| Provider Relations Manager ..... page 6
DEANDRE HOUSE | Call Center Manager.....page 8
TIFFANY NORMAN | Mass Transit Coordinator..... page 9
TYRONE THOMPSON | Contact Center Supervisor..... page 11
BRIANNA PARKS | Member Care Center Supervisor..... page 14
JIM WILLIAMS | Reports Manager ..... page 17
CHRIS KINGERY | Fraud Waste Abuse and Misuse..... page 18
RICHARD W. L. PITTMAN | Complaint Coordinator..... page 20
ROY A. WELCH | Complaint Coordinator ..... page 21
DESTINY SHOCKLEY | Appointment Veri ication ..... page 23
JASMYNN ALLEN | Appointment Veri ication..... page 24
RAFAEL TORRES JR. | Field Services Specialist ..... page 25
MARK COURTS | Field Services Specialist..... page 27
CHELSIE JONES | Claims Processor..... page 28
KIARAH GREEN | Claims Processor ..... page 29

JOSHUA MCGILL

Project Manager



EXPERIENCE:

Modivcare
Project Manager– NE Region | 2024 – Present

- Improved team productivity by implementing performance metrics and accountability structures
- Streamlined operations through process improvements and automation
- Instituted formal operating procedures and enforced adherence to policies and regulations that impacted the bottom line

Modivcare
Sr. Director, Transportation | 2019 – 2024

- Managed multiple client relationships across Medicaid, Medicare, and other government programs valued at $40M+ per year; led network development and operations teams
- Reduced costs above contracted rates by $250K, improving gross margin
- Expanded fraud/waste/abuse (FWA) detection and prevention, preventing an additional $75K in fraudulent claims

Modivcare
Call Center Manager | 2018 – 2019

- Oversaw daily operations for a customer service center of 65 employees (agents, leads, supervisors) and exceeded contracted KPI requirements
- Implemented FWA detection/prevention program preventing >$25K in fraudulent claims
- Built a coaching/development program that reduced handle time and AUX usage and improved member satisfaction scores

Ticketmaster
Senior Operations Manager | 2016 – 2018

- Led customer service phone, email, chat, and fraud prevention operations for 150 agents, 11 supervisors, and 2 assistant managers
- Drove fraud prevention operations resulting in >$100M in prevented activity
- Co-developed and facilitated leadership development training (lead through director levels)

Ticketmaster
Operations Manager | 2013 – 2016

- Managed operations for 140 agents and 10 supervisors across phone, email, chat, and fraud prevention.
- Launched the "Power Hour" QA/coaching program, improving customer satisfaction and NPS.
- Expanded fraud prevention by adding two lines of business, yielding efficiencies, cost savings, and higher prevention rates.

Ticketmaster
Fraud Prevention Manager (2009 – 2013)

- Directed transactional review and fraud detection with a 25-person team using internal and third-party tools.
- Built a new-hire training program that streamlined onboarding, reduced attrition, and increased prevention rates.
- Led EVP-assigned special projects to strengthen fraud prevention and team management across business units.

EDUCATION:

- B.S., Supply Chain and Operations Management — Western Governors University (Expected 2026)
- A.A., General Studies — BridgeValley Community & Technical College
- Results Foundry at Workboard — OKR Coach (2023)
- Business Analytics — Western Governors University (2024)

TODD BACCHUS

Provider Manager



EXPERIENCE:

Modivcare WV
Field Service → Provider Relations Manager → Provider Manager | 2018 – Present

- Lead the West Virginia provider network; drive performance and compliance
- Awarded PRM of the Year (2021) for outstanding contributions
- Established virtual inspection process during COVID to maintain oversight
- Implemented a liquidated-damages process to improve provider performance
- Covered dual responsibilities while onboarding new providers

Kanawha County Ambulance
Paramedic → Lieutenant → Captain → Communications Center Supervisor | 1986 – 2018

- Supervised teams of up to 36; managed station operations and payroll
- Provided high-acuity patient transport and led training/communications programs

Metro Communications 911
Assistant Training Instructor, EMD | 2017 – 2022

- Delivered Emergency Medical Dispatch training to new employees

WV K9 Search and Rescue Services of WV, Inc.
K9 Search Handler / Administrative Volunteer | 2018 – Present

- Responded to search requests; co-founded nonprofit and supported grant funding
- Transitioned to administrative role to sustain operations

EDUCATION:

- Paramedic Certification — WV Community College (1986)
- High School Diploma — St. Albans High School (1986)

TIARA WOODS

Provider Relations Manager



EXPERIENCE:

Modivcare
Provider Relations Manager | 2025 – Present

- Serve as the primary liaison with healthcare providers to drive satisfaction and engagement
- Monitor performance, address concerns, and implement improvement strategies
- Conduct provider education on policies, procedures, billing, and program updates
- Resolve issues related to claims, reimbursement, and authorizations; collaborate cross-functionally

Modivcare (formerly LogistiCare)
Exceptions Manager | 2021 – 2025

- Led daily operations for the Exceptions Team and coached staff to targets
- Improved efficiency for standing orders across email, digital, and fax workflows
- Built client relationships and partnered across teams to troubleshoot issues
- Trained and mentored team members on policy and process adherence

LogistiCare
Outreach Coordinator / Facility Liaison | 2018 – 2021

- Served as first point of contact for hospitals/clinics; trained on TripCare portal
- Delivered onsite presentations and ongoing education for facilities
- Coordinated with internal teams to expand training and adoption

Vance Family Services
Independent Contractor | 2018

- Completed home intakes and SNS reports; supported adult life skills/parenting
- Appeared in court as needed to report program progress

WV – Child Support Enforcement
Child Support Specialist III | 2016 – 2018

- Established/enforced cases; prepared and filed court documents
- Administered paternity testing and managed walk-in/intake and phone support
- Acted as backup supervisor for escalated customer issues

Maximus — Bureau for Child Support Enforcement
Lead Child Support Specialist | 2011 – 2016

- Managed complex casework; handled high call volume and customer inquiries
- Mentored new staff and supported escalations and training

EDUCATION:

- M.H.A. — Kaplan University (now Purdue University Global) (2017)
- Board of Regents/Sociology — Marshall University

DEANDRE HOUSE

Call Center Manager



EXPERIENCE:

LogistiCare (ModivCare) — Charleston, WV
Call Center Manager | 2018 – Present)

- Led up to 70 customer service professionals serving Medicaid recipients.
- Resolved complex issues and coached teams for peak performance.
- Assigned work, delivered corrective actions, and evaluated results.

Medical Transportation Management — Charleston, WV
Customer Service Supervisor | 2014 – 2018

- Supervised 20–25 CSRs; handled escalations and policy adherence.
- Drove performance through coaching and continuous improvement.

BridgeValley Community & Technical College — South Charleston, WV
Laboratory Assistant | 2012 – 2014

- Supported department operations; communicated revised policies to students.

EDUCATION:

- B.S., Business Administration — Ohio Valley University (2008); Minor: Organizational Concepts

TIFFANY NORMAN

Mass Transit Coordinator



EXPERIENCE:

Modivcare (formerly LogistiCare)
Mass Transit Coordinator| 2019 – Present

- Manage team performance to meet NEMT transportation needs
- Implement and communicate new processes/policies across departments and with clients, contracted companies, and participants
- Led team initiatives that reduced costs, increased use of affordable options, and lowered missed opportunities

LogistiCare
Customer Advocate | 2018 – 2019

- Coordinated with contracted transportation companies to provide NEMT

LogistiCare
Customer Service Representative | 2018

- Handled inbound calls to schedule NEMT

Alorica
Customer Service Agent | 2017 – 2018

- Assisted Mountaineer Gas customers via inbound calls

Books-A-Million
Merchandiser | 2015 – 2016

- Maintained merchandise presentation to promote sales

Cracker Barrel
Cashier / Merchandiser / Trainer | 2010 – 2015

- Delivered customer service, executed plan-o-grams, and trained new hires

EDUCATION:

- High School Diploma — Riverside High School
- Marshall University — Coursework

TYRONE W. THOMPSON

Contact Center Supervisor



EXPERIENCE:

ModivCare
Contact Center Supervisor | August 2019 – Present

- Presently in charge of 15 to 24 agents.
- Accomplishing agent results by coaching, counseling, and implementing corrective actions as needed.
- Enforcing call center policy and procedures, planning, monitoring and appraising agent performance
- Reviewing timecards, approving payroll, and correcting scheduling issues
- Other duties include attending meetings regarding operations as needed

Modivcare (formally Logisticare)
Real Time Analyst WV | November 2018 - August 2019

- In charge of maintaining agent schedules, real time monitoring of agents, running reports for leadership, and adjusting skill sets as needed
- Other duties include scheduling meetings, training sessions, and addressing attendance issues

Modivcare (formally Logisticare)
Call Center Team Lead |August 2018 – November 2018

- Team Lead and subject matter expert
- Assisted call center agents by providing Medicaid members with transportation to and from medical facilities
- Other duties include coaching, providing daily reports to agents and leadership, and assisting with call volume as needed

CDI
Quality Assurance Analyst | June 2017 – July 2018

- Information Technology
- Provided monthly quality feedback to agents skilled to
- receive calls from specific clients (I.E., Ameriprise, McKesson, Case Western Reserve University, and Tufts University).
- Provided feedback to management to ensure quality service to all clients served.

MTM
Customer Service Representative | October 2016 – June 2017

- Medical Transportation Management. Provided quality service to West Virginia
- Medicaid recipients in need of transportation to and from medical facilities
- Provided gas mileage reimbursement for private transportation to and from medical facilities

Direct TV
Customer Service Specialist | July 2015 – October 2016

- Provided quality service for an inbound call center, with revenues exceeding millions of dollars annually
- Assisted customers with programming, bill pay, and new orders.
- Assisted with technical issues such as activating or adding new equipment, resetting equipment and passwords

Casci
Workforce Management Analyst | May 2013 – June 2015

- In charge of maintaining CSR schedules, real time monitoring, building CSR profiles into Aspect
- Produced reports for leadership and weekly call volume forecasting.
- Other duties included scheduling meetings, agent training classes, and daily management of multiple skillsets.

EDUCATION:

- 1994-Accounting and Office Technology. Valley College, Beckley, WV.
- 1991-Food Service Certification. U.S. Army, Ft. Jackson, S.C.
- 1989-Broadcast Communications. Vocational Diploma, Oak Hill High School, Oak Hill, WV.

BRIANNA PARKS

Member Care Center Supervisor



EXPERIENCE:

ModivCare formerly LogistiCare
Member Care Center Supervisor | July 2022 to present

- Provide supportive services as a Member Care Supervisor for new and tenured agents with personal needs that require special accommodation
- Monitor team metrics and coach agents on a weekly basis to ensure team members are meeting SMART goals
- Advocate continuous improvement by creating and implementing individual training and coaching tailored to each direct report's preferred learning style

ModivCare formerly LogistiCare
Credentialing Specialist | July 2021 – July 2022

- Review initial driver packets for onboarding Transportation Providers and ensure active providers' certificates and training requirements remain compliant

ModivCare formerly LogistiCare
Team Lead | August 2020 – July 2021

- Assist management with administrative duties such as organizing files, scheduling, and planning meetings
- Assist training department with creating and implementing job aids for new hires
- Promote growth and confidence in team members by highlighting strengths and coaching in areas that have opportunity for improvement
- Able to provide technical support, relating to agents who need assistance creating reservations for eligible members
- Created and managed operational training documents to support growth and consistency of team progress
- Conduct weekly call monitoring and score calls for quality assurance

- Troubleshoot by de-escalating calls from members requesting Supervisor's assistance

ModivCare formerly LogistiCare
Job Coach | October 2019 – August 2020

- Assist management with administrative duties such as organizing files, scheduling, and planning meetings
- Assist training department in creating and implementing job aids for new recruits

ModivCare formerly LogisitiCare
Customer Service Representative (April 2019 – October 2019)

- Assist eligible individuals with Medicaid funded transportation and gas mileage reimbursement to covered medical appointments
- Assist eligible individuals with Medicaid funded transportation and gas mileage reimbursement to covered medical appointments

David's Bridal
Stylist Appointment Coordinator | 2017 - 2018

- Top 3 Stylist in state of West Virginia
- Strong attention to detail by putting together desired theme requested by customers for total satisfaction.
- Ability to multitask and make key decisions under pressure.
- Provide brides and bridesmaids with dress options and purchases, while putting together personal bridal vision for wedding day.
- Assist customers select styles for other special occasions.
- Maintain scheduling and balancing company logs for appointments.

Ticketmaster
Customer Service Representative | 2016 - 2017

- Perform company tasks and promote programs, sales, and inclusivity.
- Support team by providing excellent customer service and meeting sales expectations and requirements.

- Assist customers with Ticketmaster website navigation, purchases, and refunds as well as inquiries about ticket sales and events

Arc of the Three Rivers
Direct Support Provider | 2015 - 2016

- Assist intellectually and developmentally challenged individuals with tasks around their homes
- Support and assist with community interaction by planning and executing events in both individual and group settings
- Work with a team of trained individuals in Adult Day Center to encourage learning development and community outreach
- Acted as liaison between staff and families by developing and communicating clients' progress reports
- Ability to lift 50-100 pounds

EDUCATION:

South Charleston High School 2012 Honors Graduate

West Virginia State University Psychology Major 2013 - 2015

Promise Scholarship Awardee

Deans List

Regency Bachelor of Arts Degree - Education 2024 - 2026

Presidents List

Deans List

NYANSA Leader and Ms. NYANSA

Board of Governors Student Representative 2025 - 2026

JIM WILLIAMS

Report Manager



EXPERIENCE:

ModivCare Solutions, LLC — Multiple Locations
Operational Analyst IV Reporting Manager-Process Developer | 2009 – Present

- Built field-monitoring manuals and training; standardized reporting
- Led cross-functional initiatives in QA, network development, and utilization review
- Delivered analysis and reporting for VA/WV; supported national reporting packages
- Advanced Qlik/Tableau integrations to improve insights and trend detection

Altec Industries, Inc. — Daleville, VA
Quality Technician / Process Developer |(2005 – 2007

- Improved quality processes and ISO calibration; reduced costs

Word of Life Fellowship, Inc. — Schroon Lake, NY
Manager, Curriculum Development / Print Services Manager (1990 – 2004)

- Developed international preschool program; presented on leadership/time management

American Eagle — Lynchburg, VA
Supervisor / Inventory Control Manager | 1980 – 1986

- Managed procurement and inventory for a growing aircraft fleet

EDUCATION:

- M.A.R. — Liberty Theological Seminary (1990)
- B.S., Cum Laude — Liberty University (1983)
- USAF Security Police Squadron — Top Secret (Inactive Reserve 1980)

CHRIS KINGERY

Fraud Waste Abuse Misuse



EXPERIENCE:

Modivcare

Fraud Waste Abuse Misuse | 2025 – present

- Responsible for conducting thorough investigations into allegations of fraud, misconduct, and other irregularities.
- Gathering and analyzing evidence, interviewing witnesses and suspects,
- Preparing detailed reports on your findings.

Trainer | 2019 – 2025

- Onboard and train new agents to full role proficiency and compliance.
- Create and facilitate engaging training materials; deliver additional training for existing employees.
- Coordinate I-9 verification and maintain training schedules to ensure timely completion.

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Contact Center Lead | 2018 – 2019

- Led a team of 10–15 CSRs; handled escalations and ensured KPI attainment.
- Coached agents on performance metrics and built individualized improvement plans.
- Supported phone queues during high volume; initiated and followed up on IT service requests.
- Filed high-tier/sensitive complaints, monitored trends, and provided performance updates to management while collaborating with peers.

Live Nation

Client Support Specialist | 2013 – 2018

- Supported box office managers/representatives with Ticketmaster account issues via phone and email.
- Collaborated across departments and call centers; managed business and personal email accounts.
- Utilized Microsoft Office and DOS-based systems to run and deliver detailed client reports.
- Anticipated daily workload and delegated tasks to teammates.

EDUCATION:

- GED — RESA III, Dunbar, WV (2011)
- Scored top 5% nationally

RICHARD W. L. PITTMAN

Complaint Coordinator



EXPERIENCE:

ModivCare — Charleston, WV
Complaint Coordinator | 2018 – Present

- Authored NEMT process documentation approved by WV Bureau of Medicaid Service
- Built training for YORS/Exceptions; reviewed Meals & Lodging claims for compliance.
- Resolved escalations with cross-functional expertise

MTM, Inc. — Charleston, WV
Care Management / Meals & Lodging Specialist | 2014 – 2018

- Verified medical necessity and distance; floor support for 40+ CSRs; contributed to fraud detection

Prestera Transportation — Charleston, WV
Team Leader / Driver | 2012 – 2014

- Scheduled/dispatch NEMT; trained drivers; ensured regulatory compliance

Champion Cards & Games
Manager / Co-Owner | 2011 – 2013

- Scaled small business to $63K+ annual sales; trained staff; built Excel inventory tools

EDUCATION:

- Human Resources Specialist Certificate — Wiregrass Technical College (2009)
- Continuing A.S. studies in Business Administration
- Training: Instructional Systems Design; Adobe Captivate, Premiere Pro, Photoshop

ROY A. WELCH

Complaint Coordinator



EXPERIENCE:

Modivcare — Charleston, WV
Complaint Coordinator (YORS) | 2018 – Present

- Investigate and validate complaints; coordinate corrective actions and client responses
- Partner with Regional Managers, Ride Assist, and Customer Advocates; support call center spikes
- Draft clear, compliant responses and maintain case documentation

Securian Financial Services — Charleston, WV
Customer Service/Processor | 2018

- Processed death-benefit claims; updated and verified policy information

MTM, Inc. — Charleston, WV
Floor Support Representative | 2013 – 2018

- Coached CSRs; handled escalations; communicated policy/procedure updates

NCO — Charleston, WV
Customer Service Rep | 2011 – 2013

- Resolved unpaid accounts; established services; set payment agreements

Ticketmaster — Charleston, WV
Human Resources Recruiter | 2004 – 2009
Sales Floor Supervisor | 2002 – 2004

- Recruited and onboarded; led call-center teams; monitored queues and quality

American Electric Power
Customer Service Rep (Lead Assistant) | 1998 – 2000

EDUCATION:

- High School Diploma — Stonewall Jackson High School (1984)
- Coursework toward B.A. in Music — West Virginia State College (1984 – 1987)

DESTINY SHOCKLEY

Appointment Verification



EXPERIENCE:

ModivCare — Charleston, WV
Appointment Verification | 2018 – Present

- Investigate potential fraudulent appointments and ensure contract compliance
- Coordinate with facilities to meet transportation needs; process meals & lodging
- Served as acting lead; created tracking tools to streamline team workflo
- Reviewed weekly GMR data to flag discrepancies and support FWA prevention

National Travel — Charleston, WV
International Travel Agent | 2016 – 2018

- Advanced from receptionist after six-week training; booked government travel
- Managed departmental queues; audited reservations for accuracy

Gino's Pizza and Spaghetti House — Athens, WV
Crew Member/Shift Leader | 2014 – 2016

- Trained five new team members; handled cashiers' duties and monthly inventory

EDUCATION:

- Phlebotomy Technician — Garnet Career Center (2019)
- Certified Medical Assistant — West Virginia Junior College (2020–2021)
- Concord University — RTM: Parks & Recreation (2012 – 2016)

JASMYNN ALLEN

Appointment Verification



EXPERIENCE

Modivcare
Appointment Verification| 2020 – Present

- Schedule NEMT reservations and mileage reimbursements; handle inbound calls
- Coordinate with drivers and provide member support

Residence Inn by Marriott
Front Desk Associate | 2019 – 2020
Checked in guests; resolved service issues; managed phone and systems

Courtyard by Marriott
Front Desk Associate | 2019

- Managed amenities information and heavy inbound call volume

Alorica
Credit/Collections Rep | 2019

- Collected past-due payments and arranged payment plans

Molina Healthcare
Provider Relations Rep | 2016 – 2018

- Explained benefits/eligibility and Medicaid guidelines; documented calls

EDUCATION:

- High School Diploma — Capital High School
- Mountwest Community & Technical College — Coursework (2007 – 2010)
- Marshall University — Coursework (2010 – 2011)

RAFAEL TORRES JR.

Field Services Specialist



EXPERIENCE:

Modivcare — Charleston, WV
Field Services Specialist | 2019 – Present

- Perform field investigations, observations, and provider relations support
- Verify service levels via facility and provider visits; conduct on-site and remote vehicle inspections

Professional Transportation Inc.
NEMT Driver | 2017 – 2019

- Transported clients to medical appointments; ensured timely, safe service

Primary Care of the Virginias
Office Manager | 2016 – 2017

- Oversaw front-end operations, billing/collections, and compliance (HIPAA/OSHA)

Covenant Healthcare
Office Manager | 2015 – 2016

- Managed daily clinic operations, training compliance, budget tracking, and security

PPPFD / Hope Pain Clinic
Narcotics Auditor | 2013 – 2015

- Assessed risk; conducted background checks; supported diversion prevention

Sears Holdings / K-Mart
Loss Prevention Manager | 2013

- Protected assets via safety, inventory recovery, and theft prevention

EDUCATION:

- Aviation High School — NYC
- LaGuardia Community College — NYC
- Cleveland Police Academy — Cleveland, OH

MARK COURTS

Field Services Specialist



EXPERIENCE:

Complicore/Modivcare
Field Services Specialist - Field Monitor Wheelchair Securement Class Instructor | 2018 – Present

- Conduct field investigations and provider vehicle inspections across the U.S
- Provide provider-relations support; schedule and execute field work
- Train employees on observations/inspections; instruct CTAA wheelchair securement

Parmar — St. Albans, WV
Store Manager | 2015 – 2018

- Led store operations, cash controls, scheduling, and vendor relations; #1 gross sales for 3 years

GESTAMP — Charleston, WV
Assembly Line Production Team Leader | 2013 – 2015

- Drove weld line productivity and quality; trained operators and led improvements

Octapharma Plasma Center — Charleston, WV
Senior Plasma Technician | 2008 – 2013

- Managed plasma lab productivity; trained technicians; supported logistics and cash handling

EDUCATION:

- CTAA Wheelchair Securement Class Instructor — Licensed (5+ years)

CHELSIE JONES

Claims Processor



EXPERIENCE:

Modivcare
Claims Processor | 2018 – Present

- Manage payment records and post-payment research to resolve discrepancies
- Conduct fraud/research analysis and claims processing to ensure accuracy
- Improve efficiency by implementing procedures and technologies

MTM, Inc.
Signature Verification Specialist | 2014 – 2018

- Verified signatures and HIPAA compliance; supported claims accuracy

WV Division of Corrections (Adult Interstate Compact)
Office Assistant II | 2014

- Provided administrative support and coordinated documentation workflows

EDUCATION:

- A.S. in Business Administration — West Virginia Junior College (Charleston)

KIARAH GREEN

Claims Processor



EXPERIENCE:

Claims Processor | 2024 – Present

- Enhanced customer satisfaction with timely communication, empathy, and clear explanations of claim outcomes
- Managed a high volume of claims effectively by prioritizing tasks and maintaining excellent organizational skills
- Reduced claim processing errors by conducting thorough investigations and accurately interpreting policy details
- Settled complex claims fairly by applying critical thinking, negotiation skills, and detailed knowledge of insurance policies

Administrative Assistant | 2022 – Present

- Answered multi-line phone system, routing calls, delivering messages to staff, and greeting visitors
- Maintained confidentiality of sensitive information by adhering to strict privacy policies and implementing secure filing systems
- Delivered excellent customer service through prompt responses to client inquiries, addressing concerns effectively, and building strong relationships
- Ensured accurate record-keeping with diligent data entry and database management for vital company information
- Monitored office supplies inventory, ensuring availability of essential items without overstocking

Customer Service Rep

- Managed high-stress situations effectively, maintaining professionalism under pressure while resolving disputes or conflicts
- Resolved customer complaints with empathy, resulting in increased loyalty and repeat business
- Handled escalated calls efficiently, finding satisfactory resolutions for both customers and the company alike
- Developed strong product knowledge to provide informed recommendations based on individual customer needs

EDUCATION:

- High School Diploma — Capital High School (2017)



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Attachment 4_WV Job Descriptions

TABLE OF CONTENTS

Project Manager.....page 3

Provider Manager.....page 6

Call Center Manager.....page 10

Exceptions Manager.....page 14

Report Manager.....page 17

Complaint Coordinator.....page 20

Appointment Verification.....page 23

Field Services Specialist.....page 25

Claims Processor.....page 28

Customer Service Representative.....page 30

Fraud Waste Abuse Misuse Claims Reviewer.....page 32

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PROJECT MANAGER

POSITION SUMMARY

As a Project Manager within ModivCare, you will serve as an integral day-to-day leader for clients. You will manage and measure their success, defined as overall contract profitability, portfolio expansion and retention. It will be your goal to increase revenue, while working with COE partners in the organization to ensure cost-effective execution of contracts. Ideally, this candidate will have a track record of success in nurturing longstanding client partnerships and building strong, high-performing account teams. Additionally, this candidate will contribute to the business development goals of the company and have a keen understanding of how to implement growth strategies within the regulations of the healthcare and government space. This leader will be accountable for driving the customer perspective throughout the organization.

