



# Transportation Provider **Policies & Procedures Manual**



*Prepared by First Transit, Inc.  
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# INTRODUCTION

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First Transit has been contracted by several Managed Care Organizations (MCOs), Managed Community Care Networks (MCCNs), and Coordinated Care Organizations (CCOs) (collectively, “Clients”) to provide Non-Emergency Medical Transportation (NEMT) services to the Medicaid population enrolled in various Illinois counties.

## MEMBER ELIGIBILITY

In order to be eligible for NEMT services, a Participant must be a) eligible under the plan, b) be traveling to and from a covered medical service, and c) have arranged and been approved for the transportation prior to the transport taking place.

Working with its Clients, First Transit will verify whether a Participant is eligible for NEMT services prior to requesting or scheduling a trip. First Transit’s Transportation Providers are required to report to First Transit any time they suspect that a Participant is not traveling to or from a covered medical services, as this could indicate potential fraudulent activity.

## TRANSPORTATION PROVIDERS

To properly service the needs of our Clients and the Participants, and as part of our contractual responsibility, First Transit has established a network of qualified, licensed and insured subcontracted transportation providers (Transportation Providers) offering several types or levels of transportation.

To maintain this network, First Transit continually seeks to increase the participation of companies in the network to ensure that contracted providers maintain the highest standards of quality on their vehicles and drivers as outlined by our credentialing criteria. First Transit operates under a philosophy that encourages and fosters individual rights and equal opportunity to all. We believe that our business endeavors are strengthened by our commitment to diversity in the workplace.

Our standards for good corporate citizenship extend beyond the requirements of equal employment laws. We are committed to a policy of non-discrimination and will maintain an environment of social and business responsibility that responds to the needs of our employees, applicants, customers, contractors, and subcontractors. Our corporate policy states that recruitment, selection, compensation, and continued association shall be based on a person’s ability to perform valid job requirements. We do not give consideration to solely on race, gender, age or sexual orientation, or if the provider serves high risk populations or specialist in costly conditions.

## PURPOSE OF THIS MANUAL

This Policies and Procedures Manual has been developed to assist current and new Transportation Providers in First’s network, to understand the role in the Plan as well as to identify and meet subcontracted obligations. As part of your Transportation Service Agreement with First Transit, you have contractually agreed to abide by all of terms and conditions of this Manual.

First Transit updates this Manual periodically and will notify you in writing when a new version is published.

## THE PROVIDER SERVICE AGREEMENT

This manual is meant to complement - not replace - the *Provider Service Agreement* that transportation providers sign prior to transporting members. It is the responsibility of each Provider to read, understand and comply with all provisions of the Agreement, which has been created in accordance with the guidelines set forth by the Client's as well as federal, state and local laws, rules and regulations.

Please contact a First Transit manager for any questions relating to this manual of any section of the *Provider Service Agreement*.

First Transit's Contact Information can be found in Appendix A.

Responsibilities and Requirements of First Transit:

1. First Transit will notify Transportation Provider of all trips assigned with as much lead time as possible via fax, email or online website. First Transit reserves the right to assign urgent care and same day trips without advance notification.
2. First Transit will provide detailed information to the Transportation Provider regarding hardware and software requirements for accessing on-line trip assignment and reconciliation program.
3. First Transit will provide a Trip ID number along with all other pertinent data for each trip assigned to provider under this Agreement. If for any reason, transportation provider cannot perform any trip, it must notify First Transit with reasonable advance notice prior to the trip in order to ensure that the trip may be reassigned in a timely manner. Provider will make best efforts to notify First Transit at least twenty-four (24) hours in advance of any trip that must be reassigned.
4. First Transit will provide verbal authorization for urgent care trips scheduled after hours. First Transit will supply provider with an authorization number no later than the end of the next business day via fax or the FTP site.
5. First Transit will provide payment for all reconciled trips in accordance with Transportation Provider's Rate Schedule and other payment stipulations set forth in the Invoice and Payment section.
6. First Transit will provide for a meeting, no less that every six months, between First Transit and Transportation Provider to discuss program modifications, updates, etc.
7. First Transit will notify Transportation Provider of any trip cancellations received at the First Transit call center immediately after trip cancellation request is received.
8. First Transit will inform Transportation Providers of special needs of client when the trip is assigned.
9. First Transit will inform Transportation Provider of Participant's need of attendant when the trip is assigned.