ESSENTIAL FUNCTIONS

- Manages multiple client relationships with grace and provides a high level of service to clients
- Grows direct mid-level client relationships as well as senior-level relationships, identifies organic and new growth opportunities (value added benefits, etc.)
- Oversees management of multiple NEMT programs, ensuring best practices while maintaining a high level of quality control; is able to lead creation of strategic plans and verbally present to the client
- Guides strategy for expansion business program development; leads overall portfolio expansion business proposal development and presentations for all customer facing interactions
- Effectively manages a team of individuals of varying levels and guides their professional growth;
- Oversees performance review and development process of team on a timely basis
- Manages account financials including membership and revenue projections, profitability expectations
- Ensures the full team is consistently delivering best-in-class deliverables and distinguishable client service to achieve superior client retention results
- Ensures that there is never a gap in service for any client in partnership with COE teams
- Willing to adjust in-progress planned program/SOW to better meet client needs
- Knowledgeable of competitors and can position LogistiCare-Circulation as the competitive leader

- Handles "tough" conversations with clients gracefully to preserve LogistiCare-Circulation products and profitability
- Handles 'tough' conversations with staff and clients gracefully and with dignity
- Owns the Customer Experience (loyalty, satisfaction and retention)

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Proactive Client Management - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations
- Must be a strategic planner with sound technical skills, analytical ability and strong operational focus
- Culture Builder – Ability to improve culture in a legacy organization

EDUCATION

- Minimum of a BA required in Management and/or leadership or other business related fields i.e.; Finance, Healthcare, etc.

EXPERIENCE

- Minimum 7 years leadership experience – at least 1 year of Senior Leadership experience
- Demonstrated expertise in managing complex clients
- Demonstrated expertise in managing teams across multiple locations

- NEMT experience strongly preferred
- Experience with the mathematical calculations needed to determine profitability, utilization, etc.
- Proven experience supervising and monitoring the delivery of contractual service metrics
- Extensive knowledge of budget and cost analysis
- Proven ability to identify trends and implement change
- Culture champion, proven ability to create a highly engaged workforce with high satisfaction scores
- Successfully achieve desired results in a matrix service model and lead through influence

COMPUTER SKILLS

- Advanced Excel skills preferred (VLOOKUP, MATCH, IFISERROR, Calculation formulas, etc.)

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Entire work time is conducted in an office environment in a controlled atmosphere building. The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

PROVIDER MANAGER

POSITION SUMMARY

The Provider Manager defines, implements, and maintains a compliant, effective and efficient Transportation Provider Network in their assigned market(s). They will ensure on-going network development and available contract rate capacity through commitment to overall network health.

The Provider Manager will have operational responsibility for the management and successful leadership of all programs across their market(s). They will provide direction and close guidance in managing ongoing transportation supplier relationships through communicating with all Provider Managers/Coordinators. Reporting to the Provider Manager, they will manage the everyday workings of the Provider Relations program, including but not limited to overseeing implementations, trainings, remediating issues with Transportation Providers, ensuring PRM compliance with appropriate procedures, and providing timely and accurate reporting to senior leadership. The Provider Manager will provide leadership support on the development, implementation and execution of all deployments, special projects or other Network Health related actions.

ESSENTIAL FUNCTIONS

- Ensuring Network Capacity: consistent network development
- Managing Cost of Transportation (unit cost)
- Managing Company vehicle & maintenance oversight for working group
- Performing HR oversight for Management level employees.
- Liaise with Network Development team on capacity strategies, develop & oversee execution of action plans
- Liaise with Network Services team on provider compliance as part of provider performance oversight
- Ensures overall network health for the assigned market/area through on-going network development and individual provider relations support.
- Executes on-going network development to prevent network deficiencies and meet or exceed budgeted unit cost.
- Manages transportation provider network contracts to ensure that performance criteria are met and maintained.
- Oversees the onboarding of transportation providers to include contracting and negotiating rates.
- Ensure credentialing policies are followed and standards are adhered to.

- Develop metrics and implement plans to execute on-going network development to manage network deficiencies.
- Ensure delivery and review of the provider performance reviews.
- Supports the negotiations with provider networks to meet budgeted costs.
- Oversight of corrective action plan administrations for transportation provider contract deficiencies and approves liquidated damages as appropriate.
- Approves new provider contracts, settlement deductions and other payments as needed.
- Engages in provider relations support to initiatives for overall provider business management support (i.e. assisting with grants for vehicles, strategies for hiring and maintaining quality drivers)
- Responsible for overall Network Digitization and assumes role of subject matter expert for all digitization initiatives.
- Responsible for overall platform utilization (transition & implementation).
- Develops ongoing relationship with transportation providers & outside agencies relevant to network health and provider business support.
- Manages problem resolution and quality monitoring including provider complaint reports.
- Other duties as assigned.

POSITION QUALIFICATIONS

Competency Statements

- Analytical Skills – Ability to develop and use statistical, cost and financial / accounting evaluation tools and procedures
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Decision Making - Ability to make critical decisions while following company procedures
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Management Skills - Ability to organize and direct oneself and effectively
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

EDUCATION

- Bachelor's degree or equivalent work experience

EXPERIENCE

- 3 to 5 years of relevant analysis experience required
- Experience in the medical or human services transportation preferred
- 2 to 3 years of supervisory experience required
- Transportation, routing, or, dispatching experience and/or knowledge of transit system a plus
- Knowledge of Medicaid guidelines a plus

DRIVING REQUIREMENTS:

- Must have a valid driver's license
- Must be able to pass DMV record check
- Driving record must remain in compliance with ModivCare's driver qualification standards
- Must be able to use a hands-free mobile phone

SKILLS & ABILITIES

- Strong analytical and reporting skills
- Knowledge of organizational planning, budgetary administration and controls
- Knowledge of statistical and financial analysis techniques
- MS Office (Outlook, Excel, Word, PowerPoint)
- Qlik Sense experience preferred
- Excellent provider relations management
- Advanced industry experience
- Excellent process and design improvement skills
- Strong risk management skills

OTHER REQUIREMENTS

SUPERVISORY RESPONSIBILITIES

Responsibilities include interviewing, hiring, training Provider Relations and Network Operations Managers and ensuring they maintain approved FTE for reporting positions; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Able to sit at and work on a computer for periods of time
- Able to use the phone for periods of time
- Able to lift up to 10 pounds and reach/bend to retrieve items in cabinets and shelves
- Required to be at the work location to perform job functions
- Ability to speak, hear and see for the assigned work day
- Repetitive key stroke/data entry for the assigned work day
- Ability to ambulate as needed for the assigned work day
- Ability to uphold the stress of traveling

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Approximately 50% of work time is conducted in an office environment in a controlled atmosphere building and approximately 50% will involve travel. The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

CALL CENTER MANAGER

POSITION SUMMARY

The Manager is responsible for working with the leadership team to meet all performance metrics associated with operations. Responsible for providing leadership, coaching, development, and management of staff.

ESSENTIAL FUNCTIONS

- Provides Leadership, Development, and Management of Contact Center Operations
- Executes on management routines and disciplines
- Leads and manages by observation and coaches in the moment
- Leading staff in advancing quality and member experience
- Identifies, collaborates, develops, and drives process improvements
- Conducts and documents coaching, annual reviews, and 1:1s
- Develop personnel and supports succession planning
- Recognizes employee achievements and champions ModivCare core values
- Champions companywide initiatives (Supporting and embedding changes)
- Assists with candidate screening, interviews, hiring, and new employee onboarding
- Partners closely with the workforce team to determine and meet staffing requirements
- Evaluates Performance Outcomes to Drive Improvements (IE, Quality, Accuracy of Work, etc.)
- Patience - Ability to act calmly under stress and strain, and not being hasty or impetuous
- Reliability - The trait of being dependable and trustworthy
- Approves/authorizes payroll accurately and on schedule
- Must be able to maintain confidentiality of information

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Ability to use thinking and reasoning to solve a problem
- Communication, Oral - Ability to communicate effectively with others using the spoken word

- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Evaluates Performance Outcomes to Drive Improvements (IE: Quality, Accuracy of Work, etc.)
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Investigative Skills – Ability to research information to identify trends and anomalies
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Patience - Ability to act calmly under stress and strain, and of not being hasty or impetuous
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Reliability - The trait of being dependable and trustworthy
- Time Management - Ability to utilize the available time to organize and complete work within given deadlines
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

EDUCATION

- High School Graduate or General Education Degree (GED) required
- Bachelor's Degree preferred

EXPERIENCE

- 2+ years of progressive management experience in Transportation, Contact Center and Health Care experience preferred
- 2+ years of experience in a managerial/supervisory capacity

SKILLS

- Proven performance management, coaching, and counseling skills
- Strong working knowledge of ACD phone systems, contact center management tools, and principles
- High level of technical competence to include proficiency with Microsoft Office, including Excel
- Exceptional written, verbal skills, organizational, and problem-solving skills
- Demonstrates excellent interpersonal skills and instills a teamwork philosophy
- Proven and effective leadership and supervisory skills
- Attentiveness to detail and thoroughness
- Ability to multitask and meet deadlines
- Must possess the ability to analyze data and report on center performance
- Must be able to work independently and as a member of a team
- Must have proven experience dealing with conflict management
- Demonstrated initiative and ability to follow instructions and complete assignments in a timely manner
- Proven experience dealing with crisis and the ability to create processes that best benefit the entire team

WORKING CONDITIONS

Physical Demands

- The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- Able to sit at and work on a computer for periods of time
- Able to use the phone for periods of time
- Able to lift up to 25 pounds and reach/bend to retrieve items in cabinets and shelves
- Required to be at the work location to perform job functions
- Ability to speak, hear and see for the assigned workday
- Repetitive key stroke/data entry for the assigned workday

- Ability to ambulate as needed for the assigned workday

WORK ENVIRONMENT

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

EXCEPTION MANAGER

POSITION SUMMARY

The Exception Manager will foster a collaborative culture at all levels of the organization by role modeling resourcefulness in a high growth environment, meeting financial and service objectives. He/she will develop consistent, scalable business processes that reduce transaction costs, improve quality, enhance productivity and drive excellent internal and external customer service. The Exception Manager will be a culture champion that delivers a highly engaged workforce and high team member satisfaction scores. This position will be responsible for the management of the Exception Facility Liaison team which entails managing in/outbound calls as well as production queue work in local site and/or multiple locations.

ESSENTIAL FUNCTIONS

- Drive efficient flow of work throughput, with emphasis on cost improvement, cycle time (service) and production time reduction
- Assist with researching and resolving work that requires further action *(e.g. benefit utilization issues, verification, waivers, urgent trip requests, pre-authorization, process denials, eligibility, mileage validation, meals & lodging, level of service exceptions)*.
- Assist with managing the denial and appeal process
- Processes faxes, mail, email and web requests (inbound and outbound)
- Oversees the department's phone activity (inbound and outbound) for quality and efficiency
- Assist with investigating all issues to confirm the actual utilization
- Report member experience dissatisfaction to appropriate team members
- Provide outreach regarding members, transportation, education and other subjects as needed to medical facilities
- Travel to healthcare facilities as required to provide in-service training on how to use NET service effectively
- Act as a resource for all company staff for Exception process related questions
- Track, trend and audit work done by Exception team members
- Conduct Team meetings and one-on-one meetings as directed by management
- Responsible for supervision of Exception team members, while ensuring every team member is invested in positively influencing the success of the organization
- Additional duties as assigned to include assisting and performing functions for other departments

POSITION QUALIFICATIONS

Competency Statement(s)

- Accurate - Ability to perform work accurately and thoroughly
- Communication, Oral - Ability to communicate effectively with others using the spoken word
- Communication, Written - Ability to communicate in writing clearly and concisely
- Customer Oriented - Ability to take care of the customers' needs while following company procedures
- Detail Oriented – Ability to pay attention to the minute details of a project or task
- Interpersonal - Ability to get along well with a variety of personalities and individuals
- Management Skills: Ability to organize and direct oneself and effectively supervise others
- Patience - Ability to act calmly under stress and strain, and of not being hasty or impetuous
- Problem Solving – Ability to find a solution for or to deal proactively with work-related problems
- Relationship Building - Ability to effectively build relationships with customers and co-workers
- Reliability - The trait of being dependable and trustworthy
- Team Building – Ability to convince a group of people to work toward a common goal
- Working Under Pressure - Ability to complete assigned tasks under stressful situations

EDUCATION

- High School Graduate or General Education Degree (GED)
- Bachelor's Degree preferred

EXPERIENCE

- 5+ years contact center customer service experience is strongly preferred
- 2+ years demonstrated experience in a management position preferred

SKILLS & ABILITIES

- Excellent customer service and people skills and must be able to work independently and with a team
- Ability to quickly learn new technology and processes
- Must be able to understand and follow complex instructions
- Read, write and understand English fluently

WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Requirements

- Able to sit at and work on a computer for periods of time
- Able to use the phone for periods of time
- Able to lift up to 10 pounds and reach/bend to retrieve items in cabinets and shelves
- Required to be at the work location to perform job functions
- Ability to speak, hear and see for the assigned work day
- Repetitive key stroke/data entry for the assigned work day
- Ability to ambulate as needed for the assigned work day

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Approximately 80% to 90% of work time is conducted in an office environment in a controlled atmosphere building and approximately 10% to 20% will involve travel to attend meetings, visit other sites and/or clients. The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

REPORTING MANAGER

POSITION SUMMARY

The Reporting Manager will manage the QA Plan which will include Complaint/Concern resolution, Compliance and all QA activities. Oversees all activities of the Quality Assurance and Facilities staff and establishes positive and effective working relationships with customers, providers and agencies to establish superior customer service. Responsible for monthly, quarterly and annual customer reporting.

ESSENTIAL FUNCTIONS

- Works with Healthcare Manager to ensure the standing order privilege is afforded to only health care facilities and responsive to the departments request for monthly data collected by the healthcare manager
- Identifies and trends complaint categories and devises action plans for immediate and effective reduction of complaints.
- Manages the Trip Denial and/or Notice of Action process related to standing orders that the department is responsible for reserving and recertifying.
- Runs monthly reports related to standing orders and standing order patients' attendance.
- Analyzes patient attendance, trip distance and cost data and develops appropriate cost management strategies concerning standing order transports
- Complete and distribute monthly, quarterly and annual customer reports according to customer schedules
- Work with General Manager to effectively and proactively communicate to the customer any data outliers contained in the provided reports
- Complete customer quarterly quality initiative audits and annual audits
- Attend customer meetings regarding quality of service and/or reporting
- Establishes client files and maintains records
- Responsible for and processes all level II complaint activity both in-house and client complaints
- Assists all Quality Assurance Representatives with overflow complaints when necessary and with tasks and problem solving
- Implements/develops instructions and policies and procedures throughout department, resolve staff concerns and serves as a liaison to other departments

- Works closely with all managers regarding service issues
- Maintains various databases including but not limited to contracts database
- Compile daily issue reports and provider time-response compliance reports
- Prepare quarterly provider report cards
- Research issues related to customer satisfaction surveys
- Ensuring provider credential/compliance files are complete and current
- Gather information related to member injuries and provider accidents

POSITION QUALIFICATIONS

Competency Statement(s)

- Demonstrated experience interacting with individuals, families, mental health, elder services, and facilities and programs
- 5+ years relevant work experience
- Demonstrated experience in writing and revising policy and procedures as needed
- Exceptional interpersonal, written, verbal skills, organizational, and problem solving skills
- Proven and effective leadership and supervisory skills
- Attentiveness to detail and thoroughness
- Ability to maintain confidentiality, take the initiative and be proactive, work under pressure, communicate information clearly and work with diverse populations
- Patient listening and strong conciliation skills
- Superior analytical and investigative abilities
- Ability to multi-task and meet deadlines
- Knowledge of clinical UR and QA, Medicaid, Medicare guidelines and covered services a plus
- Computer proficiency with Microsoft Office, Excel and Access
- Type at least 50 words per minute with 90% accuracy
- Working knowledge of internet engines

EDUCATION & EXPERIENCE

- AA or BA/BS required

TRAVEL REQUIREMENTS

- Approximately 90% of work time is conducted in office setting and approximately 10% will require travel.
-

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

COMPLAINT COORDINATOR

POSITION SUMMARY

The Complaint Coordinator is responsible for ensuring that the Complaint Staff maintain positive and effective working relationships with customers, providers and agencies to establish superior customer service to reduce the number of official complaints.

ESSENTIAL FUNCTIONS

- Maintains open lines of communications with subordinates, other company representatives, facilities, transportation providers and local and state authorities
- Oversees the complaint process and handles any escalated calls
- Records and initiates investigation of complaints Initiates corrective actions
- Collects and monitors driver and provider compliance information
- Sends out notices when updates are due
- Manages the denial and appeal process
- Creates and disseminates exceptional distance report
- Perform occasional vehicle inspections
- Performs other duties as assigned

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Strong ability to use thinking and reasoning to solve a problem.
- Communication, Oral - Excellent ability to communicate effectively with others using the spoken word.
- Communication, Written - Excellent ability to communicate in writing, clearly and concisely.
- Customer Oriented - Excellent ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.

- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions.
- Proficient in the use of Word, Excel, Outlook, and PowerPoint Excellent oral and written communication skills Management Skills - Excellent ability to organize and direct oneself and effectively supervise others.
- Problem Solving - Excellent ability to find a solution for or to deal proactively with work-related problems.
- Relationship Building - Ability to effectively build relationships with customers and co-workers.
- Working Under Pressure - Driven ability to complete assigned tasks under stressful situations.

EDUCATION

High school degree or GED; some college preferred

EXPERIENCE

- Requires 2+ years customer service experience preferably in a medical environment
- 1 year demonstrated experiencing leading a staff is a plus
- Prior front office medical experience, medical case management and/or medical social work experience a plus

SKILLS

- Excellent customer service and phone skills
- Strong verbal communications, problem solving, time management and organizational skills
- Must be able to handle heavy phone volume
- Ability to quickly learn new technology
- Ability to accurately type 35+ corrected words wpm
- Read and write English fluently
- Proficient in Microsoft Word, Excel and Outlook and must be able to learn and acquire proficiency in Modivcare's proprietary software application(s)
- Ability to work independently or with a team a must
- Bi-lingual a plus

WORK ENVIRONMENT

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.
- Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

APPOINTMENT VERIFICATION STAFF

POSITION SUMMARY

The Appointment Verification Staff assists members and facilities in authorizing exceptional trips, requests for higher levels of service or support, and coordinating travel to and from long-distance trips. They provide a high level of customer service to facility staff as the main agency contact to call with problems, issues, or questions about non-emergency medical transportation.

ESSENTIAL FUNCTIONS

- Educate facilities about Modivcare, NET, and disseminate contact information for appropriate telephone numbers
- Provide facilities with information about available features such as gas reimbursement, bus passes and how to complete various paperwork and reports Interaction with facility social service staff to coordinate patient trips
- Solve specific patient issues with facility case manager (initiate schedule changes, routing suggestions, provider changes, etc.)
- Prompt the facility social worker to coordinate with patients to get complete updated lists of patient addresses to accurately update Modivcare's database for the new provider
- Manage prescheduled patient trips in LCAD
- Audit provider trip logs against prescheduled trip confirmations received from facilities
- Handle facility complaints regarding prescheduled patient delivery and pick-up
- Perform other duties from time to time

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Strong ability to use thinking and reasoning to solve a problem.
- Communication, Oral - Excellent ability to communicate effectively with others using the spoken word.
- Communication, Written - Excellent ability to communicate in writing, clearly and concisely.
- Customer Oriented - Excellent ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions.
- Proficient in the use of Word, Excel, Outlook, and PowerPoint
- Excellent oral and written communication skills
- Management Skills - Excellent ability to organize and direct oneself and effectively supervise others.

- Problem Solving - Excellent ability to find a solution for or to deal proactively with work-related problems.
- Relationship Building - Ability to effectively build relationships with customers and co-workers.
- Working Under Pressure - Driven ability to complete assigned tasks under stressful situations.

EDUCATION

- High School Diploma or GED

EXPERIENCE

- Two (2) years of prior in-bound Call Center experience, heavy phone volume and data entry required and/or experience in a fast-paced, high-level customer service-oriented environment.
- Social Services and/or case management, basic medical terminology, and/or front or back office medical experience preferred.
- Knowledge of Medicaid guidelines and covered services a plus

SKILLS

- Superior customer service and phone skills; strong verbal communication, writing, problem solving, time management, and organizational skills
- Must possess professional writing skills and ability to correspond with professionals both verbally and in writing.
- Ability to accurately type 35+ words per minute
- Must have strong spreadsheet and database skills to include intermediate proficiency with Microsoft Excel, Word, and Outlook; must be able to learn and acquire proficiency in Modivcare's proprietary software applications.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

FIELD SERVICE SPECIALISTS

POSITION SUMMARY

The Field Service Specialist ensures NET Providers meet and exceed the performance and compliance requirements contained in their TP Manual and subcontractor agreement. This includes conducting random and/or assigned field investigations and reporting on each investigation using the appropriate form. Field Service Specialists monitor providers' service quality at facilities, on the road, and at pick-ups. Field Service Specialists also perform vehicle inspections to ensure vehicle compliance with all ADA, Federal, State and Local regulatory standards.

ESSENTIAL FUNCTIONS

- Maintain certification as Instructor for both passenger assistance, sensitivity & safety as well as defensive driving.
- Train driver and attendants using Modivcare's prescribed training curriculum.
- Perform vehicle inspections to ensure vehicle compliance with all ADA and other Federal, State and Local regulatory standards.
- Perform scheduled and random visits (within region) to healthcare facilities and contracted NET Providers to verify level of service and provider adherence to contract standards.
- Schedule field work in coordination with appropriate management (i.e., Customer Advocate Manager and NET Provider Manager) to include planning and documenting work schedule and provide follow up reports to management on a regular basis.
- Investigate quality of NET Provider's on-time performance, driver's adherence to service requirements and any alteration(s) to rider's level of service and/or scheduling requirements.
- Focus investigations on appropriate assignment of level of service by Modivcare's and/or facility, and potential fraud and abuse based on available billing and trip data.
- Perform other duties as assigned

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Strong ability to use thinking and reasoning to solve a problem.
- Communication, Oral - Excellent ability to communicate effectively with others using the spoken word.
- Communication, Written - Excellent ability to communicate in writing, clearly and concisely.
- Customer Oriented - Excellent ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions.
- Proficient in the use of Word, Excel, Outlook, and PowerPoint

- Excellent oral and written communication skills
- Management Skills - Excellent ability to organize and direct oneself and effectively supervise others.
- Problem Solving - Excellent ability to find a solution for or to deal proactively with work-related problems.
- Relationship Building - Ability to effectively build relationships with customers and co-workers.
- Working Under Pressure - Driven ability to complete assigned tasks under stressful situations.

EDUCATION

- High school degree or equivalent

EXPERIENCE

- One to three (1-3) years of transportation experience
- Prior experience in training and presenting information to groups
- Prior experience in inspecting or auditing preferred
- Prior audit experience and/or knowledge of Medicaid guidelines a plus

SKILLS

- Demonstrates strong verbal, written and interpersonal skills
- Ability to train drivers and attendants using Modivcare's prescribed training curriculum
- Basic knowledge of assigned territory along with ability to read and follow maps
- Ability to work independently with minimal supervision
- Must be self-motivated and possess superior time management skills
- Demonstrated software skills to include proficiency of Microsoft Excel, Outlook and PowerPoint
- Must have proven experience dealing with conflict management
- Ability to follow complex instructions
- Valid/current driver's license and a clean driving record
- Must be flexible to work a variety of work schedules/hours

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Must be willing and able to travel within assigned regions
- Approximately 25% work time is conducted in an office setting and approximately 75% will involve extensive travel
- Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform other related duties as may be required by their supervisor.

CLAIMS PROCESSOR

POSITION SUMMARY

Claims Processors manage the NET Provider reimbursement process, including reviewing claims for completeness and accuracy, making reimbursement decisions, working with NET Providers to correct claims, and auditing claims to ensure we exceed the minimum threshold for processing accuracy.

ESSENTIAL FUNCTIONS

- Inform NET Providers/ Mileage Reimbursement members of proper claims submission procedures
- Identify and resolve problems with NET Provider /Mileage Reimbursement claims
- Provide prompt claims support over the phone, online, or by email
- Collaborate with internal and external departments to verify and authorize claims for payment in a timely manner
- Adhere to and ensure all company policies are maintained
- Perform other administrative duties as assigned

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Strong ability to use thinking and reasoning to solve a problem.
- Communication, Oral - Excellent ability to communicate effectively with others using the spoken word.
- Communication, Written - Excellent ability to communicate in writing, clearly and concisely.
- Customer Oriented - Excellent ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures. Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions.
- Proficient in the use of Word, Excel, Outlook, and PowerPoint Excellent oral and written communication skills
- Management Skills - Excellent ability to organize and direct oneself and effectively supervise others.
- Problem Solving - Excellent ability to find a solution for or to deal proactively with work-related problems.

- Relationship Building - Ability to effectively build relationships with customers and co-workers.
- Working Under Pressure - Driven ability to complete assigned tasks under stressful situations.

EDUCATION
High School Graduate or General Education Degree (GED)

EXPERIENCE
Previous experience in claims processing and training is a plus

Skills

- Computer Skills
- Ten Key skills required
- Superior Customer Service and Phone skills
- Must be able to work independently or with a team
- Ability to quickly learn new technology
- Must be able to understand and follow complex instructions
- Ability to accurately type 35 words per minute

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

CUSTOMER SERVICE REPRESENTATIVE

POSITION SUMMARY

The Customer Service Representative interacts with stakeholders to provide information in response to inquiries; confirms the efficient and accurate entering of all customer service requests into Modivcare's transportation management platform by performing all gatekeeping functions related to trip authorization, as well as documenting complaints and issues disclosed while providing superior customer service to callers. CSRs are given a structured protocol and scripts to document conversations to ensure consistency of scheduling, modifying, and canceling customer reservations.

ESSENTIAL FUNCTIONS

- Receive and document customer concerns while ensuring all relevant information is correct
- Adhere to and ensures all company policies and procedures
- Maintain an acceptable attendance and tardiness record
- Ensure accurate trip data input
- Demonstrate personal commitment to producing high quality work
- Refer unresolved customer grievances to designated department for further investigation and resolution

POSITION QUALIFICATIONS

Competency Statement(s)

- Analytical Skills - Strong ability to use thinking and reasoning to solve a problem.
- Communication, Oral - Excellent ability to communicate effectively with others using the spoken word.
- Communication, Written - Excellent ability to communicate in writing, clearly and concisely.
- Customer Oriented - Excellent ability to take care of the customers' needs while following company procedures.
- Decision Making - Ability to make critical decisions while following company procedures.
- Interpersonal - Ability to get along well with a variety of personalities and individuals.
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions.
- Proficient in the use of Word, Excel, Outlook, and PowerPoint
- Excellent oral and written communication skills
- Management Skills - Excellent ability to organize and direct oneself and effectively supervise others.
- Problem Solving - Excellent ability to find a solution for or to deal proactively with work-related problems.
- Relationship Building - Ability to effectively build relationships with customers and co-workers.

- Working Under Pressure - Driven ability to complete assigned tasks under stressful situations.

EDUCATION

- High School Diploma or equivalent experience required

EXPERIENCE

- Six (6)+ months contact center experience OR customer service experience with heavy phone volume and data entry preferred

SKILLS

- Ability to read, write, and understand English fluently Ability to accurately type 35wpm
- Ability to answer a high volume of calls up to 100+ calls per day

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- Entire work time is conducted in an office environment in a controlled atmosphere building.
- The noise level in the work environment is usually moderate.

FRAUD, WASTE, ABUSE, AND MISUSE CLAIMS REVIEWER

This position is responsible for conducting thorough investigations into allegations of fraud, misconduct, and other irregularities. Additionally your role will be involved in gathering and analyzing evidence, interviewing witnesses and suspects, and preparing detailed reports on your findings.

ESSENTIAL FUNCTIONS

- Analyzes data trends and creates reports to identify suspicious activity and recommend corrective actions.
- Collaborates with law enforcement, regulatory agencies, legal professional and internal departments to support investigations and fraud mitigation efforts.
- Develops and implements investigative strategies, ensuring adherence to industry standards and legal requirements.
- Maintains detailed case documentation, prepares investigative reports, and testifies in hearings or legal proceedings as needed.
- Provides training and guidance to internal teams on fraud detection and prevention techniques.
- Conducts detailed interviews, investigates potential occurrences of FWA, gathers necessary evidence, documents findings and procedures utilized during the investigations.
- Applies analytical skills to case reviews and assessments.
- Performs interviews and document findings to appropriate internal and external stakeholders.
- Advises management team on issues relating to FWA investigations processes.
- Processes faxes, mail, email, and web requests (inbound and outbound) related to allegations or patterns indicating potential or actual FWA.
- Reports to management team bona fide allegations of potential or actual FWA.
- Leads regular & ad hoc status calls with clients or law enforcement regarding allegations or patterns indicating potential or actual FWA .
- Partners with Network Services personnel to fulfill internal, client, or law enforcement requests for field investigations involving allegations or patterns indicating potential or actual FWA.
- Provides outreach and education to members, facilities, clients, law enforcement, and company personnel regarding FWA, as needed.

- Leverages internal and external resources, including communications with members, facilities, clients, law enforcement, and other parties, to fully investigate potential or actual FWA.
- May lead projects and perform other duties as assigned.
- Occasional business travel may be required.

KNOWLEDGE, SKILLS AND ABILITIES

- Excellent customer service and people skills.
- Must be able to work independently and with teams.
- Ability to quickly learn new technology and processes.
- Must be able to understand and follow complex instructions.
- Read, write, speak, and understand English fluently.

EDUCATION AND TRAINING

- High School Diploma or GED required.
- Two (2) plus years of experience in law enforcement, military, or SIU.
- Or equivalent combination of education and/or experience.



modivcare

Attachment 5_Combined Letters of Commitment

TABLE OF CONTENTS

Eastern Panhandle Transit Authority....page 3

TriState Transit Authority....page 5

I Care Transportation Inc....page 6

Motown Taxi, LLC....page 7

Medical Transportation Services, LLC....page 8

D's Rides, LLC....page 9

DaQuest Care Transport Ltd. Co....page 10

Recovery Point of Huntington, Inc....page 12

Fairmont-Marion County Transit Authority....page 13

The Committee on Aging for Randoph County /dba Country Roads Transit....page 14

Right Path Transportation....page 15

Transmart USA, LLC....page 16

Potomac Valley Transit Authority....page 17

Mullens Manor Inc....page 18

Sky Transportation, LLC....page 19

modivcare

Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

Modivcare, a transportation management company, has asked me to contract with them to provide transportation services under the Non-Emergency Medical Transportation (NEMT)/Statewide Transportation Program (STP) for the West Virginia Department of Human Services (DoHS), Bureau for Medical Services (BMS).

My company intends to contract with Modivcare to provide NEMT/STP services. I understand that any contract with Modivcare for services under the NEMT/STP brokerage program will be subject to West Virginia Department of Human Services, Bureau of Medical Services rules and regulations.

This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or Modivcare to any particular terms or conditions.

Elaine Bartoldson, Executive Director

Name and Title

Eastern Panhandle Transit Authority

Transportation Company

446 Novak Drive, Martinsburg WV 25405

Address, City, State, and Zip Code

Signature

8/18/2025

Date

Berkeley, Jefferson, Morgan (Trips for residents to Monongalia, Hampshire, Hagerstown MD, Winchester VA) are accepted

Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) _____ Enhanced (Wheelchair) 9

Bariatric 1

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill

500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

modivcare

Letter of Commitment to Participate in the West Virginia Non-Emergency Medical Transportation/Statewide Transportation Program

To Whom It May Concern:

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or Modivcare to any particular terms or conditions.

Jennifer Woodall Asst. General Manager
Name and Title

Tri-State Transit Authority
Transportation Company

P.O. Box 7965 Huntington WV 25779
Address, City, State, and Zip Code

Jennifer Woodall 8/21/25
Signature Date

Cabell, Portions of Wayne & Putnam
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 13 Enhanced (Wheelchair) 13

Bariatric 0

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

modivcare

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Babrak Mehraban, Owner
Name and Title

I Care Medical Transportation Inc
Transportation Company

912 Middleway Pik Suite A Inwood WV 25428
Address, City, State, and Zip Code

Signature

8-17-2025
Date

Berkeley County, Martinsburg, Jefferson County
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 4 Enhanced (Wheelchair) 3

Bariatric

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

modivcare

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Andrew Vecchio Owner of Motown Taxi
Name and Title

Motown Taxi LLC dba Motown Taxi
Transportation Company

235 Hartman Run Rd Morgantown WV 26505
Address, City, State, and Zip Code

Andrew Vecchio 8-14-25
Signature Date

Monongalia, Marion, Harrison, Preston, Taylor, Some Lewis/Upsl
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 8 Enhanced (Wheelchair) 0

Bariatric 0

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

modivcare

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My company intends to contract with Modivcare to provide NEMT/STP services. I understand that any contract with Modivcare for services µnder the NEMT/STP brok• age program will be subject to West Virginia Department of Human Services, Bureau of Medical S ervices rules and regulations.
This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or Modivcare td any particular terms or conditions.

Steven L. Conley - Owner

Name and Title

Medical Transportation Services LLC

Transportation Company

2.5314 15th Ave, Parkersburg, WV. 26101

Address, City, State, and Zip Code

Signature

8-21-2025

Date

We are based out of Wood County - traveling to/through the following counties - Wood, Pleasants, Richie, Tyler, Wetzel, Marion, Monongalia, Preston, Doddridge, Harrison, Taylor, Wirt, Calhoun, Gilm e, Lewis, Barber, Tucker, Grant, Mineral, Hampshire, Morgan, Berkeley, Jackson, Roane, Braxton, Mason, Cable, Putnam, Kanawha, Clay, Webster, Lincoln, Boone, McDowell, Wyoming, Fayette, Mrgo, Logan, Raleigh, and Mercer

Geographic areas se rvice **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory enhanced (Wheelcha ir)-c)

Bariatric c?

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modiv care
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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Ashley Anderson, Director of Operations
Name and Title

D's Rides, LLC
Transportation Company

1310 Sullivan Road, Glen Rogers WV 25813-
Address, City, State, and Zip Code

Ashley Anderson — August 22, 2025
Signature — Date

Raleigh, Mercer, Fayette, Wyoming, McDowell,
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 11 Enhanced (Wheelchair) 0

Bariatric 0

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

modivcare

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Noel Dacres, President

Name and Title

Daquest Care Transport Ltd Co.

Transportation Company

3006 Mount Vernon Rd STE 1000, Hurricane, WV 25526

Address, City, State, and Zip Code

Signature  Date 8-22-2025

Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) Enhanced (Wheelchair)

Bariatric

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or Modivcare to any particular terms or conditions.

Leah Cook, Vice President of Development
Name and Title

RECOVERY POINT OF HUNTINGTON INC
Transportation Company

1040 Adams Avenue, Huntington, WV 25704
Address, City, State, and Zip Code

Signature

08/14/2025
Date

Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) _____ Enhanced (Wheelchair)_____

Bariatric_____

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or Modivcare to any particular terms or conditions.

Bruce Eddy Deputy Assistant General Manager

Name and Title
Fairmont-Marion County Transit Authority

Transportation Company
400 Quincy St Fairmont WV 26554

Address, City, State, and Zip Code

Signature
Bruce Eddy

Date 08/14/2025

Geographic areas served **(Must list all counties of operation)**
Originating in Marion County Going to Marion And Surrounding Counties
Of Vehicles: Basic (Ambulatory) _____ Enhanced (Wheelchair) 23

Bariatric_____

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

modivcare

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This Letter of Commitment indicates only our willingness to provide transportation services under a future contract, and does not bind either my company or Modivcare to any particular terms or conditions.

Laura Ward, Executive Director
Name and Title

The Committee on Aging for Randolph County dba Country Roads Transit
Transportation Company

PO Box 727 Elkins, WV 26241
Address, City, State, and Zip Code

Laura Ward
Signature

05/15/2025
Date

Randolph
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 0 Enhanced (Wheelchair) 15

Bariatric 0

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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Tammy Pritt-Jones, COO
Name and Title

Right Path Transportation, LLC
Transportation Company

PO Box 225, Montgomery, WV 25125
Address, City, State, and Zip Code

Tammy Pritt-Jones
Signature

8/15/25
Date

Clay, Fayette, Raleigh, Kanawha, Nicholas
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 2 Enhanced (Wheelchair) 0

Bariatric 0

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

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500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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Ashly Sauer Vice President of Operations.
Name and Title

Transmart USA LLC.
Transportation Company

315 Market Street Brilliant, Ohio 43913
Address, City, State, and Zip Code

Ashly Sauer 08/14/2025
Signature Date

Ohio, Brook, Hancock, North Marshall for Pickups
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) X Enhanced (Wheelchair) X

Bariatric_____

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Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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Douglas Pixler, General Manager
Name and Title

Potomac Valley Transit Authority
Transportation Company

185 Providence Lane Petersburg WV 26847
Address, City, State, and Zip Code

Signature

8/12/2025
Date

Grant, Hardy, Pendelton, Mineral, Hampshire, Tucker and Morgan Counties
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 8 Enhanced (Wheelchair) 10

Bariatric 0

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

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500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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Samuel Lovejoy AsstAdmin
Name and Title

Mullens Manor Inc.
Transportation Company

PO Box 1964 Pineville, WV 24874
Address, City, State, and Zip Code

Signature

8/19/25
Date

Wyoming, Raleigh, McDowell, Mercer, Kanawha
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 10 Enhanced (Wheelchair) ✓

Bariatric ✓

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
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500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com

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Eddie Tosado / Partner
Name and Title

Sky Transportation, LLC
Transportation Company

1055 Farmington Ave, ste D2 Farmington, CT 06032
Address, City, State, and Zip Code

Signature

8-19-25
Date

Entire State of West Virginia
Geographic areas served **(Must list all counties of operation)**

Of Vehicles: Basic (Ambulatory) 20 Enhanced (Wheelchair) 6

Bariatric

Please return this form signed to the email address or physical address below by 12pm, Wednesday, September 3, 2025.

Modivcare
Attn: Joshua McGill
500 Lee Street East, Suite 800
Charleston, WV 25301
joshua.mcgill@modivcare.com



modivcare

Attachment 6 WV Operations Procedures Manual

modivcare

Creating Connections to Care



Operations Manual for West Virginia NEMT Bureau of Medical Services, DHHR

Common Business Practices

Additional Passenger 5
Confirming Urgent Appointments 7
Co-payment Requirements 9
Correcting Member Information in LogistiCAD 10
Covered and Non-covered Services 12
Document Retention 13
Emergency Medical Services 14
Eligibility Determination 16
Entering a Complaint in LogistiCAD (CSR) 18
Entering a Complaint in LogistiCAD (QA) 20
Equipment and Supply Request 23
Handling a VIP Member 24
Hours of Operation 25
Lab Work and X-Ray Requests 26
Levels of Service 27
Mass Transit Screening 29
Mileage Reimbursement 31
Multiple Leg Trip 34
Multiple Passengers 36
Notice Requirements 37
Sleep Study Reservation 38
Staff Training 39
Telecommunication Relay Services 40
Transport To/From/Between ER 42
Transport To / From / and Between Nursing Home 43
Transporting Newborn Babies 44
Transportation Requestor 45
911 Transfer Calls 47

HIPAA Confidentiality 48
Voiance Language Services 50
TTY Access 52
Call Recording Plan 54
Staff Quality Monitoring Program 56
Transporting Minors 58
Consent and Release of Liability 59
Prior Authorizations 61
Appointment Reminder System 63
Reimbursement for Travel Expenses 65
Request for Travel Expense Reimbursement (R-TER) 68
NEMT Scheduling Notice and Routing 69
Trip Assignment Methodology 70
Assign and Schedule Trips on a Per-Trip or Recurring Basis 71
Adverse Impacts on Members, Facilities and Other Service Providers 72
Schedule Trips So Average Wait Time for Pick-Up For A Leg Does Not Exceed Fifteen Minutes 74
Last Minute Trip Requests (Urgent Appointments) 76
Schedule Changes 78
Unscheduled Pick-ups & Designated Drop-off Destination 79
Pharmacy Trips 80
Qualifying Standing Orders 81
Recurring (Standing Orders) Provider Changes 83
Providers Who Do Not Arrive for Scheduled Trips 84
Managing Member No Show 85
On-Time Arrival 86
Travel Time on Board 87
Choice of Provider 88
Mileage Reimbursement 89
Trip Manifests 91

Complaint Management Process 93
Denial Requirements 97
Notice of Denial for Transporation Services Request 99
Workplace Threats 101

Additional Passenger Request (Escort)	
BUSINESS PRACTICES	
PURPOSE **To provide guidance to the employee for situations in which a member is scheduling transportation and requesting to bring additional passengers/ escorts/ personal care attendants.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C11

BUSINESS PRACTICE

"Additional Passengers" can be categorized into two (2) groups: Escorts and Child. Since LogistiCAD manages these two groups differently, it is important that the correct definition is applied when making selections. The two (2) groups are defined below as:

1. An escort is defined as an additional passenger that will accompany a member to an appointment at the request of the member. The escort remains with the member from the time of pick up through the time of return from his or her appointment. The escort attends the appointment with the member. There is a relationship between the member and the escort.
2. A child is defined as an additional passenger who is a minor traveling with an adult member to an appointment. The child remains with the member at all times.

The following are eligible customer contract requirements regarding "additional" passengers/escorts/ attendants. Whether "additional" riders are allowed is determined on a case by case basis, based on the specific contract requirements indicated below:

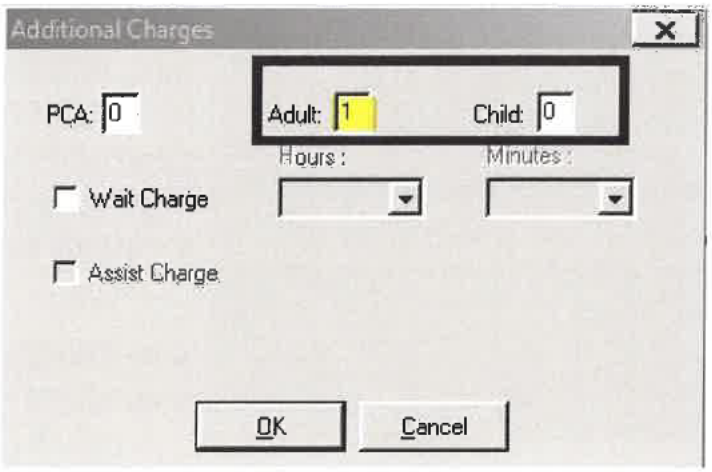
Contract	Additional passenger/escort
West Virginia DHHR BMS	• One (1) escort allowed • Family member(s) and/or caregivers if space and conditions allow.

PROCEDURE

When booking a trip request for a member that requires an escort or who is bringing a minor child as authorized by contract, complete the following steps:

1. Confirm that the escort is eighteen (18) years of age or older.
2. Click the ADDL CHARGES button to schedule an "additional" passenger.
3. An 'Additional Charges Dialog' will appear. The only field that a CSR populates is the number of escorts (adult/child - boxed below). Enter the number of additional passengers in the appropriate field:
   - Adult (escort)
   - Child, if applicable as indicated by the contract guidelines

Note: Do not populate or check the 'PCA', 'Wait Charge', and 'Assist Charge' fields. Only populate the additional passenger fields accordingly.



1. Click OK to save entry
2. Place a TP Comment noting an escort/attendant/ passenger will be traveling. If the additional passenger is a child, indicate the age of the child/children traveling with the member.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
08/01/2026	Annual Review / Reformatting	ZS

Confirming Urgent Appointments

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
Modivcare will comply with contract standards when processing transportation requests that are made with less than the required notice.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: SOW A2, C2

BUSINESS PRACTICE

Modivcare will screen reservation requests to determine transportation is to a covered medical service and the request is made within applicable contracted timelines. If a trip request is received with less than the applicable notice requirement, staff will verify if the appointment is for urgent care and will process the reservation appropriately. Generally urgent care appointments include:

- Hospital discharges
- Follow-up appointments
- Pre-operative appointments
- Admissions to nursing homes or hospitals
- Out-patient surgery
- Appointments for new medical conditions where the Member must be seen immediately
- Dialysis-related appointments

PROCEDURE

1. If a CSR receives a trip request that is made with less than the applicable contracted notice requirement, the CSR must confirm that the appointment is for urgent care.
2. While entering the trip information in LogistiCAD, the caller should be informed of the applicable notice requirement and the CSR should ask if the appointment is for urgent care.
3. If the appointment is a referral to this trip location, it is very important that the CSR get the referring doctor's name, health care facility or doctor's office address and direct phone number and enter this information in a Trip Note.
4. The CSR should confirm a phone number at which the caller can be reached once the appointment is confirmed urgent.
5. The CSR should verify the appointment as urgent care with the applicable doctor or health care facility.
6. If the trip is confirmed for urgent care, the caller should be notified and the trip should be assigned.
7. A Trip Note should be entered identifying by name the person at the health care facility who confirmed the appointment as urgent.
8. If the appointment is not confirmed as urgent, the caller should be notified and the reservation should be denied per the operation's applicable process.

9. A Trip Note should be entered identifying by name the person at the health care facility who stated the appointment was not urgent care. The note should also reflect that the caller was notified and the trip was denied.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
08/01/2026	Annual Review / Reformatting	ZS

Co-payment Requirements	
BUSINESS PRACTICES	
PURPOSE To adhere to applicable state and federal laws pertaining to member co-payments.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** N/A

BUSINESS PRACTICE

Modivcare does not and will not charge any member for Non-emergency transport.

PROCEDURE

Co-payments are not charged to any member for transportation services.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
08/01/2026	Annual Review / Reformatting	ZS

Correcting Member Information in LogistiCAD

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To assist the Modivcare employee regarding updates and corrections to a member's Contact Information in LogistiCAD.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

To maintain the most accurate and up to date information for eligible members, Modivcare receives weekly data from the contracted customer. This information is automatically populated when the member's ID number is entered into LogistiCAD. Staff can update a member's contact information at the time of a reservation call to maintain the most accurate and up to date information for eligible members.

Note:

The only way that this information can be permanently corrected is for the member to contact his/her respective insurance carriers/state departments to have the information changed in their member file. If the member does not update their information with the insurance provider, the old information will override the corrected information when a new file is received from DHHR BMS and the information is uploaded in the LogistiCAD system.

PROCEDURE

1. During the reservation call, review the member's contact information and confirm that it is accurate.
2. Go to the Rider tab in LogistiCAD
3. Press ALT 1 for the Contact Info tab
4. First confirm the Mailing Address
   - Line 1 should contain the member's address including the apartment and building number
   - Line 2 should contain the name of the Head of Household if different than the member for example: C/O Jane Doe.
5. On the Rider tab, confirm the Physical Address including any apartment and/or building numbers in the Physical Address fields.
6. Confirm the phone number and emergency contact information.
7. Once all information has been updated, press CTRL+S to save all information. This information should also be entered on the Trip tab in the apartment and building fields.
8. Continue back to the Trip Detail screen to continue scheduling the reservation.

9. Inform the caller to notify the contracted customer of any updates to the address and phone number information.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Covered and Non-Covered Services	
BUSINESS PRACTICES	
PURPOSE **To list and define the required eligibility criteria for members receiving transportation services.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** Summary of Covered Services

BUSINESS PRACTICE

Modivcare will arrange transportation for members who are eligible for transportation services and are traveling to a covered service appointment. If a member is not active or is not found in the LogistiCAD system, the employee will verify the member's eligibility through the eligibility determination process established by the client.

PROCEDURE

1. All trip requests will be screened to determine whether the trip is for a covered service.
2. A list of covered services is available with the SOW in the Contractual Business Practices Manual.
3. If the trip request is for a non-covered service, follow the contract's denial procedures.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Document Retention

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To outline the document retention program adopted by Modivcare in accordance with applicable contractual, legal, and regulatory parameters.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

It is the business practice of Modivcare to follow all applicable contractual, legal, and regulatory requirements regarding document retention. Without limiting the foregoing, Modivcare's Business Practice with respect to the following categories of documents is as follows:

- All documents related to Medicare and Medicaid services provided by Modivcare must be kept for a minimum of six years after termination of the contract.
- All documents related to any litigation, claim, or audit must be kept for the duration of the litigation, claim, or audit, including any appeals or reviews, or longer to the extent required by any other legal or contractual mandate.

PROCEDURE

1. Retention and Storage Records: All records must be securely stored according to Modivcare's regular standards for record retention/storage.
2. Any questions regarding record retention guidelines should be directed to the attention of the local Operations Management or the General Counsel as necessary for assistance

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Emergency Medical Services

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To ensure that urgent transportation is provided under coverable circumstances for Non-Emergency Medical Transportation.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

Modivcare does not arrange Emergency Ambulance service.

PROCEDURE

A caller may not always be forthcoming with a member's condition or special needs and the employee may need to ask additional questions to determine that the member is being transported by the appropriate level of service.

The following questions have been established to assist an employee in determining if the caller should be directed to contact 911 or a local Emergency Medical Service (EMS).

1. Is this trip for a possible bone fracture, broken limb, hemorrhaging, etc.?
2. Does the member need to be monitored during transport?
3. Is the member experiencing shortness of breath or chest pains?
4. Will the member require skilled care or trained medical personnel during transport?
5. Is the member unable to wait up to three hours for transportation?
6. Is the member being directly admitted to a Psychiatric Ward or Mental Health Facility?

    - If the answer to any of the above questions is "Yes", you will tell the caller to hang-up and dial 911 or local EMS.
    - If the member appears to be in medical distress that would not allow them to dial 911 on their own, keep the member on the line and get a lead, supervisor or member of management to assist you in placing the call for the member.
    - If you are unsure of any situation, ask a member of your management team.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Eligibility Determination	
BUSINESS PRACTICES	
PURPOSE To list and define the required eligibility criteria for members receiving transportation services.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW Section C (all)

BUSINESS PRACTICE

It is critical that the eligibility of all transportation Members comply with the guidelines of the West Virginia Department of Health and Human Resources contract. The local operation is responsible for tracking and verifying eligibility utilizing West Virginia Medicaid verification tools: Voice Response System and/or MMIS.

PROCEDURE

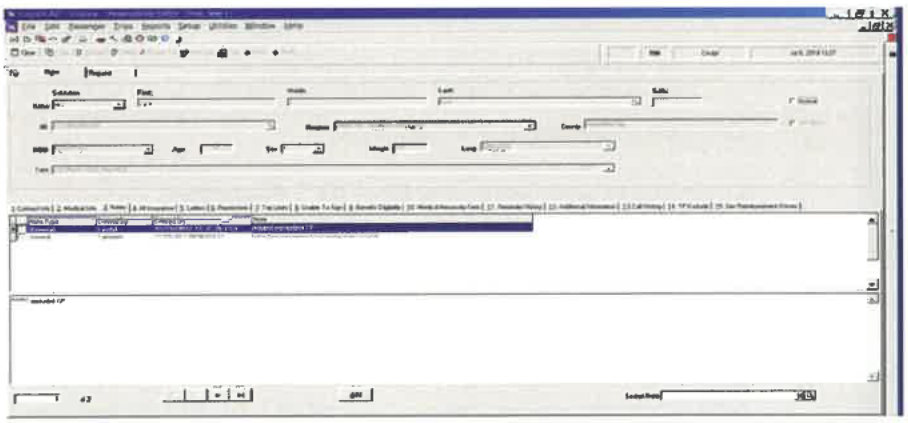
The below chart contains information on this specific client contract eligibility determination process:

Contract	Eligibility Process
West Virginia DHHR BMS	1. Access website: https://www.wvmmis.com 2. Click on **Provider** in the **Login** box 3. Login using your assigned **User ID** & **Password** 4. Place your mouse over **Member** 5. When the **Eligibility Inquiry box** appears click to open the next screen 6. Input member **Medicaid number** and **to** and **from dates of service** or 2 of the following; Members Name, Date of Birth or Social Security Number 7. Click on **search** at the bottom of the screen 8. When search results are displayed, highlight and click on the member you wish to view to see his/her coverage and Medicare, waiver or additional insurance

If a transportation Member is not active or found in LogistiCAD, eligibility will be verified as follows:

1. The CSR will complete the Verification of Eligibility Form. This form will include the following information:
   - Transportation Requestor's full name
   - Relationship to the Medicaid Member (if not the member)
   - Contact phone number
   - Completed reservation details

2. The CSR will advise the requestor that eligibility will be verified
3. The CSR will give the completed Verification of Eligibility Form to the Supervisor or designated employee (Verifier) for verification.
4. The Supervisor or Verifier will verify the Member's eligibility by utilizing any of the following resources/ tools:
    - Utilizing the website
    - Accessing on-line MMIS eligibility records
    - Calling the appropriate Department of Social Services to identify "pending" Medicaid applicants
5. If the Member is eligible, the Supervisor or Verifier will create the reservation using the information listed on the Verification of Eligibility Form.
6. A Supervisor or Verifier will contact the requestor once eligibility status is determined.
7. The Supervisor or Verifier will review the reservation details and provide the reference number.
8. If the Member is not eligible for transportation services, the Supervisor or Verifier will enter a denied reservation into the LogistiCAD system.
9. The Supervisor or Verifier will notify the requestor of the reservation denial.
10. The Supervisor or verifier will notate the Members account with appropriate verification eligibility status.
    - The Members rider note will include date of verification, eligible/ineligible dates of service and eligibility approved or denied status



SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Entering a Complaint in LogistiCAD (CSR)

BUSINESS PRACTICES

PURPOSE

To outline the process required to enter a service complaint.

NEXT REVIEW DATE: 08/01/2026

CONTRACT NAME:
West Virginia DHHR BMS

BUSINESS TYPE:
Common

SOW/CONTRACT REFERENCE:
SOW - Section F

BUSINESS PRACTICE

Modivcare has established and maintains a complaint or grievance system in order to address, resolve and record concerns raised (verbally or in writing) by clients, members or providers in a timely manner.

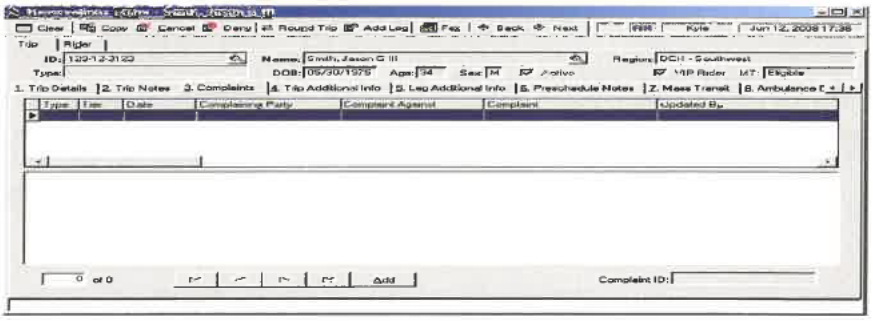
It is the responsibility of any staff member who receives a complaint from members, providers or any individual to electronically record the complaint in the LogistiCAD database. All complaints must be entered into LogistiCAD even if the issue is resolved on the initial phone call.

If the complaint is about injuries, sexual misconduct, assault or drug use involving a member, driver, and/or staff member, place the caller on hold and ask your supervisor for assistance.

PROCEDURE

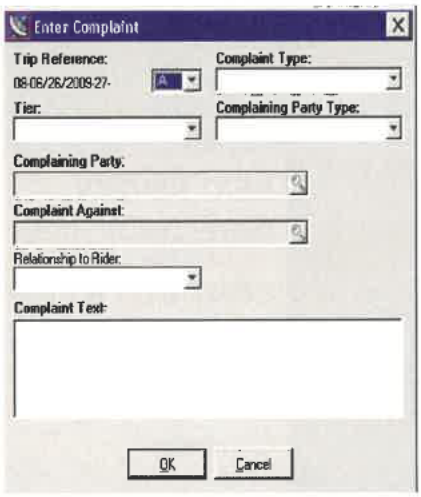
The complaints tab of a trip is used to enter and review complaints made against the reservation or service provided. To enter a complaint, follow these steps:

1. Navigate to the Complaints tab



2. Press the **ALT** and **A** keys simultaneously

3. The Enter Complaint dialog will be displayed as shown below



4. Select the leg identifier for the trip leg if the complaint is against a trip.
5. Select the **Complaint Type** of the complaint.
   - » Based on the complaint type, certain fields (such as **Complaining Party Type**) may be set to specific values automatically by the system. The complaint type also dictates what type of entity can be chosen in the **Complaint Against** field. For example, if the complaint type selected is "*Provider Late*", then the only Complaint Against entities that can be selected are transportation providers. Another example would be a "*Rider No Show*" which would limit the selection to the rider on the reservation.
   - » Use the LogistiCAD Complaint Codes Description table to determine the appropriate complaint code type.
6. The **Tier** will be set to a default value based on the complaint type.
7. Fill in the **Complaining Party Type**, which defines the person or entity that is making the complaint.
8. Select the name of the party making the complaint.
9. Select the name of the party that the complaint is against. The available selections are controlled by the **Complaint Type** field.
10. If the complaint is from an 'Other Party', define the relationship of the complaining party to the rider.
11. Type in a note that adequately defines the complaint.
12. If you want to keep the complaint, Tab to the **OK** button and press the **ENTER** key.
13. If you do not want to keep the complaint, tab to the **Cancel** button and press the **ENTER** key or hit the **ESC** key.
14. Remember to save the changes pressing the **CTRL** and **S** keys simultaneously.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Entering a Complaint in LogistiCAD (QA)

BUSINESS PRACTICES

PURPOSE

To outline the process required to enter a service complaint.

NEXT REVIEW DATE: 08/01/2026

CONTRACT NAME: West Virginia DHHR BMS

BUSINESS TYPE: Common

SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

Modivcare has established and maintains a complaint or grievance system in order to address, resolve and record concerns raised (verbally or in writing) by clients, members or providers in a timely manner.

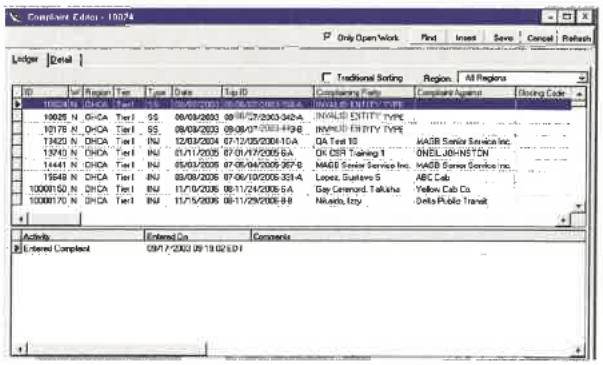
It is the responsibility of any staff member who receives a complaint from members, providers or any individual to electronically record the complaint in the LogistiCAD database. All complaints must be entered into LogistiCAD even if the issue is resolved on the initial phone call.

If the complaint is about injuries, sexual misconduct, assault or drug use involving a member, driver, and/or staff member, place the caller on hold and ask your supervisor for assistance.

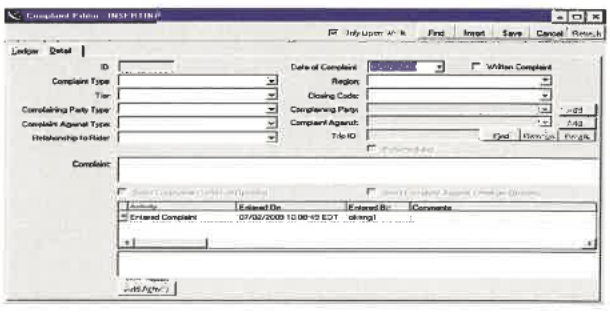
PROCEDURE

The Complaint Editor is used to enter and review complaints made against the reservation or service provided. To enter a complaint, follow these steps:

1. Navigate to the **Complaints Editor** indicated below.



2. Click the 'Insert' button to create a record. The Details tab will be displayed.



3. Select the appropriate Complaint Type using the Complaint Codes in the table below.
   - » LogistiCAD will automatically assign the Tier Designation
   - » If the Complaint is written, then check the Written Complaint radio button
4. Select the Complaining Party Type
5. Select the Complaint Against Type
6. Select the Relationship to Rider
7. Select the Region
8. Enter the Complaining Party Name using the drop down listing
9. Enter the Complaint Against Name using the drop down listing
10. Click the 'Find' button to look up the appropriate trip and leg
11. Enter the Trip ID and Leg and click the 'Find' button
12. Select the leg identifier for the trip leg that the complaint is against
13. Click 'OK'
14. Type in the Notes field the exact details of the complaint. These notes are a permanent part of the member's record; please confirm that all spelling and grammar is accurate.
15. If you do not want to keep the complaint, click the 'Cancel' button
16. Click the 'Save' button to keep the record

Closing Codes

At the completion and resolution of a complaint, the record is assigned a closing code.

1. Select the appropriate Complaint Closing Code Type using the following resolution codes:

Closing Code	Closing Code Description
Received but within Guidelines	A complaint occurrence is found not to be true or the occurrence is true, but is not a violation of the standard operating procedures for the contract.
Valid Complaint – Action Taken	A complaint occurrence is found to be true and the occurrence is a violation of the standard operating procedures for the contract. Action is taken.
Insufficient Information to Validate	The complaint occurrence is such that it is one person's word against another's and there is no way to confirm either side of the story.
Inquiry – No Further Action Required	The person calling the complaint line is really asking a question versus making a true complaint.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Medical Equipment/Supplies Request	
BUSINESS PRACTICES	
PURPOSE To outline the guidelines for when a member makes a request for the transportation provider to supply equipment or supplies during a transport.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C13

BUSINESS PRACTICE

Modivcare does not supply any equipment or supplies during transport. This includes, but is not limited to, wheelchairs, walkers, canes, portable oxygen and booster/car seats for minor children. Some customer contracts may request that a transportation provider provide a wheelchair or child booster/car seat. See below for specific information as to each contract.

Contract	Minor child safety/booster seat provided by transportation provider	Wheelchair provided by transportation provider
West Virginia DHHR BMS	No	No

PROCEDURE

When booking a trip for a member, review all equipment or supply needs during the input of the reservation in LogistiCAD and confirm that the member is able to provide the equipment or supplies.

1. Inform the member of the equipment or supply requirements. This will include wheelchair, child booster/ car seat needs, walkers, canes, etc.
2. Advise the member to have the required equipment or supplies available at the time of transport.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/27/2026	Annual Review / Reformatting	ZS

Handling a VIP Member	
BUSINESS PRACTICES	
PURPOSE **To define VIP member status and to provide instructions for VIP call handling.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** N/A

BUSINESS PRACTICE

A VIP is a member that requires special considerations. Management or a designated employee may utilize the VIP field indicator in LogistiCAD to identify a VIP member whose transportation needs requires special instructions. These instructions will be documented in a Rider note in the member's LogistiCAD file.

PROCEDURE

When arranging transportation for a VIP member, Staff should complete the following steps:

1. Review all Rider notes carefully for instructions on assisting a VIP member thoroughly and completely adhere to all directions given in a VIP member's Rider notes

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/27/2026	Annual Review / Reformatting	ZS

Hours of Operation

BUSINESS PRACTICES	
PURPOSE To define hours of operation and reservation phone numbers for routine reservations for all contracts	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW A1- A4

BUSINESS PRACTICE

Modivcare operates call centers during specified days and hours to schedule routine transportation trips.

Hours of operation for a hospital discharge or urgent transport to a clinic or facility are 7 days a week, 24 hours a day, 365 days a year by calling the reservation number.

PROCEDURE

- Routine reservations will not be taken after hours, on weekends, or national holidays.
- Hours of operation for a hospital discharge or urgent transport requests are 7 days a week, 24-hours a day, 365 days a year by calling the reservation phone number.

Hours of Operation to schedule routine reservations for each contract are Monday through Friday as follows:

~~Cont~~ract	Routine Reservation Hours & Time Zone	Weekend and/or National Holiday Information	Reservation Phone Number
West Virginia DHHR BMS	7:00am EST – 6:00pm EST	Closed	1-844-549-8353

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/27/2026	Annual Review / Reformatting	ZS

Lab Work and X-Ray Requests	
BUSINESS PRACTICES	
PURPOSE To outline the appropriate steps for arranging transportation for necessary Lab Work and X-Ray requests.	**NEXT REVIEW DATE:** 08/01/2026
	CONTRACT NAME: West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: Summary of Covered Services

BUSINESS PRACTICE

Modivcare arranges transportation for lab work and X-rays to members based on an agreed-upon notification guideline for each contract and urgent care criteria.

PROCEDURE

In general, members who are traveling for lab work WILL NOT have an appointment time.

If member is calling from the Doctor's office and is being referred for lab work or X-Rays:

1. Confirm request with a person from the Doctor's office
2. Follow all necessary steps to modify the existing reservation to accommodate the urgent care lab work or X-Ray appointment and contact the transportation provider as necessary. This does not require any further verification per the urgent care process.

If a member is calling for an appointment for lab work or X-Ray appointments after the normal operating hours of the contract:

1. Explain to the member the contracts notification guidelines and suggest making the appointment the next appropriate reservation day.
2. If the member insists that this lab work or X-Ray is necessary, follow the appropriate process for urgent care appointments.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Levels of Service

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To outline the acceptable levels of service (LOS) a member may be provided by a transportation provider to a covered service.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: SOW C4

BUSINESS PRACTICE

Modivcare will arrange transportation to members through a variety of levels of service as outlined in the contract. Modivcare is responsible for determining the most appropriate level of transport based on information provided to Modivcare by the member or the member's representative regarding the member's need, health, and mobility.

PROCEDURE

The standard mediums of transport are Ambulatory and Wheelchair.

- **Ambulatory** indicates that a member is able to walk. An ambulatory member may require the assistance of a walking device such as a cane or walker. The basic vehicle transportation is defined as a motorized vehicle used for the transportation of passengers whose medical condition does not require the use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, and medical care or treatment during transport.
- **Wheelchair** indicates that a member must be transported in a wheelchair by a wheelchair van. This enhanced vehicle transportation is defined as a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices. Enhanced vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care, or medical treatment during transport.
- **Air Transport** indicates that air travel is required. Prior authorization must be obtained. Medical certification of the need for commercial air must be obtained from the medical provider.
- **Mass Transit** (Fixed Route) is defined as transportation by means of a public transit vehicle that:
  - Follows an advertised route on an advertised scheduled
  - Does not deviate from route or the schedule
  - Picks up passengers at designated stops

The following table indicates the available modes of transportation that may be selected to transport a member for this specific contract:

Contract	Ambulatory	Wheelchair	Air Transport	Mass Transit
West Virginia DHHR BMS	X	X	X	X

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Mass Transit Screening	
BUSINESS PRACTICES	
PURPOSE **To identify when mass transit should be considered when scheduling a member's transportation request.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C5

BUSINESS PRACTICE

The following table gives the distance criteria used to identify when a member may be eligible for public transportation for each contract. Consideration of a member's condition as is it relates to being ambulatory or in a wheelchair and his or her agreement to participate should be taken into account if applicable.

Contract	Mandatory or Optional Choice	Miles from Pick Up location to Transit Stop	Miles from Drop Off location to Transit Stop
West Virginia DHHR BMS	Optional	Less than ½ of a mile	Less than ½ of a mile

PROCEDURE

As part of the standard call script, the CSR is required to ask if the member's residence and appointment are within the contract specific mileage criteria from a mass transit stop.

Required Mass Transit Use per Contract:

1. The CSR should thoroughly read the Rider notes to determine if there is any indication that the member is not able to take mass transit or if bus passes were sent for prior trips.
2. If the member lives within the contract designated mileage from a mass transit stop and the appointment is within the contract designated mileage from a mass transit stop, the CSR will inform the member that he or she is required to take public transit and the CSR will assign 'Mass Transit' in the TP field when entering the trip information.
3. If the member states he or she cannot take mass transit, the CSR is to request written medical documentation from the member's doctor prior to the trip occurring.
4. A pending bus pass provider report is run daily Monday through Friday by the transportation team, and the TP field is changed to the appropriate transit system in LogistiCAD.
5. Trip notes are entered by the Transportation team indicating the bus passes have been sent to the member.

Optional Mass Transit Use per Contract:

1. If the member lives within the contract designated mileage, from a mass transit stop and the appointment is within the contract designated mileage from a mass transit stop, the CSR will ask if the member is willing

to take the bus.

2. If the member answers yes, the trip is entered and the CSR will assign 'Mass Transit' in the TP field.

If the member answers no, the CSR will schedule the trip with level of service 'Ambulatory' or 'Wheelchair' and leave the TP field blank per the normal process and enter a Trip Note stating that the member refused to take Public Transit.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Mileage Reimbursement	
BUSINESS PRACTICES	
PURPOSE **To outline the parameters for mileage reimbursement when scheduling a member's transportation request.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW B2

BUSINESS PRACTICE

Modivcare provides mileage reimbursement for transit to a member's covered service appointment. The member, friend, or family member responsible for transporting the member is eligible for mileage reimbursement. Commercial drivers or qualified transportation providers are not eligible for reimbursement.

Mileage reimbursement will be paid at a specified rate per mile for each mile that the member is driven in the vehicle. Mileage will not be paid for the time the member is not in the vehicle.

A member may not be required to use the mileage reimbursement program if the following applies:

- The member has a vehicle that is not in operable condition.
- The member has a vehicle; however, the member has a medical condition that prevents him or her from operating the vehicle.
- There is a vehicle in the household; however, the owner of the vehicle is not legally responsible for the member. Legal responsibility could include spouse to spouse as well as a parent to minor children.
- There is a vehicle in the household and it is being used by another for other purposes such as work.

The following table indicates whether mileage reimbursement is a required option to offer under each contract and the applicable mileage reimbursement rate:

Contract	Mandatory or Optional Choice	Amount reimbursed per mile
West Virginia DHHR BMS	Optional	$0.42

PROCEDURE

Transportation requests should be screened at the time of the original trip request to determine if a member is eligible for mileage reimbursement.

Procedure where Mileage Reimbursement is required by contract:

1. Inform the member that our Mileage Reimbursement Program is the first option available providing him or her with a specified amount paid per mile
2. Ask if the member, friend, or relative has a vehicle
3. Enter the trip in LogistiCAD as normally

4. Enter 'GAS' in the TP field and select Alt and the Arrow Up key
5. When the Gas Reimbursement dialog box is displayed enter the last name and a portion or all of the first name of the driver and select Alt and the Arrow up key to display a drop down list of names
6. Scroll through the names and select the correct driver name
7. If the driver is not listed select Alt and A to display the Other Person Editor
8. Complete all fields and save the information
9. After completing the trip reservation request, the CSR should tell the member that the member will need a signed trip voucher to submit for payment for the trip
10. Ask the member if he or she needs a trip voucher
    - If the member says yes, add a Rider note stating "mailed vouchers". Be sure to mail the voucher to the member.
    - If the member says no, add Rider note stating "declined vouchers".
11. The CSR should tell the member the trip confirmation number and ask the member to write it in the appropriate box on the voucher form or on a piece of paper if the member does not have a voucher.
12. If the member will not receive the vouchers prior to the appointment, inform the member that the health care provider may give the member a signed note on the provider's letterhead verifying the member attended the scheduled appointment. The letter must be attached to the voucher when submitting it for payment.
13. Tell the member he or she will need to take the voucher to the treating facility for the doctor or clinician to sign off as proof of visitation.
14. Tell the member that once the voucher has been completely filled out and signed by the treating doctor or clinician, it is to be submitted to the Modivcare Billing Department for processing. Once the invoice/ voucher has been processed and verified, reimbursement will be issued and mailed to the payable party.

Procedure where Mileage Reimbursement is optional under contract:

1. Inform the member that we offer a Mileage Reimbursement Program providing him or her with a specified amount paid per mile.
2. Ask if the member, friend or relative has a vehicle and if the member would like to take advantage of the program.
3. **If the caller says yes**, enter the trip in LogistiCAD as normally.
4. Enter 'GAS' in the TP field and select Alt and the Arrow Up key
5. When the Gas Reimbursement dialog box is displayed enter the last name and a portion or all of the first name of the driver and select Alt and the Arrow up key to display a drop down list of names
6. Scroll through the names and select the correct driver name.
7. If the driver is not listed select Alt and A to display the Other Person Editor.
8. Complete all fields and save the information.
9. Ask the member if he or she needs a trip voucher.

- If the member says yes, add a Rider note stating "mailed vouchers". Be sure to mail the voucher to the member.
- If the member says no, add Rider note stating "declined vouchers".

10. The CSR should tell the member the trip confirmation number and ask the member to write it in the appropriate box on the voucher form or on a piece of paper if the member does not have a voucher.

11. If the member will not receive the vouchers prior to the appointment, inform the member that the health care provider may give the member a signed note on the provider's letterhead verifying the member attended the scheduled appointment. The note must be attached to the voucher when submitting it for payment.

12. Tell the member that he or she will need to take the voucher to the treating facility for the doctor or clinician to sign as proof of visitation.

13. Tell the member that once the voucher has been completely filled out and signed by the treating physician or clinician, it is to be submitted to the Modivcare Billing Department for processing. Once the invoice/ voucher has been processed and verified, reimbursement will be issued and mailed to the payable party.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Multiple Leg Trip

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To list and define the procedures for entering a multiple leg trip request in LogistiCAD for members traveling to more than one appointment location on the same day.	**BUSINESS PRACTICE NUMBER:** Common
	CONTRACT NAME: West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

Modivcare arranges transportation for members to multiple appointments on the same day by placing the reservation in the LogistiCAD system with multiple legs. Multiple legs must be entered accurately to make certain that the member arrives on time to all appointments.

PROCEDURE

For members with a new reservation request with multiple legs:

1. Enter the A leg of a trip
2. Use LogistiCAD function Alt + G to add additional legs
3. Enter the new appointment information
   - » – Doctor's name, address and phone number
4. When you save the trip, a warning box will appear stating "Would you like to update this address on All Legs?" Select NO.
5. Remember to place the return ride information in the last leg to make certain that the member gets a ride back to their original destination.
6. Use the system function Ctrl + S to save the reservation
7. Complete a Trip note with the treatment types for all added legs and any other necessary information regarding the trip.
8. If the member is calling less than the required hours' notice for the contract, follow the determined approval process for that contract.
9. If a member cannot travel from one appointment to the next due to a time constraint that will negatively affect a medical condition, input the new appointment as a separate round trip reservation.
10. If a member has more than three (3) trips to schedule on one day, see your management team for assistance.

For members with an existing reservation request with multiple legs:

1. When a caller requests transportation to an appointment and they have a reservation scheduled for that day, a message box will appear on the screen stating "The rider already has one or more trips scheduled for the date entered." Click OK.
2. A message box will appear on the screen stating "Would you like to view the trip?" Choose "Yes".
3. On the reservation screen, choose the leg tab that needs to be changed. If the member is adding an appointment, the leg tab that needs to be changed will be the B leg.
4. On the B leg tab, enter the new appointment information:
   - Doctor's name, address and phone number
5. When you save the trip, a warning box will appear stating "Would you like to update this address on All Legs?" Select NO.
6. Use LogistiCAD function Alt + G to add additional legs
7. Enter the new appointment information:
   - Doctor's name, address and phone number
8. Remember to place the return ride information in the last leg to make certain that the member gets a ride back to their original destination.
9. Use the system function Ctrl + S to save the reservation.
10. Complete a Trip note with the treatment types for all added legs and any other necessary information regarding the trip.
11. If the member is calling with less than the required notice requirements for the contract:
    - Follow the determined approval process for that contract.
    - If the trip is approved and the transportation provider is assigned and has already received their manifest, contact provider to inform them of the modification and system fax the new trip to the transportation provider through LogistiCAD. Remember to enter a Trip note with what has occurred and the name of everyone you spoke to.
12. If a member cannot travel from one appointment to the next due to a time constraint that will negatively affect a medical condition, input the new appointment as a separate round trip reservation.
13. If a member has more than three (3) trips to schedule on one day, see your management team for assistance.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Multiple Passengers	
BUSINESS PRACTICES	
PURPOSE To list and define the necessary steps for inputting a reservation when two (2) or more eligible members are coming from the same location and traveling to the same exact location using the same mode of transportation for appointments.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW E1-E2

BUSINESS PRACTICE

Modivcare will schedule trips as multi rider trips if two (2) or more members are traveling to the same location, at the same time and are using the same level of service. All reservations must have the same pick-up time and return time.

PROCEDURE

To schedule multi-rider trips:

1. Create the reservation for member 'A' in LogistiCAD.
2. Select additional passenger field on reservation.
3. Add a note indicating additional passenger in TP comments field.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Advanced Notice Requirements	
BUSINESS PRACTICES	
PURPOSE To define the customer contract notice requirements for transportation requests to routine medical appointments.	**NEXT REVIEW DATE:** 08/01/2026
	CONTRACT NAME: West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: SOW C2

BUSINESS PRACTICE

Modivcare follows contracted notice requirements when a caller is arranging transportation to and from medical treatment and facilities for routine medical appointments. The following provides each customer contract notice requirement and the advance timeframe in which a member can contact Modivcare to schedule a routine medical appointment under each contract.

Exceptions are made for confirmed urgent transports and discharges.

An employee will not deny an urgent appointment regardless of how many times the client has been educated about the notice requirement.

Contract	Notice Requirement	Advance Timeframe Allowable
West Virginia DHHR BMS	Five (5) Days	No more than ninety (90) days

PROCEDURE

Please remember, this procedure does not apply to confirmed urgent appointments.

If a member requests transportation for a routine medical appointment with less than the required notice, the Customer Service Representative (CSR) should follow the steps below as applicable to each contract:

Contract	Accommodate reservation, educate about Notice Requirement, document in Rider Note	Ask caller to reschedule and deny trip if applicable to contract
West Virginia DHHR BMS	First time member calls	All calls after first call ask to reschedule.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Sleep Study Reservation	
BUSINESS PRACTICES	
PURPOSE List and define steps for inputting a reservation for an overnight sleep study.	**NEXT REVIEW DATE:** 08/01/2026
	BUSINESS PRACTICE NUMBER: Common
	CONTRACT NAME: West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

A transportation reservation will be taken for an eligible member going to a sleep study appointment if the sleep study is a covered service. The reservation will take place over two days, requiring two one way trips to be created. The trip to the sleep study occurs usually in the evening and the pickup trip is typically scheduled for the next morning.

PROCEDURE

1. If a transportation request is called in for a trip to a sleep study appointment, the CSR will create a new reservation as:
   - One-way "A" Leg in LogistiCAD for the trip going to the sleep study.
2. Place a TP Comment stating this is a trip to an evening appointment.
3. Create a 2nd new reservation:
   - One-way "A" Leg in LogistiCAD for the return ride home the next day if the member has a set return time.
4. If the member does not have a set return time, request they call in the morning for the ride home.
5. Provide member with LogistiCAD reference number/s for the trips that are booked.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Staff Training

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To provide guidelines for on-going staff training as well as new hire training.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

Modivcare believes that a well-trained staff is necessary to provide exceptional customer service and support all areas of our operation. A dedicated trainer will work with management staff to implement new hire training as well as to make suggestions for on-going in-service training of staff as needed.

PROCEDURE

1. Senior management staff will be responsible for reviewing and approving all training materials for staff, including training manuals, memos or in-service training curricula.
2. Initial staff orientation will include but is not limited to the following mandatory standards:
   - Organizational structure
   - Assigned roles and responsibilities
   - Employee Handbook acknowledgement
   - Confidentiality/HIPAA acknowledgement
   - Confidentiality BUSINESS PRACTICE review
   - Diversity training
3. Updates to current practice will be based on feedback from customers, providers, and customer satisfaction surveys or as directed by the corporate office or contract changes.
4. A staff member will be designated as the trainer and will be responsible for maintaining and updating the training manual.
5. In-service training sessions will be scheduled through the management staff to guarantee that there is appropriate coverage to maintain appropriate level of staffing to meet business needs.
6. Sign-in sheets will be required for all in-service training sessions and will be maintained by the trainer to demonstrate proof of employee attendance.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Telecommunication Relay Services	
BUSINESS PRACTICES	
PURPOSE **To ensure that Modivcare is in compliance with the Americans With Disabilities Act (ADA) by making use of Telecommunications Relay Services (TRS) in appropriate situations.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW A5

BUSINESS PRACTICE

Modivcare will educate its employees that a Telecommunications Relay Service (TRS) is available at all times for members who are deaf, hard of hearing or speech-impaired to utilize for scheduling a reservation or addressing any other transportation needs. Members may communicate in a variety of ways including via Internet operator, video operator or TRS operator. All relay calls will be announced and identified as a "relay call".

PROCEDURE

Receiving calls from a relay user:

1. The communication assistant will inform you this is a relay call.
2. You should proceed with the call as normal.
3. If for some reason you indicate you do not understand how the telecommunications relay service works, the relay person will explain the process.
4. If you still need help, ask your supervisor or lead – do not hang up the call or ask the caller to call back.
5. If you or another staff member will need to call the member back regarding the reservation request, you will need to confirm with the relay service how the member can be reached.
6. Enter the information in a Trip note.

How to Use a State Relay Service:

When an outbound call must be placed to a member that utilizes a TRS, you will use the state relay service, unless the member has provided an alternate TRS option to use.

For the state relay system:

1. Dial 711.
2. When the Relay service answers, give the 10-digit phone number of the member you want to reach.
3. Once the individual answers, proceed with the call as you normally would.

For an alternate TRS system:

1. Dial the TRS number provided by the member.
2. When the Relay service answers, give the 10-digit phone number of the member you want to reach.

3. Once the individual answers, proceed with the call as you normally would.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Transport To/From/Between ER	
BUSINESS PRACTICES	
PURPOSE To provide guidance to the employee regarding trip requests to, from, and between hospital emergency room (ER).	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C7 , Summary of Covered Services

BUSINESS PRACTICE

The following table contains each customer contracts BUSINESS PRACTICE for transportation requests to, from, and between a hospital emergency room (ER) and identifies whether such trips are covered by the contract:

Contract	Trip Request to ER	Trip Request from ER as a discharge	Trip Request between ER's
West Virginia DHHR BMS	No	Yes	No

PROCEDURE

The CSR will perform the following tasks when receiving a request to, from, or between hospital ERs:

1. When entering the trip request, determine if either the drop-off or pick-up address is a hospital emergency room.
2. Determine if the trip request is a covered service based on the customer contract requirements above.
   - If yes, enter the trip request as normal.
   - If no, deny the trip as a non-covered service.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Nursing Home Transports	
BUSINESS PRACTICES	
PURPOSE To outline the necessary actions to follow when completing trip requests to, from, and between a nursing home.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C9

BUSINESS PRACTICE

The following table outlines the BUSINESS PRACTICE guidelines for transportation requests to, from, and between nursing homes for our customer contracts and indicates whether such trips are covered under the contracts:

Contract	From Member's Home to Nursing Home (admission)	From Nursing Home to Covered Service and Back to Nursing Home	From Nursing Home to Nursing Home	From Nursing Home to member's Home (discharge)
West Virginia DHHR BMS	Yes	No	No	Yes

PROCEDURE

The CSR will complete the following steps when receiving a request to, from, or between nursing homes:

1. When entering the trip request, determine if either the drop-off or pick-up address is a nursing home facility.
2. Determine if the request is a covered service per the above chart.
   - » If yes, enter the trip request as normal.
   - » If no, deny the trip as a non-covered service.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Transporting Newborn Babies	
BUSINESS PRACTICES	
PURPOSE To list and define the process for entering a transportation request for newborn babies for an appointment to a covered service.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** N/A

BUSINESS PRACTICE

Newborn babies are defined as children 3 months old or younger. Newborn babies may not have an assigned permanent ID number but are still eligible for transportation for a covered service.

Modivcare will arrange transportation for newborn babies for a covered service by entering the trip information into LogistiCAD under the mothers ID number.

PROCEDURE

1. Set-up the newborn baby's reservation under the mother's ID#.
2. Place all reservation information into LogistiCAD as normal.
3. In the Trip note put appointment comment:
   - (i.e. 2 week check-up), the name of the newborn, and the newborn's date of birth.
4. Document in the Rider notes the **FULL** name of the newborn and their date of birth.
5. In the TP Comments note that the trip is for mother and newborn so that the transportation provider will expect the mother to have an infant.
6. Remember to indicate any car seat requirements as well.
7. Place a '1' in the CHILD field in LogistiCAD.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Transportation Requestor	
BUSINESS PRACTICES	
PURPOSE **To list and define the guidelines regarding who can call and schedule transportation for a member.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C1

BUSINESS PRACTICE

The following persons or entities are allowed to call in a transportation request for an eligible member:

- The member at an age specified below
- The member's relative, legal guardian, or authorized representative
- Plan Case Manager or other Plan representative, Health Care Facility Representative, or NEMT Provider.

The table below outlines the minimum age a member must be to call in a transportation request for this contract:

Contract	Minimum Member Age
West Virginia DHHR BMS	18

PROCEDURE

Member calling in trip request:

When a member is calling in to schedule transportation, note the age of the caller in the DOB field located in the upper section of either the Rider or Trip tab.

1. Determine if the member meets the contract specific age criteria.
2. If yes, proceed with scheduling the trip in LogistiCAD as normal.
3. If no, request that someone call in the request for the member that is:
    - The Member's parent, legal guardian, or authorized representative
    - A Plan Case Manager or other plan representative
    - Health Care Facility Representative (i.e. hospital, dialysis)
4. If the member indicates the member is pregnant or a parent, schedule the trip in LogistiCAD as normal and enter a Trip note indicating the reason you are scheduling the trip.

Other person calling in member trip request:

When scheduling a trip for a member that is being called in by someone other than the member, complete the following steps:

1. When entering the trip request:
   - » Obtain the caller's name and relationship to the member
   - » Identify if the caller is the member's parent, legal guardian, or authorized representative, or a Plan Case Manager or other Plan representative, Health Care Facility Representative or an NEMT Provider.
2. If the caller meets the above criteria, place the full name of the caller in the 'Req By' field and the caller's relationship to the member in the 'Rel' field of the 'Trip Details' screen of LogistiCAD.
3. Enter a Trip note, if necessary, to summarize the caller's information.
4. If the caller does not meet the above criteria:
   - » Explain who can call in a transportation trip request for the member
   - » Place a 'Rider Note' indicating that the caller was informed about the BUSINESS PRACTICE and stating the name of the caller.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

911 Transfer Calls	
BUSINESS PRACTICES	
PURPOSE To identify situations requiring call management from a 911 agency when a caller indicates a need for emergency assistance.	**NEXT REVIEW DATE:** 08/01/20216 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** N/A

BUSINESS PRACTICE

Modivcare requires that employees instruct the caller to refer or transfer the caller immediately to 911 or an appropriate local emergency ambulance service. Modivcare shall not provide emergency transportation. The member indicates that he or she has a non-routine medical condition (life threatening) that demands emergency transportation. If you are uncertain whether the above condition applies, contact a supervisor immediately to ask for direction.

PROCEDURE

Upon receiving a call from a caller needing emergency assistance, complete the following steps:

1. Refer or transfer the caller immediately to 911 or an appropriate local emergency ambulance service. After a successful connection to the 911 or an appropriate local emergency service, update the Rider's note in LogistiCAD with all pertinent information relating to the call.
2. Inform your supervisor of the call. The designated staff will follow up with member and/or caseworker.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

HIPAA Confidentiality

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To set forth the duties of the HIPAA Compliance Officer and to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) guidelines effective as of April 21, 2003 and as amended by the HITECH act on February 17, 2009, a HIPAA Compliance Officer Policy has been established.	**CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** N/A

BUSINESS PRACTICE

Our customers and transportation Members entrust Modivcare to safeguard the confidentiality, integrity and availability of protected health information that we create, receive, maintain or transmit. Modivcare requires adherence to this law by our subcontractors. To manage transportation for our clients we routinely receive information about Members that may be protected under HIPAA and other confidentiality laws. We adhere to a corporate culture that requires strict adherence to the confidentiality of protected health information. The HIPAA Compliance Officer is responsible for implementing and enforcing our corporate HIPAA Confidentiality policy.

PROCEDURE

1. The HIPAA Compliance Officer is responsible for monitoring changes to the HIPAA statutes and regulations and proposing updates to the corporate HIPAA policy, employee HIPAA training, corporate contracts, and transportation provider Business Associate Agreements necessary to comply with these changes.
2. When the HIPAA Compliance Officer is advised by the IT Department of changes to security technology or processes, the HIPAA Compliance Officer will be responsible for updating the corporate HIPAA policy, employee HIPAA training, corporate contracts, and transportation provider Business Associate Agreements as necessary to reflect the changes.
3. The HIPAA Compliance Officer is responsible for creating and distributing quarterly HIPAA updates to continually educate employees on HIPAA requirements. This should include developing, maintaining, and ensuring compliance with Medicaid confidentiality procedures/policies requirements within the call line department and daily disposal of HIPAA information on paper.
4. The HIPAA policy requires all employees to promptly report any actual or potential violation of the HIPAA policy, any actual or potential breach of Protected Health Information, or any actual or potential security incident to the HIPAA Compliance Officer. The HIPAA Compliance Officer shall be responsible for evaluating if an alleged violation of the HIPAA statute and its regulations has occurred and reporting such violations to the appropriate client as required by our Business Associate Agreement with that client.
5. The HIPAA Compliance Officer shall maintain a log of any reports made pursuant to paragraph 4 above and will document the outcome of any investigation into the report, including whether a report was made to a client.
6. The HIPAA Compliance Officer and the applicable Vice President will be responsible for determining appropriate discipline for violations of the HIPAA policy and the HIPAA guidelines by Company employees as set forth in the HIPAA policy.

7. The HIPAA Compliance Officer in conjunction with the IT Security Officer, Human Resources, Legal, and IT will review the HIPAA policy annually and update it as necessary.

8. The HIPAA Compliance Officer in conjunction with the Legal Department will review all requests for PHI and will determine whether the HIPAA regulations and the applicable client Business Associate Agreement authorize the release of PHI in response to the request.

9. The HIPAA Compliance Officer in conjunction with the Legal Department will review and approve all proposed Business Associate Agreements before they are signed by an officer of the Company.

10. The name and contact information of the HIPAA Compliance Officer will be distributed to all employees through the HIPAA Policy and employee training, the Employee Manual, the employee web portal, and postings in each operation to facilitate employees' ability to make reports as set forth in paragraph 4 above.

11. The HIPAA Compliance Officer will be responsible for such other duties as may be required for the Company to comply with the HIPAA statute and regulations and client Business Associate Agreements not otherwise listed herein.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Voiance Language Services	
BUSINESS PRACTICES	
PURPOSE **To assist members and Modivcare employees who may need to utilize a translation service to communicate their transportation requests.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Sections XI, B6 and C, SOW A.7

BUSINESS PRACTICE

Modivcare uses a third party interpreter service to provide multi-language access to members and employees so that they can effectively communicate with Members that need Non-Emergency Medical Transportation. As most call centers have Spanish bi-lingual employees, it is recommended to utilize those resources first for Spanish-speaking members. Modivcare should ensure that telephone translation services are accessible via the toll-free number and service providers, members, or facilities shall be involved in three-way conversation with the language line without having to make an additional call. This applies to all non-English speaking callers and is not limited to prevalent languages, such as Spanish. Additionally, they shall have the capacity and sufficiently trained staff available to utilize the West Virginia Relay Service for the Deaf and Hard-of-Hearing. Voiance Language service is available 7 days a week, 24-hours a day, and 365 days a year at no cost to the caller.

PROCEDURE

The following is the process to use when you receive a call that requires you to use Voiance Language Services:

1. Ask the caller what language they are speaking.
2. Use CONFERENCE HOLD to place the non-English speaker on hold.
3. Dial 9, then 211.
    a. If 211 does not work, then dial 9 then 1 (866) 745 -5010
4. Enter your pin (Contract Number) (Contract Number = the last 3 digits on your telephone display
5. Enter your 8 digit Agent ID: Example: 6667yyyy (XXXX Site Code; yyyy generally last 4 digits of employee ID number)
6. Press the appropriate number for the type of language services needed:
    a. For Spanish, Press 1
    b. For Russian, Press 2
    c. For Mandarin, Press 3
    d. For Cantonese, press 4
    e. For Arabic, Press 5
    f. Or Press 0 for Customer Service

7. The interpreter will give you their ID number.
8. Enter the interpreter ID number and name in a Trip notes
9. Brief the Interpreter. Summarize what you wish to accomplish and give any special instructions.
10. Add the non-English speaker to the line
11. Allow the interpreter to greet you and the customer.
12. Proceed by speaking directly to the member in the first person.
13. Speak directly to your customer in the first person.
14. Use short but complete phrases.
15. Be patient, the interpreter may need to ask for repetitions
16. Allow the interpreter to clarify linguistic and cultural issues.

NOTE: When placing a call to a non-English speaking member, call the member and begin at Step 3

If you need assistance placing a call to a non-English speaking member, contact Voiance Language Services and inform the coordinator at the beginning of the call or press '0' to transfer to a representative at the beginning of the call.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

TTY Access

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To ensure that Modivcare is in compliance with the Americans with Disabilities Act (ADA) and employees understand how we provide TTY access to a member.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section XI, B5 SOW A.5

BUSINESS PRACTICE

Modivcare provides a National TTY line number, **1-866-288-3133**, which is answered in the Norton, Virginia contact center. A text telephone (TTY) allows a deaf, hard-of-hearing or speech-disabled person to make a telephone call. The TTY is a telephone that looks like a typewriter with a text screen. The TTY is connected to the telephone line in the users home or business. Once the telephone connection is made the TTY user types his message to the called party and the words appear on the TTY screen. The called party responds to the caller by typing on his TTY. All conversation is printed on the screen. Instead of listening to what the other person on the phone call says deaf, hard-of-hearing or speech disabled people reads what the person said.

PROCEDURE

1. When a member calls the TTY toll free number, the state the member is calling from will be identified by Caller ID on the Virginia (VA) Customer Service Representative's (CSR) phone display.
2. The Virginia CSR will type to the member "You have reached the Modivcare TTY line - one moment please while I connect you to a service representative in your state."
3. The CSR in Virginia will dial the reservation toll-free number for the state that the member is calling from.
4. When the appropriate state's CSR answers, the Virginia CSR will identify themselves to the CSR and inform them that they have a TTY caller needing to schedule a reservation or other assistance and that they will be relaying information between the member and the CSR. The CSR from the designated state should speak as if they are talking directly to the member.
5. The Virginia CSR will inform the TTY caller that they have (name of CSR) on the line to assist with their call.
6. The Virginia CSR will relay the conversation between the member and the designated state CSR through completion of the call. They will type everything the CSR says and will voice everything that the TTY user types.
7. The role of the Virginia CSR is to serve as a "Relay Operator." CSRs in the designated state must:
   - Use the phrase "go ahead" when you are finished speaking each time.
   - Speak as if you are talking directly to the TTY user
   - Please be patient as a TTY call may require more time than a non-TTY call.
8. If you or another staff member will need to call the member back regarding the reservation request, you will need to confirm with the Virginia CSR how the member can be reached.

9. Enter the information in a Trip note.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Call Recording Plan

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To outline the process for identifying, tracking, and implementing jurisdictional notice and consent requirements in all operations centers.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section XI, H6

BUSINESS PRACTICE

Modivcare legal staff conducts initial reviews of all applicable state and federal law governing the monitoring and/or recording of telephone communications for each jurisdiction in which we do business. Annual reviews are performed to identify changes or amendment to the applicable laws. Establishment of initial call recording policies and procedures, or subsequent changes thereto, are to be reviewed by legal staff and communicated to operations centers by means of conference calls, emails, memos, policy development and/or training, as applicable. In West Virginia under the DHHR RFP requirements, 100% of incoming and outgoing calls to/from the NEMT Call Center will be recorded with the exception of the administrative lines.

PROCEDURE

The designated legal staff tracks, monitors and documents regulatory requirements for notice or consent to monitor or record phone calls. Regulatory and contractual changes that impact call recording are to be communicated to legal staff, IT/Telecom, Corporate Quality, and all applicable operations centers upon discovery. The designated staff will complete the following activities:

1. Conduct reviews of applicable state and local laws prior to conducting business in a new jurisdiction and implement operational protocols for call recording in compliance with applicable law.
2. Conduct an annual review of applicable state and federal laws to identify and align with changes to applicable regulatory requirements.
3. Review contracts as necessary to determine call recording requirements.

PLAN

If required by local, state, or federal law:

1. Incoming customer service, facility service, and provider service lines will be programed to include an automatic announcement: "Calls are monitored or recorded for customer service, and by continuing this call and speaking to a representative you consent to the monitoring or recording of your call."
    a. If consent is given, the representative will continue the call.
    b. If consent is refused, the representative will inform the party that the call must be terminated and:
        - Provide (or request) an applicable email address, fax number, website address, or alternative non-recorded phone number (if available and allowed under the applicable client contract) as options to transact necessary business in lieu of continuing with a recorded phone call.
2. Outgoing customer service, facility service, and provider service calls will include one or both of the

following options, as applicable:

a. Monitored or recorded outgoing calls will be programed to include a background tonal beep to indicate the call is being recorded that will repeat every fifteen seconds (or such other interval as required by state or local law).

b. Staff representatives that make outgoing calls on a monitored or recorded line will include a verbal announcement as part of a scripted greeting: "This call is being be monitored or recorded for customer service. Do I have your consent to proceed with the call?"

i. If consent is given, the representative will continue the call.

ii. If consent is refused, the representative will inform the party that the call must be terminated and:

- Provide (or request) an applicable email address, fax number, website address, or alternative non-recorded phone number (if available and allowed under the applicable client contract) as options to transact necessary business in lieu of continuing with a recorded phone call.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Staff Quality Monitoring Program	
BUSINESS PRACTICES	
PURPOSE **To monitor calls to identify problems, issues, for quality control and/or training purposes.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section XI, F

BUSINESS PRACTICE

Modivcare is committed to ensure its staff is well trained in the content of the resulting contract with WV DHHR. We ensure our staff is responsive, helpful, courteous and accurate when responding to inquiries, and maintains member confidentiality. Modivcare is responsible for the outcomes of the Quality Assurance Program and staff training to maintain the highest level of quality. Modivcare is also responsible for monthly reports on the outcomes of the responses and caller satisfaction.

PROCEDURE

Reservations Monitoring Plan

Data Entry Accuracy Monitoring Plan:

- Each employee will have four (4) trip audits completed per month not including trips that are reviewed during quality call monitors.
- Employees that need improvement will receive an additional five (5) audits per month. Employees that continue to need improvement will be placed on a thirty (30) day Performance Improvement Plan (PIP).
  - Employees will receive a side-by-side monitoring with a Job Coach at the beginning of the PIP timeframe t gauge current performance.
  - Job Coach will determine areas needed for improvement.
  - Employees will receive a side-by-side with a Job Coach at the PIP completion date to determine level of improvement and if further action is required.

Call Monitoring Plan:

- Each employee will have four (4) recorded and two (2) live calls monitored per month.
  - Call monitors will be reviewed with the staff member.
- Employees that need improvement will receive an additional two (2) live monitors per month. Employees that continue to need improvement will be placed on a 30 day Performance Improvement Plan (PIP).
  - Employees will receive four (4) side-by-side coaching sessions with a Job Coach at the beginning of the PIP timeframe to gauge current performance.
  - Job Coach will determine areas needed for improvement.
  - Employees will receive four (4) side-by-side coaching sessions with a Job Coach at the completion of

the PIP timeframe to determine level of improvement and if further action is required.

Ride Assist Monitoring Plan

- Call Monitoring Plan:
  - Each employee will have a minimum of four (4) recorded and two (2) live call monitors monthly.
    - Calls will be reviewed by the Ride Assist and Training Supervisor to identify coaching and training opportunities. Once the call has been reviewed by both, the employee will receive the results and feedback.
    - This will be completed by the 15th of each month for the previous month.
  - If the employee's average score does not meet the 95% threshold, additional monitors will be completed.
    - If improvement is not seen within 30 days, the employee will be placed on a Performance Improvement Plan (PIP) and additional monitors and side-by-side coaching sessions will take place.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Transporting Minors	
BUSINESS PRACTICES	
PURPOSE To provide guidelines when scheduling transportation of minors under the Non-Emergency Medical Transportation (NEMT) program.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C12

BUSINESS PRACTICE

Parent, Guardian, or other Authorized Adult must accompany a child under the age of 16 unless the child is an emancipated minor.

A child between 16-18 years old may travel unaccompanied with written consent from the parent or guardian, or to attend a family planning appointment or an appointment for another service where parental consent or notification is not required.

Modivcare may not charge for transport of an escort when the services of the escort are required for a minor child or when the services of the escort are determined to be medically necessary. NEMT services may not be authorized for minor children unless a parent (regardless of the parent's age) or legally responsible individual (LRI) accompanies the child.

PROCEDURE

- Enter trip into LogistiCAD. Place a '1' in the Adult field after you identify that an escort eighteen (18) years of age or older will be traveling with the member.
- If no one is available to travel with a minor and the exceptions listed above are not met, the trip is denied for lack of an escort. The CSR must enter a Rider Note stating the details of the denial.
- If no one is available to ride with a minor and there is a Rider Note stating Consent and Release of Liability form is on file for the minor, enter the trip as normal into LogistiCAD and enter Hand-to-Hand services in the "TP Comments".
- If no one is available to ride with a minor and there is no Rider Note stating a Consent and Release of Liability form is on file for the minor, the CSR will inform the caller that one is needed. The CSR will ask if the caller would like the Consent and Release of Liability form mailed or faxed. The caller will be advised that Modivcare cannot arrange transportation for the minor without an escort without the Consent and Release of Liability form and will deny the trip for lack of a Consent and Release of Liability form. The CSR will enter a Rider Note stating the details of the denial.

Assistance: Please see your supervisor for assistance.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Consent and Release of Liability (BMS approved text)

1. I, _____residing at_____ (address) hereby affirm that I am the legal guardian of (name of minor) _____.
2. _____ (name of minor) is_____years old. His/her birth date is _____.
3. I consent to _____ (name of minor) riding with any transportation provider under contract with Modivcare, in connection with his/her transportation for non-emergency medical services.
4. By giving this consent and release of liability, I hereby represent that _____(name of minor) is fully capable of being transported without an adult escort, will not be disruptive, will follow all rules communicated by the driver, and does not need an escort to provide emotional or any other type of support.
5. I understand that if any of the factors set forth in paragraph 4, above, cease to apply, then Modivcare will no longer transport the minor without an escort.
6. I agree to inform Modivcare within 48 hours if for any reason I am no longer the legal guardian of _____ (name of minor) and to inform Modivcare of the name and address of the new legal guardian.

_____ _____

SIGNATURE OF GUARDIAN DATE

_____

PRINTED NAME OF GUARDIAN

_____

NAME OF MINOR FOR WHOM CONSENT APPLIES

FOR INTERNAL USE:

DATE RECEIVED BY Modivcare	**Modivcare STAFF MEMBER**

Prior Authorizations	
BUSINESS PRACTICES	
PURPOSE	**NEXT REVIEW DATE:** 08/01/2026
	CONTRACT NAME: West Virginia DHHR BMS
To validate that the service requested is medically necessary and meets DHHR criteria for Non-Emergency Medical Transportation.	**BUSINESS TYPE:** Common
	SOW/CONTRACT REFERENCE: RFP Section I, A-Par 2 & Section IV, A-Par 2 RFP Appendix 1, Section A2, Section VB

BUSINESS PRACTICE

Prior authorization is specific to an individual, a provider, a service code, an established quantity of units, and for specific dates of service. Prior authorization is performed by DHHR or by a contracted entity.

BMS requires a prior authorization for the following types of transportation service requests:

- Out of Network Service
- Out of State Transportation
- Commercial Air

PROCEDURE

When a request is made for a service that requires a Prior authorization number (listed above), the following actions must be taken:

1. The CSR will:
   - Enter trip into LogistiCAD and leave the trip unassigned in the TP field.
   - Inform the requestor a Prior authorization number must be obtained and on file with Modivcare
   - Assign the requested reservation to the VA Pre Auth folder
2. A Utilization Review (UR) Specialist will:
   - Review all trips listed in the
   - Research WV MMIS to see if a Prior authorization is on file with DHHR
     - If the Prior authorization is on file, the UR Specialist will:
       - Document the Prior authorization number and service dates in the Rider Notes section of LogistiCAD
       - Remove the transportation request from the to the Assignment Editor so the transportation department can dispatch the trip
     - If the Prior authorization is not on file, the UR Specialist will:
       - Call the service provider to collect information regarding the Prior authorization
       - If the service provider has not requested a Prior authorization, the UR Specialist educates the

service provider on the requirement and informs the service provider transportation cannot be arranged until the Prior authorization number is delivered to fax (855-882-5998)

- The UR Specialist will deny the transportation request in LogistiCAD and note the reason for the denial in the Trip Notes
- The UR Specialist will then contact the original requestor and inform him/her of the denial

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Appointment Reminder System

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To outline the steps for implementing automated calls to remind members of upcoming transportation reservations.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section I, C

BUSINESS PRACTICE

The appointment reminder system (ARS) is available to operations requiring a solution to reduce "Rider No-Shows" and otherwise improve Transportation Provider efficiency. The ARS will remind members of their upcoming transportation reservations.

- In order to implement the ARS, the local operation must provide certain preliminary information to Modivcare's Telecom and Programming Divisions for its specific market/contract.
- The regional SVP must approve all ARS requests. Upon receiving SVP approval, the General Manager must submit an IT service request to commence the process.

PROCEDURE

The following procedure outlines the process of initiating a new appointment reminder campaign for a specified Modivcare contract.

1. Submit the following preliminary information to the Telecom Department:
    a. Call Volume – number of reminder calls per day.
    b. Exclusions – any type of trip, such as a standing orders or mass transit, or group of members to remove from the call campaign.
    c. Call Time – the scheduled time for the appointment reminder calls to be placed.
    d. Script – the actual campaign message recording.
    e. Contractual Mandates –requirements outlined within the contractual agreement.
2. Modivcare's Telecom Department will launch the campaign on the mutually agreed date. Each campaign's call results will be monitored for the first week by Modivcare's Telecom Department in order to identify any necessary programming changes.
3. Reporting – Modivcare's management team can review daily results by generating the Appointment Reminder Call System History Report within LogistiCAD. The report includes the following information:
    a. Member Name and Member ID
    b. Trip Date
    c. Pick-up Time

d. Phone Number

e. First Call Attempt

f. Last Call Attempt

g. Message

h. Call Result

   i. Call Completed

   ii. Call Failed

   iii. Call Pending

i. Call Tries Duration

j. Transportation Provider Assigned

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Reimbursement for Travel Expenses

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To ensure lodging, meals, parking, transportation costs, and other incidentals are authorized and provided to members, and an escort/attendant when required (who may be a family member), when medical necessity or distance from a member's home justifies an overnight or extended stay. To ensure all requests for out-of-state meals and lodging are evaluated and pre-approved by Modivcare.	**CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section 1, D9 and SOW C6

BUSINESS PRACTICE

Requests for reimbursement of allowable travel expenses will be received through the Utilization Review Department (URD). The completed Request for Travel Expenses Reimbursement (R-TER) form (see attached) may also be faxed to the URD 844-889-1941. The URD will complete and review the R-TER form, using the information provided by the member, legal guardian, member's case manager, or social worker. The URD will review and verify all information. The review will include:

- Validate and verify all information provided on the R-TER
- Coordination with Case Managers, Social Workers, etc., if necessary
- Coordination with Modivcare Corporate Office, if necessary
- Coordination with BMS, if necessary
- Approval from Director of Operations, or designee

The URD will contact the member after the review has been completed. The member will be notified, by telephone, of the decision and arrangements, if necessary.

The URD will properly document the results of the review in the Modivcare computer system.

The member must keep itemized receipts and accurate records of all expenses to ensure correct reporting and reimbursement. Each day's expenses must be shown separately on Meals and Lodging Reimbursement Log and Invoice (see attached). Receipts must be attached to the corresponding Meals and Lodging Reimbursement Log and Invoice.

All receipts should be submitted to Modivcare's Utilization Review Specialist and/or the Facility Manager for reimbursement:

Modivcare Solutions LLC
ATTN: Utilization Review
602 Virginia Street E
Charleston, WV 25301

Expenses that may be incurred, but will not be reimbursed by Modivcare are as follows, but not limited to:

- Lost or stolen articles
- Alcoholic beverages
- Damage to personal vehicles, clothing, or other items
- Services to gain entry to a locked vehicle
- Movies charged to hotel bills
- All expenses related to the personal negligence of the member/legal guardian, such as fines
- Entertainment expenses
- Towing charges, and
- Telephone calls

Lodging

Lodging may be reimbursed for eligible members when overnight stays are required to attend a Medicaid-covered service. Modivcare may issue lodging reimbursement only for the member and one attendant/escort/parent/guardian, if the member is under age 18. Lodging expenses vary with the travel destination, but all expenditures must be reasonable and necessary. The Utilization Review Department will work with the member and select lodging in the economy class, a method to use discounted lodging and meal services that might be offered through the medical provider or charitable organizations, such as Ronald McDonald House, or at the hospital-contracted rate. All lodging expenditures must be approved by the Modivcare Utilization Review Manager.

The member must submit an itemized receipt for lodging. Reimbursement for lodging is limited to actual expenses incurred, plus hotel taxes and surcharges.

Receipts for lodging expenditures must be submitted within ninety (90) days from the last date of the Medicaid – covered service.

If the eligible member cannot afford to incur the lodging expense, Modivcare may coordinate lodging via direct pay through the Modivcare Corporate Office.

Since hotels can charge for non-canceled reservations, these charges will not be reimbursed if the member is negligent in canceling reservations.

Extended Stay Lodging

There may be occasions in which the eligible member may be required to request lodging assistance for an extended amount of time, i.e., transplant patients, etc... In this situation, the URD will contact the member's case manager and/or social worker to assist in coordination of lodging, utilizing apartments or hotel/motel with efficiency units.

Every effort will be made to select lodging in the economy class, preferably at the hospital-contracted rate or using discounted lodging and meal services that might be offered through the medical provider or charitable organization, such as Ronald McDonald House. Reimbursement for extended stay lodging may be arranged only for the eligible member and one escort/attendant/parent/guardian, if the member is under age 18. When lodging other than hotels and motels are used, i.e., apartments, a comparison statement must be submitted to the Director of Operations for approval.

All other guidelines in this policy apply to extended-stay lodging.

Meals

Meal expenses may be reimbursed to eligible members when overnight stays are required to attend a Medicaid-covered service. Modivcare may issue reimbursement only for the eligible member and one escort/attendant/parent/guardian. Meal-related expenditures must be reasonable, and Modivcare will only reimburse up to twenty-five dollars

($25) per day per person (the member and one escort/attendant/parent/guardian if the member is under age eighteen). The member must submit itemized receipts to ensure correct reporting and reimbursement. Each day's expenses must be shown separately on a daily reimbursement log. Receipts must be attached to the corresponding daily reimbursement log and submitted to the Modivcare Utilization Manager at:

Modivcare
ATTN: Utilization Review
602 Virginia Street E
6th Floor
Charleston, WV 25301

Receipts for meal expenditures must be submitted within ninety days from the last date of the Medicaid-covered service.

Tolls and Parking

Reimbursement may be made for expenditures the eligible member incurred related to toll and parking fees. Modivcare will reimburse toll and parking fees for the eligible member and one escort/attendant/parent/guardian (if the member is under age 18). The parking and toll expenditures should be reasonable and necessary. All parking and toll fees are subject to approval by the Modivcare Utilization Review Manager.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Request for Travel Expense Reimbursement (R-TER)

Date of Request: _____ Appointment Date(s)_____

Member Medicaid Number:_____

Name of Member:_____

Member Address:_____

Contact Phone Number:_____

Name of Parent/Guardian (if Member is under age 18):_____

Relationship of Above to the Member:_____

Name, complete address and phone number of treatment location (drop-off location):

_____

_____

_____

Specific Appointment Reason:_____

The Estimated Length of Stay:_____

Type of Requested Reimbursement: Lodging Meals Tolls Parking

NEMT Scheduling Notice and Routing	
BUSINESS PRACTICES	
PURPOSE To outline procedures and deadlines for requesting NEMT services, including how many days in advance the member must make a request, when the trip will be routed to a NEMT provider and how long the NEMT provider has to accept or reject the trip.	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section 1, B

BUSINESS PRACTICE

A member is required to provide a five (5) day notice when scheduling routine transportation. The five (5) day notice allows for more effective routing by Modivcare, more efficient route creation by the providers, and decreased NVA potential for weekend re-routed trips.

While a five (5) day notice is required for routine transportation, there are always exceptions to this rule. Modivcare also accommodates what are referred to as "Urgent (same day)", "Next Day", and "Two+ Day" trips depending on the need of the member or direction from their physician. These trips are prioritized in LogistiCAD, and the transportation department has one or more routers that are specifically assigned to managing this trip volume.

After the reservation is entered by the CSR:

- The reservation is routed to the providers by the transportation department
- The transportation department has routers that are dedicated to assigning trips to the appropriate NEMT provider, based primarily on pick up area and LOS.
- The router's goal is to assign all trips in order of priority:
  - member's appointment day
  - member's appointment time
  - member's level of service

Depending on overall trip volume, routers have trips assigned up to thirty days in advance. Modivcare's NEMT network has the ability to either receive trips via automated fax or the internet. Any trip assigned to a transportation provider with less than two days of notice must be verbally confirmed with the provider.

If after reviewing their trip volume a transportation provider finds they will not be able to accommodate a trip, they must re-route the trip at a minimum of 24 hours prior to the pick-up time. As with trip assignment, providers have the ability to either re-route to Modivcare via fax or the internet.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Trip Assignment Methodology	
BUSINESS PRACTICES	
PURPOSE **To establish guidelines for trip assignment to the NEMT providers throughout the state of West Virginia.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section 1, D8

BUSINESS PRACTICE

Modivcare establishes contract agreements with NEMT providers throughout the state of West Virginia that will enable proper coverage for the Medicaid membership in all counties for all levels of service and needs.

Once a member or their caretaker makes a reservation, the contact center will enter all pertinent information into LogistiCAD which in turn generates a trip number. At that point, the trip generates in the transportation department dispatch screen. Routers in the transportation department then determine which NEMT provider should be assigned the trip. That determination is based on a number of items including the following criteria:

- Location of the member
- Level of Service needed for the member
- Any special needs for the member
- Member or Facility request
- Length of trip
- Transportation Providers servicing the same facility (if a Standing Order trip)
- Quality service of the Transportation Provider
- Cost effectiveness of the Transportation Provider

Once these factors are taken into account, the trip is assigned to a Transportation Provider. The trip will be faxed or downloaded to the Provider, depending on when the reservation is made, and verbally confirmed if necessary.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Assign and Schedule Trips on a Per-Trip or Recurring Basis

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To establish guidelines to assign and schedule trips on a per-trip or recurring basis (standing order) with the most appropriate NEMT provider, to ensure that quality transportation is provided, and is consistent with the transportation needs of the member.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section 1, D8

BUSINESS PRACTICE

Once a facility makes a recurring reservation (standing order) request, the Utilization Review Department (URD) will enter all pertinent information into LogistiCAD which in turn propagates new reservations according to the member's reoccurring appointment schedule. Each day a new reservation is propagated, LogistiCAD will generate a new trip number. Once the reoccurring reservation request has been entered into LogistiCAD, the new trip request automatically displays in the transportation department dispatch window. Routers in the transportation department are notified the trip is a reoccurring trip. Routers will then determine which NEMT provider should be assigned the reoccurring trip. That determination is based on a number of items including the following criteria:

- Location of the member
- Level of Service needed for the member
- Any special needs for the member
- Escort/Attendant need
- Member or Facility request
- Length of trip
- Transportation Providers servicing the same facility
- Quality service of the Transportation Provider
- Cost effectiveness of the Transportation Provider

Once these factors are taken into account, the Router contacts the NEMT provider to verbally confirm the NEMT provider can accommodate the recurring trips. Once the Router receives confirmation that the NEMT provider can accommodate the request, the recurring trips are permanently assigned to the NEMT provider. The trips will propagate and will be faxed or downloaded by the Provider.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Adverse Impacts on Members, Facilities and Other Service Providers

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To ensure that member transportation is delivered safely, reliably, on-time, and that the appropriate levels of service are provided to avoid adverse impacts on members, facilities, and other stakeholders. The level of service shall match the member's need. The vehicle type shall match the level of service required to meet the individual needs of transported members. Vehicle type shall be upgraded as required if members' needs change. Downgrading of assigned vehicles and/or level of service is prohibited, unless approved in advance by DHHR.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section X, A11

BUSINESS PRACTICE

Modivcare's transportation department staff assigns trips in a manner to ensure the member is provided both the appropriate mode of transportation and the appropriate assistance level of transportation.

Modivcare's transportation department staff works with the Contact Center and the Utilization Review Department to examine the requests and verify the need with the member, facility and/or other service providers. The definition for door-to-door, hand-to-hand and curb-to-curb are listed below.

1. **Door-to-Door** - transportation provided to Medicaid members with disabilities that need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the member from the door of the vehicle and assist the passenger in entering the vehicle. The driver assists the member throughout the trip and to the door of the destination. Drivers do not enter a residence.
2. **Hand-to-Hand** - transporting of a member with disabilities from an individual at the pick-up point to a facility staff member, family member or other responsible party at the destination.
3. **Curb-to-Curb** - transportation provided to members who need little if any assistance between the vehicle and the door of the pick-up point or destination. The driver provides assistance according to the member's needs, but assistance does not include the lifting of any member. The driver remains at or near the vehicle and does not enter any building.

Prior to trip assignment(s) every transportation provider has been oriented, trained and is required to comply with all terms of their Transportation Agreement with Modivcare. The Regional Managers are responsible to:

- Ensure proper driver training and vehicle inspections are up to date
- Ensure proper driver and vehicle safety requirements are enforced
- Ensure providers are not assigned more transportation requests than their operations can execute successfully
- Review provider report card with providers

- Ensure providers review transportation complaints and reply accordingly to Modivcare
- Assess liquidated damages to non-compliant providers
- Issue a performance improvement plan to providers who do not meet contractual requirements
- Terminate providers who fail to show improvement after being placed on a performance improvement plan

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Schedule Trips So Average Wait Time for Pick-Up For A Leg Does Not Exceed Fifteen Minutes

BUSINESS PRACTICES

PURPOSE

Ensure that trips are scheduled so that the average wait time for pick-up for A leg does not exceed fifteen (15) minutes. Modivcare shall ensure that members arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return trip if the covered service follows a reliable schedule (e.g., dialysis, medical appointments, day support, supported employment, adult day health care, etc.) The pre-arranged times cannot be changed by the assigned NEMT provider, driver, facility, or other service provider without prior permission from Modivcare.

NEXT REVIEW DATE: 08/01/2026

CONTRACT NAME:
West Virginia DHHR BMS

BUSINESS TYPE:
Common

SOW/CONTRACT REFERENCE:
RFP Section, D1

BUSINESS PRACTICE

Modivcare's proprietary software, LogistiCAD, contains an algorithm that determines the appropriate pick-up time based on distance, member's level of service, and scheduled appointment time in West Virginia. We have extensive experience in meeting the pickup time requirements by DHHR. These standards are clearly outlined in our Transportation Agreement with each of our DHHR network providers, and the standards are backed up by provider performance oversight and liquidated damage provisions. Currently, the actual pick-up and drop-off times are entered into the LogistiCAD system from driver logs submitted during the billing process and on-time performance reports are generated for each network provider. Modivcare takes the following steps so that members are picked up promptly for scheduled appointments:

- Ensure that the information provided by the member at the time of the reservation call is accurate and complete.
- Confirm the transportation providers scheduled arrival time to the members.
- Inform the members, caregivers, and treatment facilities when delays occur while aggressively working to identify an alternate transportation resource to meet scheduled pickup and appointment times.
- Route trips to providers based on service area, hours of operation, and level of service. This allows the transportation providers to multi load their vehicles for efficiency.
- Require drivers to have a cell phone or two-way radio in the vehicle. Transportation companies are trained on the requirement to inform Modivcare of a delay or inability to transport a scheduled member.
- Deploy field monitors in the field to confirm on-time performance and compliance with vehicle and driver requirements. Field monitors also identify challenges the transportation provider or treatment facility face that could be factors in transportation delays.
- Deploy Outreach Managers in the field to provide education to healthcare professionals, dialysis facilities, community service boards, day support sites, case managers, social workers, and participants to outline and educate on the transportation benefit and expectations.
- Contract with multiple providers in all our service areas to allow for sufficient backup capacity and competition. We also correlate trip volumes to performance ratings as a way to create incentives for better

performance.

- Mandate NEMT providers to contact Modivcare whenever they realize a vehicle is running late, for whatever reason. At that time, the Modivcare Assistant Transportation Coordinator (ATC) will call the participant, caretaker, and facility to convey information regarding the nature of the issue.

This awareness of the overall system status and performance enables Modivcare to take a proactive approach to service and quality issues. The key here is communicating and keeping all parties abreast of the situation.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Last Minute Trip Requests (Urgent Appointments)	
BUSINESS PRACTICES	
PURPOSE **To ensure Modivcare is complying with contract standards when processing transportation requests that are made with less than the required notice.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW A2, C2 RFP Section 1, B

BUSINESS PRACTICE

Modivcare will screen reservation requests to determine transportation is to a covered medical service and the request is made within applicable contracted timelines. If a trip request is received with less than the applicable notice requirement, staff will verify if the appointment is for urgent care and will process the reservation appropriately. Generally, urgent care appointments include:

- Hospital discharges
- Follow-up appointments
- Pre-operative appointments
- Admissions to nursing homes or hospitals
- Out-patient surgery
- Appointments for new medical conditions where the member must be seen immediately
- Dialysis-related appointments

1. If a CSR receives a trip request that is made with less than the applicable contracted notice requirement, the CSR will schedule the reservation accordingly and assign the TP Provider Field as Urgent Same Day or Urgent Next Day so the Dispatcher can confirm that the appointment is for urgent care.
2. While entering the trip information in LogistiCAD, the caller should be informed of the applicable notice requirement and the CSR should ask if the appointment is for urgent care.
3. If the appointment is a referral to the trip location, it is very important that the CSR get the referring doctor's name, health care facility or doctor's office address and direct phone number and enter this information in a Trip note.
4. The CSR should confirm a phone number at which the caller can be reached once the appointment is confirmed urgent.
5. The Dispatcher should verify the appointment as urgent care with the applicable doctor or health care facility.
6. If the trip is confirmed for urgent care, the Dispatcher should remove the assignment of Urgent Same Day or Urgent Next Day from the TP Provider Field and leave blank for the transportation department to secure transportation.
7. The Member or Caller should be notified by phone and the trip should be assigned.
8. A Trip note should be entered identifying by name the person at the health care facility who confirmed the appointment as urgent.
9. If the appointment is not confirmed as urgent, the Dispatcher should contact and notify the Member or

Caller and the reservation should be denied per the operation's applicable process.

10. A Trip note should be entered identifying by name the person at the health care facility who stated the appointment was not urgent care. The note should also reflect that the caller was notified and the trip was denied.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Schedule Changes

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
When a member requests a schedule change, Modivcare will contact the assigned Transportation Provider to confirm whether the change can be accommodated. If not, the trip will be rerouted to a Transportation Provider which can accommodate the change. For standing orders, Modivcare will notify the rider, caregiver, or residential facility – and, when applicable, the drop-off facility – of changes in the Transportation Provider. These changes will be documented in a "Trip Note".	**CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section I B

BUSINESS PRACTICE

If a CSR receives a scheduling change request with less than the contracted notice requirement, he/she will proceed as follows:

- Note the needed change in LogistiCAD.
- Verify if the reservation is assigned to a Transportation Provider.
- If already assigned, contact the Transportation Provider and ask if the change can be accommodated.
- If the change can be accommodated, enter a Trip Modification note documenting the change and the name and title of the Transportation Provider representative who accepted the change.
- If the change cannot be accommodated, cancel the current reservation and enter a new one leaving the "TP" field open.
- Once the new reservation is saved in LogistiCAD, inform the caller of:
  - the steps which have been taken;
  - the new reservation number; and,
  - advise a different Transportation Provider will have to be found and assigned.
- The Transportation Department will endeavor to locate another Transportation Provider for the client.
- Once a provider is located, the Transportation Department will contact the appropriate parties with updated information.

The Transportation Coordinator will enter a "Trip Note" containing the name and title of the representative of the Transportation Provider which has accepted the new reservation.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Unscheduled Pick-Ups & Designated Drop-off Destination

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To ensure timely pick-up of members following the completion of their appointments for "will-call" trips, when the time for the return trip cannot be scheduled in advance. Pick-up must occur within 60 minutes of Modivcare receiving notification that the member's appointment is completed. Modivcare shall ensure that the member is returned to their designated destination 100% of all trips.	**CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C2

BUSINESS PRACTICE

At the time of the request, the member's reservation details are entered into LogistiCAD. The CSR taking the reservation will repeat the information back to the member or their caretaker to ensure the proper pick-up, drop-off and return information is entered in LogistiCAD. All phone calls are recorded for Quality Assurance measures. LogistiCAD automatically determines the pick-up time for the member based on the appointment time, distance of the trip and members level of service. This ensures dispatching procedures are performed efficiently and members are transported as scheduled.

When a member does not have a pre-arranged return pick-up time, the member is instructed to call the Modivcare toll-free Ride Assist line. The ATC will pull up the member's trip number to verify which Transportation Provider has been assigned by the Transportation Department. The ATC will confirm the pick-up location with the member and then place the member on hold to call the appropriate Transportation Provider. The Transportation Provider will give an ETA which is relayed to the member. The Transportation Provider must pick the member up within sixty (60) minutes of being notified.

The Transportation Provider will have a trip manifest which they receive daily via fax or internet download. This manifest will show the member's pick-up information as well as designated destination that was called to Modivcare during the initial reservation. Any reservation that is made with less than 48 hours of the appointment time is sent to the Transportation Provider via fax or internet download, as well as verbally confirmed. This ensures the member is picked up, dropped off and returned to their designated destination in accordance with the initial reservation instructions.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Pharmacy Trips	
BUSINESS PRACTICES	
PURPOSE **Provide NEMT services to pick up prescriptions and refills at a pharmacy unless the drugs can be delivered or mailed. Normally, the prescription should be filled initially on the return trip from the medical appointment. NEMT providers' reimbursement shall reflect any extra mileage that a pharmacy stop requires and will be assigned as a separate (leg) trip.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW C8, Summary of Covered Services

BUSINESS PRACTICE

Modivcare may arrange pharmacy transportation trips based on the following customer contract requirements:

Contract	Pharmacy trip immediately following a doctor visit	Pharmacy round trip schedule request
West Virginia DHHR BMS	Yes	No

PROCEDURE

If the member has an existing scheduled doctor visit and needs to add a pharmacy request to the trip, such as modifications are covered service per the above contract requirements, complete the following steps:

1. Locate the existing trip and modify the trip with the Pharmacy Leg information.
2. Ask the member to make sure the doctor's office calls in the prescription (Rx) to the pharmacy so that the Rx will be waiting at the pharmacy when the member arrives.
3. Contact the transportation provider to notify them of the trip modification and system fax the new trip information to the transportation provider.

Enter a Trip Note stating the names of the individuals at the doctor's office and/or transportation provider's office with whom you spoke, detailing the conversation with such individuals.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Qualifying Standing Orders

BUSINESS PRACTICES

PURPOSE

To outline the guidelines for qualifying repetitive prescheduled trip reservations in LogistiCAD as standing orders. Standing orders must be defined as recurring or repetitive trips that occur one (1) or more days a week with the same pick-up point, destination and return. Members enrolled in home-and community based waivers who have standing orders must be scheduled with the same NEMT providers and drivers to expedite passenger loading and unloading. Similar accommodations should be provided to members who are physically frail, receiving dialysis or limited in their activities of daily living. Modivcare shall assure that standing order trips shall be assigned to permanent network providers.

NEXT REVIEW DATE: 08/01/2026

CONTRACT NAME:
West Virginia DHHR BMS

BUSINESS TYPE:
Common

SOW/CONTRACT REFERENCE:
RFP Section I, D8-b

BUSINESS PRACTICE

Modivcare requires that members needing transportation for on-going medical issues meet the basic guidelines for standing order reservations as indicated below.

- Any procedure exception must have specific approval by the General Manager.

Facilities are encouraged to use the facility services website at www.tripcare.Modivcare.com

In order to determine standing order eligibility, the member must satisfy the following:

Basic Criteria Guidelines:

1. Member must be eligible and covered by West Virginia Medicaid
2. Destination (treating facility) must be eligible and covered by the contracted scope of work for West Virginia Medicaid
3. Trip reservation requests 90 days or more in duration are considered Standing Orders. Criteria for standing orders are listed below:
    - Standing order trip request must be for one (1) day or more per week, same day(s) of week, same time(s) and more than 90 days in duration
    - The pick-up and drop-off address must be consistent for all reoccurring trips.
    - Transportation requests for standing orders 90 days or more must be for a treatment program that could be permanent or infinite in nature (only treatment plans that by nature do not improve to the point of discontinuing care). Below are examples of permanent or infinite:
        - Dialysis
        - Adult Daycare
        - MH Day Support/Care

- Substance Abuse
- Supported Employment

4. Trip reservations 89 days or less in duration are considered on demand trips. The criteria for on demand trips is listed below:

   » Trip requests that occur 89 days or less can be called in to the Reservation line.

   » Request can be for one (1) day per week for multiple weeks up to 89 days.

   » Appointment time, return times and days per week can vary.

   » Below is a list of reoccurring trip examples that can be called in to the Reservation line. These reservations can be scheduled during the initial call:

   - Radiation and other oncology treatment
   - Therapy Type appointments: Speech, Physical, Occupational
   - Doctor's visits including Allergy Shots and Cardiac Rehab programs
   - DHHR Service Authorizations (SA) up to number of units authorized in MMIS

5. The destination must be a valid treating facility entered in the LogistiCAD facility rolodex module with appropriate naming, address entry, and facility type designated.

Special Note:

Standing orders will not be permitted if the member's attendance drops below 66% unless approval is given by West Virginia's General Manager or SVP of Operations.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Recurring (Standing Orders) Provider Changes

BUSINESS PRACTICES

PURPOSE

Work with NEMT providers to develop regular routes for standing orders, serving the same members each day with regular driver assignments, intended to minimize unnecessary changes to driver assignments. The member's family and facility (e.g., dialysis center, day support program or adult day health care program) must be notified by Modivcare at least 24 hours in advance of any known changes in NEMT services. If changes in NEMT services are required with less than 24-hours advance notice, the member's family and facility must be notified by Modivcare as soon as possible. Any change in initial confirmed reservations must be communicated to all affected parties.

Work with NEMT providers to maintain consistent routes and pick-up/drop-off times once efficient routes have been established.

NEXT REVIEW DATE: 08/01/2026

CONTRACT NAME:
West Virginia DHHR BMS

BUSINESS TYPE:
Common

SOW/CONTRACT REFERENCE:
N/A

BUSINESS PRACTICE

Modivcare works with NEMT providers to maintain consistent routes to ensure timely pick-up/drop-off times. Modivcare requires NEMT providers to utilize the same driver each day for a member who has recurring trips (standing orders).

In the event of an unforeseen absence of a driver who is assigned to a member, the NEMT provider is required to contact Modivcare as soon as possible. Modivcare's staff will reach out to the member's family and facility to notify them of the change in the driver.

In the event a NEMT provider is unable to continue to transport a member who has a reoccurring (standing order) trip, the NEMT provider will submit a permanent reroute. Modivcare's Transportation Department will contact the NEMT provider to discuss the reason for the permanent reroute. The reason for the permanent reroute will be documented in the Presched Notes in LogistiCAD.

The Transportation Department will utilize its network to determine a new NEMT provider that will be able to accommodate the needs of the Member. Once a NEMT provider has been identified and Modivcare has received verbal confirmation that the new NEMT provider can accept the member's reoccurring trips, the Transportation Department will assign the NEMT provider to the reoccurring trips permanently. The Transportation Department will notify the member's family and facility as soon as possible of the new NEMT provider assigned.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Providers Who Do Not Arrive for Scheduled Trips

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
It is Modivcare's responsibility to ensure all members with scheduled reservations are transported on-time and within the requirements of the contractual obligations.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: N/A

BUSINESS PRACTICE

Provider No Shows-When a transportation company fails to arrive for the scheduled pick up, Ride Assist staff will contact the appointment location to determine if the member can still be seen. If the member cannot be seen, the staff member will assist in rescheduling the appointment. If the member's appointment is rescheduled to a different date the reservation policy of a five (5) day notice is waived. If the member can be seen, Ride Assist staff will identify and assign an alternate transportation company and communicate the adjusted reservation details to the member, caregiver and appointment location. The Ride Assist staff member will enter a Provider No Show complaint with the required documentation under the trip in which the assigned provider failed to arrive as scheduled.

Provider Re-Routes-When a transportation company sends back a trip on a re-route form with sufficient notice; the trip will be assigned to another provider who can accommodate the trip. If the trip is not re-routed with sufficient notice, the Transportation Department staff will work to recover the trip and communicate all changes to the member, caregiver and facility. If the trip cannot be recovered, the Transportation Department staff will assist the member with rescheduling the appointment.

Trip Recovery-Upon notification that service to a trip cannot be rendered, the Ride Assist or Transportation Department will cancel the existing trip selecting the cancellation code (NVA, Provider no show, late reroute, etc.. that best reflects the reason for the cancellation and enter the required documentation. A new urgent trip reservation will be entered and placed into dispatch. If the member's appointment is rescheduled to a different date the reservation policy of a five (5) day notice is waived. The Transportation Department will contact the member, caregiver and facility to inform them of the status of transportation. In addition, they will contact all appropriate companies who can meet the member's needs and verbally confirm and secure trip coverage with an alternate provider. This process may include contacting the appointment site to adjust an appointment time if needed. Once a recovering provider is assigned, the member, caregiver and facility will be notified.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Managing Member No Show

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To ensure members are educated on the proper process to cancel trips in advance and avoid transportation drivers from arriving to transport a member who is not available.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section XII, D

BUSINESS PRACTICE

When transportation drivers arrive to pick up a member and the member is not at the designated location, this is considered a member no show. The driver is required to notify Modivcare before leaving for their next pick up. Modivcare will attempt to contact the member to confirm the member no show.

The transportation provider will submit a no show complaint against the member. The Quality Assurance staff contacts the member and/or the responsible party to educate on the correct cancellation procedure of a NEMT trip.

To limit member no shows or missed appointments, we offer a number of options for confirming or modifying upcoming trips, including the following:

- An automated callback system reminds members of their scheduled trip 24 hours before their appointment time. The system offers members the opportunity to modify or cancel the trip.
- Through the IVR system, after entering the Trip ID or their Medicaid ID, members can listen to trip details and confirm, modify, or cancel their trip.
- Members can also use the online web portal or Trip Manager mobile app to confirm their trip details and make any modifications necessary.

Modivcare may impose transportation options and limits on Medicaid Members with excessive incidents (2 or more) of non-compliance. In the case of Members who are chronically late or absent for scheduled trips, Modivcare may require the member to call when the member is ready for pick-up. Neither Modivcare nor the NEMT provider may charge the member for no-shows.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

On-Time Arrival	
BUSINESS PRACTICES	
PURPOSE To determine when a NEMT provider is on-time	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section IV, B

BUSINESS PRACTICE

The NEMT provider is considered on-time if they arrive fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after the scheduled pick-up time of an A-leg (pick up window). "A-leg" trips are scheduled so that the wait time for pick-up does not exceed a fifteen (15) minute window on each side of the scheduled pick-up time. There is no pick up window for B-leg or any other leg of the trip. If the vehicle arrives within this thirty-minute span of time, the vehicle is on-time for the pick-up.

- The driver shall make his presence known to the member by phone or by going to the door.
- If the member is not present or not ready for pick-up during the pick-up window, the driver shall notify Modivcare for instructions.
- The NEMT provider can depart from the pick-up location if Modivcare is notified and Modivcare cannot reach the member. Modivcare may release the provider.
- If the NEMT provider elects to leave the member pick up location without Modivcare's approval, the provider will have to return to pick up the member at Modivcare's request.
- NEMT providers cannot change the assigned pick-up time without permission from both the member, or a representative thereof, and Modivcare.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Travel Time on Board	
BUSINESS PRACTICES	
PURPOSE **To establish guidelines for Transportation Providers managing the travel time for Medicaid members traveling on multi-load vehicles.**	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section IV—C

BUSINESS PRACTICE

Trips are assigned to Transportation Providers to maximize the capacity of multi-load vehicles. This increases the Transportation Provider's revenue per loaded mile, maximizes the use of the vehicle, and allows for flexibility in the trip assignment process while still ensuring reliable, safe, on-time transportation for the member.

- Routers will look at the pick-up and/or drop-off location of a member.
- Routers will send trips with the same or nearby pick-up and/or drop-off locations to the same Transportation Provider servicing that area.
- Routers will also consider a member or facility's request for a particular Transportation Provider to be used or not used.

When the Transportation Provider receives their manifest, they must do the following:

- Review to ensure they are capable of managing the trip volume that has been routed to them.
- Ensure that all trips they elect to perform will be serviced on-time.
- Any trips the Transportation Provider is unable to deliver must be re-routed to the Transportation Department a minimum of 24 hours before the initial pick-up time of the trip.

Ensure that any member who is in a multi-load vehicle does not remain in the vehicle for more than 45 minutes plus direct travel time for transport of the member.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Choice of Provider

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
Strive to maintain existing relationships between NEMT providers and members.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: RFP Section 1, D5

BUSINESS PRACTICE

In a brokerage system, members do not have freedom to choose transportation by a particular NEMT provider. However, Modivcare shall strive to maintain existing relationships between NEMT providers and members and shall try to accommodate a member's request for a specific provider in Modivcare's network, especially for the transportation of members with disabilities, including Alzheimer's disease and other forms of dementia.

Modivcare will route West Virginia member's standing order trips with the same NEMT providers and drivers to expedite passenger loading and unloading or to avoid disruptive behavior in route. Similar accommodations are provided to members who are physically frail, receiving dialysis or are limited in their activities of daily living. Whenever possible, Modivcare will route demand trip reservations to the same transportation company and driver.

- Routers will look at the pick-up and/or drop-off location of a member.
- Routers will dispatch trips with the same or nearby pick-up and/or drop-off locations to the same Transportation Provider servicing that area.
- Routers will also consider a member or facility's request for a particular Transportation Provider.
- Routers will review to ensure the Transportation Provider is capable of managing the trip volume that is routed to them.
- Routers will notify the Transportation Provider of a permanent standing order(s).
- Transportation Provider's will strive to promote consistency by dispatching the same driver whenever possible.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Mileage Reimbursement	
BUSINESS PRACTICES	
PURPOSE **To outline the parameters for mileage reimbursement when scheduling a member's transportation request.**	**NEXT REVIEW DATE:** 08/01/2026
	CONTRACT NAME: West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: SOW B2

BUSINESS PRACTICE

Modivcare provides mileage reimbursement for transportation to Medicaid covered services for eligible Medicaid members. Modivcare will pay mileage reimbursement to a member, friend or relative. Commercial drivers and transportation companies are not eligible for mileage reimbursement.

Mileage reimbursement will be paid up to the current IRS business standard mileage rate. Individuals will be reimbursed for mileage based on the street or road mileage from a member's residence to the service site and the return trip.

Transportation requests should be screened at the time of the original trip request to determine if a member is eligible for mileage reimbursement.

1. Inform the member that Modivcare offers a Mileage Reimbursement Program.
2. Ask if the member, friend or relative has a vehicle and would be interested in taking advantage of Modivcare's mileage reimbursement program.
3. **If the caller says yes**, the Customer Service Representative (CSR) will enter the trip in LogistiCAD and enter 'GAS' in the "TP" field and select Alt and the Arrow Up key.
4. When the Gas Reimbursement dialog box is displayed, enter the last name and a portion or all of the first name of the driver and select Alt and the Arrow up key to display a drop down list of names
5. Scroll through the names and select the correct driver.
6. If the driver is not listed, select Alt and A to display the Other Person Editor.
7. Verify the driver's name and mailing address.
8. Complete all fields and save the information.
9. Ask the member if he or she needs a Mileage Reimbursement Trip Log.
   - » If the member says yes, add a Rider note stating "mailed Mileage Reimbursement Trip Log". The mileage reimbursement trip log will be mailed to the member.
   - » If the member says no, add a Rider note stating "declined Mileage Reimbursement Trip Log".
10. The CSR will provide the member the trip confirmation number and instruct the member to write it in the appropriate box on the Mileage Reimbursement Trip Log.

11. The member will be instructed to take the Mileage Reimbursement Trip Log to the treating facility for the physician or clinician to sign as proof of attendance.

12. The member will be instructed to submit the completed mileage reimbursement trip log to the Modivcare Claims Department at the address listed on the form.

13. After the Mileage Reimbursement Trip Log has been processed and verified, reimbursement will be issued and mailed to the payable party according to the Modivcare Payment Schedule.

SECTION II. BUSINESS PRACTICE HISTORY

DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Trip Manifests

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
At least forty-eight (48) hours before the pick-up time, trip manifests must be available to the transportation provider. For Urgent trip manifest or other trip to a NEMT provider less than forty-eight (48) hours before the pick-up time, Modivcare staff shall also contact the provider in advance by telephone or electronically to provide the telephone number, the reimbursement amount, and to request confirmation from the NEMT provider that the trip will be accepted.	**CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** RFP Section X, C

BUSINESS PRACTICE

West Virginia Operations Daily Trip List Fax Schedule—As reservations are routed to providers, LogistiCAD compiles all information necessary for the provider to perform the trip into a daily trip list for the assigned providers. The LogistiCAD system automatically includes individualized details in the manifest for the provider:

- A unique trip number for billing purposes (number includes date of service)
- Member's full name and phone number
- Drop-off facility's name and phone number
- All applicable addresses
- Pickup time and drop-off time
- Level of service, including if curb-to-curb, door-to-door or hand-to-hand delivery is required
- Attendant and escort information
- Passenger mobility requirements, such as weight of member and medical equipment to ensure safe lifting capacities
- Special instructions, such as special needs of the member or instructions about the pickup location

Trips are sorted by pickup time to facilitate driver assignment and routing by the transportation provider.

Six times per day, Modivcare's daily trip lists are faxed to the providers: 0600, 0900, 1200, 1500, 1800, and 2000. The fax server is set in "add-on mode," which pulls trips that have never been sent to a provider and defines them as new, modified, or cancelled. If there has been no change on a trip since it was originally faxed to the provider, it will not be faxed again. All trips are faxed five days in advance. Prescheduled trips are propagated seven days in advance; they are faxed at 0600 each morning. If needed, a complete daily manifest can be faxed to a provider upon request.

Next-day, Urgent and Same-day Trip Requests

When a reservation for a next-day, urgent, or same-day request is received, the trip is verbally confirmed with the transportation provider and manually faxed because they are less than forty-eight (48) hours before the pickup time.

Provider Website

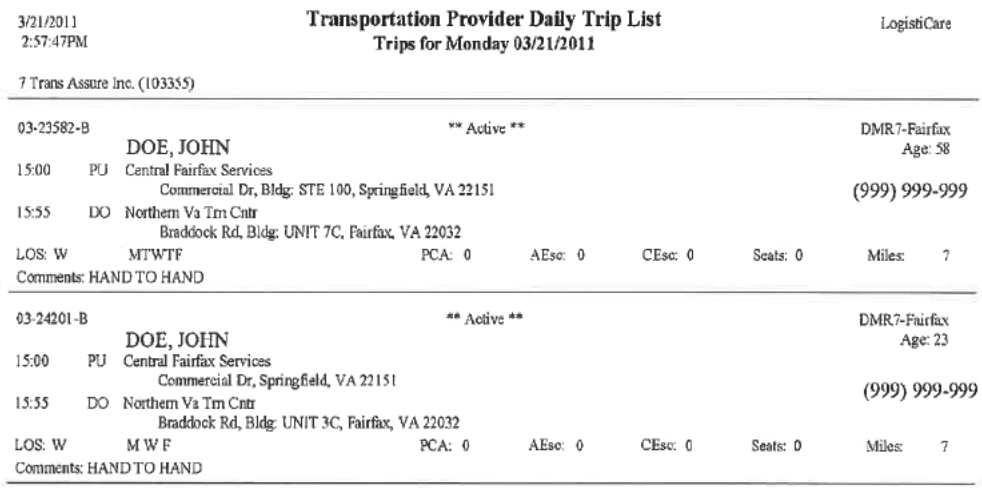
To access the provider website, transportation providers log onto the secure website using a unique user ID and password. Once access is permitted, they can perform a number of operational functions that includes reviewing their manifests in real time up to five days in advance and nine days back. They are able to immediately note new trips, cancelled trips, and modifications to a trip.

Modivcare offers a routing program to download providers' manifests, which automatically reassigns standing orders

to the same drivers or they can download their manifest into an Excel spreadsheet to create their own individual driver's manifest.

Modivcare offers the provider website and routing software as a free benefit for providers.

We have provided a sample trip manifest, shown in *Figure 42* below, which will be used in West Virginia that verifies items (1 – 9) are properly obtained and included in each trip manifest.



3/21/2011 2:57:47PM — **Transportation Provider Daily Trip List** — LogistiCare

Trips for Monday 03/21/2011

7 Trans Assure Inc. (103355)

03-23582-B ** Active ** DMR7-Fairfax

DOE, JOHN Age: 58

15:00 PU Central Fairfax Services

Commercial Dr, Bldg: STE 100, Springfield, VA 22151 (999) 999-999

15:55 DO Northern Va Trn Cntr

Braddock Rd, Bldg: UNIT 7C, Fairfax, VA 22032

LOS: W MTWTF PCA: 0 AEsc: 0 CEsc: 0 Seats: 0 Miles: 7

Comments: HAND TO HAND

03-24201-B ** Active ** DMR7-Fairfax

DOE, JOHN Age: 23

15:00 PU Central Fairfax Services

Commercial Dr, Springfield, VA 22151 (999) 999-999

15:55 DO Northern Va Trn Cntr

Braddock Rd, Bldg: UNIT 3C, Fairfax, VA 22032

LOS: W M W F PCA: 0 AEsc: 0 CEsc: 0 Seats: 0 Miles: 7

Comments: HAND TO HAND

Figure 42. Modivcare Trip Manifest. *Modivcare's trip manifests are made available to providers five days before the trip date.*

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Complaint Management Process	
BUSINESS PRACTICES	
PURPOSE To address and resolve complaints and concerns raised by clients, members or providers in a timely manner	**NEXT REVIEW DATE:** 08/01/2026 **CONTRACT NAME:** West Virginia DHHR BMS **BUSINESS TYPE:** Common **SOW/CONTRACT REFERENCE:** SOW F1 – F2, RFP Section XIV

BUSINESS PRACTICE

Modivcare maintains a complaint or grievance system to address and resolve grievances and concerns. It is the responsibility of any employee who receives a grievance to electronically record complaints or issues received in accordance with the *Entering a Complaint Policy*.

- Complaints are recorded into LogistiCAD and subsequently investigated as designated at specific levels (defined below) within one (1) business day.
- Complaints will be resolved within 72 hours (when possible) or as determined by contractual obligation.
  - Tier II Modivcare Consumer Complaints (Operations and Employee-specific complaints) will be resolved within 30-calender days.

PROCEDURE

First Level Review

Complaints or issues may be received (either verbally or written) from clients, providers, facilities, individuals or groups in contact with Modivcare.

- Member complaints directed toward a Modivcare agent cannot be recorded by the agent targeted in the complaint. Additionally, no person involved in the complaint will be a part of the review process.
  - In the event the complaint is about the employee currently engaged with the person making the complaint, then the complaint should be escalated to his or her Supervisor. Transportation Providers may call in complaints directly to the QA Supervisor or any member of the Transportation team.

All Modivcare delegated complaints will be reported as follows:

COMPLAINT TYPE	REQUIRED ACTION
If a verbal or written complaint is made by either the Member or the Member's representative and is immediately resolved to the Member's satisfaction (i.e. on the same call).	Modivcare will document in LogistiCAD the complaint and resolution communicated to the complaining party. No further action will be taken.

If a verbal or written complaint is made by either the Member or the Member's representative involving the quality of service that cannot be immediately resolved (i.e. on same call).	The complaint details are documented in LogistiCAD. The agent will inform the member that the complaint has been documented and to expect an acknowledgement letter via mail as outlined by the market's contract. • If the call requires escalation, a supervisor will enter any additional call details in LogistiCAD and attempt to resolve the complaint. If resolved, the solution will be recorded. • All such complaints will be sent to the client as outlined by the contract, if required. • Resolution will be communicated to the complaining party, if contractually applicable.

1. A monthly complaint report will be utilized to track and trend complaints. An assigned manager will run the "Complaint Report" daily to obtain all recorded complaints. All complaints are automatically assigned a Tier designation by LogistiCAD in accordance with the complaint type selected at the time of entry. The manager will review the report to validate the automatically assigned complaint classification and determine whether an adjustment is needed by overriding LogistiCAD.

   Indicated below is the tiered classification system used to determine complaint severity.

   - **Tier I** – issue involving member health and safety (e.g. the death of any member, driver, or bystander; all vehicle accidents; sexual assault or misconduct; head injuries, broken bones, or hospitalization; abandoned rider; reckless driving; unsafe vehicle; evidence or threat of weapon; wheelchair tips or flips; fraud; etc.)
   - **Tier II** –issue involving service, behavior and timeliness (e.g. provider no show, habitual member no show, driver rudeness, CSR rudeness, air conditioner broken, etc.)
   - **Tier III** –issue involving service or behavior (e.g., isolated provider late, long hold times, poor customer service)
   - **Tier IV** –complaint/issues not involving safety, behavior, or timeliness (e.g., dirty vehicle, driver odor, etc.)

2. The QA Supervisor will be responsible for handling and documenting appropriate action for each complaint and communicating to appropriate staff.

   Tier I Complaints

   - Tier I complaints must be reported to the Director of Operations or General Manager upon receipt. Senior management will notify the appropriate client of the incident (if required), immediately commence an investigation, and work with affected parties to resolve the concern.

   Corporate Legal Department Contact Protocol

   The Modivcare Quality Assurance (QA) Manager will notify the Corporate Legal Department about any complaint addressing physical assault, sexual assault or misconduct, drugs, and serious injuries. Serious injuries are defined as death, head injury, broken bones, injury resulting in hospital admission, and/or injury resulting in amputation.

   - During corporate business hours, contact Melanie Crowe, Associate General Counsel via office or cell phone only.
   - **DO NOT LEAVE A VOICE MAIL MESSAGE OR SEND EMAIL.**

- Please see alternative contacts listed below if Melanie is not available.
- **If no one is available at their office number, you must attempt to make contact using his or her cell phone numbers.**
- **Follow up your phone call with an email to incidents@Modivcare.com including a description of the incident, copy of the incident report, provider's certificate of insurance, and police report (if any).**

CORPORATE CONTACT LIST Corporate Main Number: 1-800-486-7647			
Calling Order	**Contact Name**	**Corporate Extension**	**Cellular Phone Number**
1st	Melanie Crowe	Ext. 2419	(404) 386-3157
	Louise Phelan	866-918-8998 ext. 2529	(434) 466-5905
	Chinta Gaston	866-918-8998 ext. 2530	(434) 825-1801
2nd	Kirk Gonzales	Ext. 2472	(770) 235-8193
3rd	Albert Cortina	Ext. 2457	(404) 307-3032

Non-Serious Injuries and After Hour Reporting

- Non-serious injuries and after hour Tier I incidents do not warrant an immediate call to the Corporate Legal Department. These occurrences should be communicated to the Corporate Legal team via email at incidents@Modivcare.com. Be sure to include with the email a description of the incident, copy of the incident report, provider's certificate of insurance, and police report (if any).

Tier II Complaints

- Tier II complaints will be investigated and resolved within 72 hours (whenever possible). Complaints involving a transportation provider will be faxed to provider and require a response within 24 hours.
- Resolution will include correspondence with relevant parties and documentation of corrective action. Tier II complaints will be reported to the Director of Operations on a daily basis and reported to the client monthly, if required by contract.

Tier III Complaints

Tier III complaints will be responded to, tracked, and monitored for relevant trends and indications of systemic problems. If a pattern is noted, then management will raise the awareness and resolution to a Tier II level.

- Tier III complaints are reported daily to the appropriate manager and reported to the client monthly, if required by contract. Tier III complaints will be communicated to the involved parties and included in the files.

Tier IV Complaints

Tier IV complaints will be communicated to the involved parties. If the complaint involves a transportation provider, then a letter will be sent to the transportation provider alerting that a complaint has been received and that the transportation provider will be monitored for future performance.

- If Modivcare is responsible contractually for grievances and appeals, a letter will be sent to the member indicating receipt of complaint, a commitment to satisfactory service, an apology for the situation if necessary. These complaints will be reported to the client in accordance with the contract reporting requirements (if any).

3. The designated QA team will be responsible for addressing all complaints and making appropriate response either in writing or verbally within 72 hours when possible.

Second Level Review

1. If the complaining party is still not satisfied, he or she will be escalated to the designated management staff who in turn will review the complaint. If Modivcare is responsible for Grievances and Appeals per contract, a written response will be sent to the complaining party regarding the disposition of the complaint within 72 hours when possible. At that time, the complaining party will be informed of his or her right to a third level review if required by contract. In this case, Modivcare will provide the client with copies of the applicable documented complaint process (if any).
2. If the complaint is regarding a specific staff member, the appropriate supervisor will be notified and corrective action will be recommended as needed.
3. The QA staff is responsible for entering the details of the complaint, investigation, and corrective action into the complaint database. All actions must be documented using the activity log for auditing purposes.
4. A closing code must be assigned to every complaint upon completion. The closing codes are as follows:

Closing Code	Closing Code Description
Received But Within Guidelines	A complaint occurrence is found not to be true or the occurrence is true, but is not a violation of the standard operating procedures for the contract.
Valid Complaint – Action Taken	A complaint occurrence is found to be true and the occurrence is a violation of the standard operating procedures for the contract. Action is taken.
Insufficient Information to Validate	The complaint occurrence is such that it is one person's word against another's and there is no way to confirm either side of the story.
Inquiry – No Further Action Required	The person calling the complaint line is really asking a question versus making a true complaint.

5. Management staff is responsible for analyzing complaints by a variety of variables such as transportation provider, client, facility, date, type of complaint, etc. and integrating the results into the QA Plan as needed.
6. Complaints from members will be shared with the client liaison according to contract requirements (if any).

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	REASON (RFP Response, Audit, Contractual, Business Practice)	DESCRIPTION
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Denial Requirements

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To establish guidelines for managing the denial process as performed within LogistiCAD when a member is denied transportation per the contracted service limitations.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: SOW Section D (all) RFP Section VA

BUSINESS PRACTICE

A member is denied transportation when the request does not meet the service limitations of the program or when the caller does not provide all required information in order to fully complete the reservation request.

- The West Virginia Contact Center will send a written notice using an approved denial letter template of action with appeal process guidelines, forms, and instructions to the member and provider no later than the next business day following the date the denial decision was made.
- The denial shall state the reason for the denial, citing specific law, regulation or DHHR policy.
- The denial will include a notification of the members appeal rights and a copy of the form for requesting an appeal hearing.

DENIAL REASONS

NEMT Service requests may be denied for one or more of the following reasons:

1. The member is not eligible for NEMT services on the date of service;
2. The member does not have a medical need that required NEMT services;
3. The medical service for which NEMT service is requested is not a covered medical service:
4. The medical service for which NEMT service is requested requires prior authorization and prior authorization has not been obtained;
5. The service was done out-of-network without a prior authorization and did not meet policy criteria for an emergency or foster child placed out-of-state;
6. The member has access to affordable transportation, (ie: member's vehicle or another mode of transportation that does not cause a financial hardship for the member);
7. The medical service for which NEMT Service is requested is covered under another program;
8. The request was for post-transportation authorization and was not received timely or did not meet established criteria;
9. The medical appointment is not scheduled or was not kept;
10. Modivcare cannot verify that there was a medical appointment;
11. Modivcare is unable to verify the member's physical address;

12. The trip was not requested within an appropriate timeframe and the request cannot be accommodated because of this;
13. Additional documentation was requested and was not received within an appropriate timeframe;
14. The member refuses the appropriate mode of transportation;
15. The member refuses the NEMT provider assigned to the trip and another NEMT provider is not available; or
16. The member's medical need(s) requires an ambulance level of transportation. In these situations, Modivcare should refer the member to appropriate resources, such as local ambulance providers in their area.

PROCEDURE

When denying a reservation for any reason, the CSR is required to do the following:

1. Enter and save the reservation in LogistiCAD
2. Deny the reservation using the correct Denial Code
3. Enter a Trip Note stating the denial reason
4. Select "Denial" under note type
5. Save Denied reservation
6. Orally notify the requestor of the denial at the time of the request and state the reason for the denial
7. The Supervisor is required to:
   - Review denied reservations daily
   - Ensure the proper usage of denial codes
   - Review improper denial codes with CSR for immediate correction

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS

Notice of Denial for Transportation Services Request

Notice Date: «Notice_Date»

«Name»

«Street»

«City» «State» «Zip»

Member's Name: «Name»

Medicaid ID No.: «Member_ID»

The transportation service you requested from Modivcare on «Denial_Date» for a trip to «Name_of_Provider» on «Trip_Date» is being denied. This decision, «Denial_Reference», is because:

«Denial_Reason»

If you have questions about why your request was denied, please call Modivcare toll-free at 844-889-1941 Monday through Friday between 8:00 a.m. and 5:00 p.m. Please ask for a Utilization Review Specialist, who will explain the reason for your denial.

If you disagree with this decision you may request the Bureau for Medical Services (BMS) to conduct a Document/ Desk Review Request.

The provider document/desk review process involves 2 steps. The first step will be a document/desk review by BMS. If a provider disagrees with the resulting decision, a request can be made for an evidentiary hearing.

a. Request for Document/Desk Review

   A provider, within 30 days after receipt of a notice of an adverse administrative action taken by the Bureau which affects his/her participation in the Medicaid program or reimbursement for covered services provided to eligible Medicaid members, may request a document/desk review. The request for a document/desk review must be in writing, dated, signed and must set forth in detail the items in contention. Failure to request or late requests for prior authorizations (PA) for services are the responsibility of the providers and are not subject to document/desk review.

b. Additional Information

   When information is requested from a provider, in the course of a review or audit by the Office of Quality and Program Integrity and/or the Office of Audit, Research and Analysis, or their agents or contractors, and the provider does not provide the information in a timely manner, BMS will consider that the information does not exist and proceed accordingly.

c. Decision from Document/Desk Review

The Commissioner of the Bureau or his/her designee will issue a decision from the document/desk review upholding, denying, or modifying the original decision.

Mail request to the address below. You may also call Client Services toll-free 1-877-716-1212 for assistance.

West Virginia Department of Health and Human Resources
Bureau for Medical Services
Document/Desk Review Request
350 Capitol Street, Room 251
Charleston, WV 25301

Workplace Threats

BUSINESS PRACTICES

PURPOSE	NEXT REVIEW DATE: 08/01/2026
To establish guidelines for governing behavior that may cause injury or fear of injury within the workplace.	**CONTRACT NAME:** West Virginia DHHR BMS
	BUSINESS TYPE: Common
	SOW/CONTRACT REFERENCE: n/a

BUSINESS PRACTICE

Modivcare seeks to provide a work environment free from threats of violence against individuals, groups, or employees. Examples of prohibited behavior include verbal abuse, physical assault, stalking, nonverbal threats (phone, text, email, gestures, and movements), destruction of property, and the carrying or use of weapons.

- It is the responsibility of all employees to maintain a workplace free from harm and to report threats of violence to the management team for resolution.
- Modivcare reserves the right to take whatever action it deems necessary to protect its employees, clients, contractors, and property when dealing with issues of violence.

PROCEDURE

When a caller threatens the safety of a Modivcare employee, it is the expectation that the employees remain calm and follow specific protocols. Listed below are the guidelines for managing:

- Threating phone calls
- Bomb and/or terrorist threats

Threatening Phone Call

Upon receiving a threatening phone call, take the following actions:

1. Make note of what the caller says including any details of his/her voice, such as slurred speech, tone, and pitch.
2. Attempt to offer assistance and gather information about the caller including contact information, location, and the nature of the threat. Do not raise your voice or argue with the caller.
3. Report the incident to management immediately. Management will report the threat to the caller's local police department as well as the operation's local police department. The management team will alert the legal department, the human resources department, and client as necessary.

Bomb and/or Terrorist Threat

Upon receiving a bomb or any other terrorist threat, take the following actions:

1. Do not hang up on the caller. Try to keep the caller on the phone and signal a co-worker who can notify management immediately. Management will call 911 immediately from another line.

2. Make note of what the caller says including any details of his/her voice, such as slurred speech, tone, and pitch.

3. Attempt to offer assistance and gather information about the caller including contact information, location, and the nature of the threat. Do not raise your voice or argue with the caller.

4. After contacting 911, management will assist the employee with managing the call under the guidance of law enforcement. Follow police instructions and be prepared to evacuate the building. If evacuation is necessary, management will follow the Disaster Recovery Process.

Reporting Protocols

After securing staff safety and speaking with local authorities, management will notify the following parties:

- The applicable Senior Vice President
- Legal department
- Human Resources department
- Client (within 24 hours)

Follow-up Protocols

After the threatening situation subsides, management will facilitate a meeting with employees to discuss the incident, resolution, best practices, and employee morale.

SECTION II. BUSINESS PRACTICE HISTORY		
DATE	**REASON (RFP Response, Audit, Contractual, Business Practice)**	**DESCRIPTION**
7/01/2020	Business Practice	INITIAL RELEASE
8/01/2026	Annual Review / Reformatting	ZS



modivcare

Forms

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP BMS2600000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- [x] Addendum No. 1
- [x] Addendum No. 2
- [x] Addendum No. 3
- [x] Addendum No. 4
- [x] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

ModivCare Solutions, LLC
Company

Authorized Signature

10/02/2025
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Marvin O. Lewis Vice President of Contracts and Pricing

(Address) 6900 E. Layton Ave. Suite 1200 Denver, CO 80237

(Phone Number) / (Fax Number) 404-888-5854

(email address) marvinl@modivcare.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

ModivCare Solutions, LLC
(Company)

(Signature of Authorized Representative)
Marvin O. Lewis Vice President of Contracts and Pricing
(Printed Name and Title of Authorized Representative) (Date)
404-888-5854
(Phone Number) (Fax Number)
marvinl@modivcare.com
(Email Address)

REQUEST FOR PROPOSAL

CRFP BMS2600000001

Bureau for Medical Services/Office of Drug Control Policy/Bureau for Behavioral Health- Non-Emergency Medical Transportation/Statewide Transportation Program

Points Allocated to Cost Proposal is 300

Proposal 1: Step 1 – $1,000,000 / $1,000,000 = Cost Score Percentage of 1 (100%)
Step 2 – 1 X 300 = Total Cost Score of 300

Proposal 2: Step 1– $1,000,000 / $1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – 0.909091 X 300 = Total Cost Score of 272.727273

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

ModivCare Solutions, LLC

(Company)

Marvin O. Lewis Vice President of Contracts and Pricing

(Representative Name, Title)

404-888-5854

(Contact Phone/Fax Number)

10/02/2025

(Date)