# POLICIES

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Following are some of the policies and procedures that govern the NEMT program as they pertain to confidentiality, legal compliance, insurance, vehicle standards and inspections, driver/employee requirements and records-keeping. These policies and procedures, however, are not all-inclusive and may be subject to change at the discretion of First Transit.

## CONFIDENTIALITY

During the course of the Agreement, the Transportation Provider may receive personal and medical information relating to the Participants receiving NEMT services. Nearly all of the information you receive from First Transit about Participants may be considered Protected Health Information (PHI). This includes Participant's name and contact information, pick up and drop off location, Medicaid numbers, and information about Participant's health care providers.

As soon as a Transportation Provider receives or has access to PHI, it may become subject to the regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) to protect the confidentiality, integrity and availability of this information. Additional information regarding Transportation Providers' obligations under HIPAA are set forth in the Business Associate Agreement signed as part of the Transportation Service Agreement. By entering into the Agreement with First, you have agreed to safeguard the use and disclosure of Participant PHI in accordance with HIPAA and any other applicable federal and state statutes and regulations. Transportation Providers also agree to employ appropriate security measures in transmitting member information, whether verbal or written, via magnetic media, email, fax, phone, etc., as well as to refrain from releasing any information without the prior consent of First Transit.

Per HIPAA, PHI can only be shared with a limited set of individuals, including the Participant, the individual's personal representative, their medical provider, and contracted providers such as First Transit. As a Transportation Provider, your use of this information must be restricted to **only** those uses directly connected with the services you provide to First Transit.

A Transportation Provider's entire workforce must undergo initial **HIPAA** training prior to accepting or performing any service to First Transit (See Training Section, below). This includes owners, management, supervisors, dispatchers, drivers, billing clerks and other office staff.

Failure to safeguard member information can result in termination of the *Provider Service Agreement* as well as civil fines, penalties and/or criminal prosecution.

## LEGAL COMPLIANCE

Transportation providers must at all times be compliant of all applicable local, state and federal laws and regulations and hold in good standing any and all required licenses and certifications.

Furthermore, providers must remain compliant with:

- All applicable federal, state, and local transportation safety standards.
- First Transit policies and procedures.

- All applicable industry and accreditation standards relating to the maintenance of vehicles and equipment, passenger and wheelchair accessibility, availability, functioning of seat belts, etc.
- the license-for-hire standards established by the State Department of Transportation (DOT) as well as any city or county in which the provider operates.
- The terms and conditions of service in the Illinois Handbook for Providers of Transportation Services T-200, found at: <http://www.hfs.illinois.gov/assets/t200.pdf>.
- Federal and state Deficient Reduction Act Requirements.
- Prohibition on utilizing excluded individuals to provide service and/or support.

Transportation providers are prohibited from subletting or entering into lower tier subcontracts for the provision of any services under this agreement.

As part of First Transit's service to its Clients, First Transit oversees payment to the Transportation Providers. Therefore, any questions or issues regarding compensation should be directed to First Transit.

***Under no circumstances may Transportation Providers seek any type of compensation, remuneration or reimbursement, or have any recourse against any Participant, Client or other parties other than First Transit for their transportation services associated with First Transit.***

## BILLING AND RATES

Transportation Provider will bill according to the contractually authorized rate within their Transportation Service Agreement. Transportation Provider will not bill in excess of those rates for overtime, holidays, or any other circumstances. Rates may only be modified by mutual written agreement of both Transportation Provider and First Transit.

Transportation Provider agrees to charge First Transit the lower of either its usual, customary charges billed to the general public for the same service or item, or the maximum rate established by the Department pursuant to 89 Il. Adm. Code 140.492 and 140.493, or the Medicare allowable rate, if applicable.

Unique or exceptional modes of Transportation may be reimbursed at a negotiated rate if, and only if, such rate is determined prior to transportation by the parties and agreed to in writing by First Transit.

### ***Mileage***

Transportation Provider's mileage must be billed in accordance with the Illinois Handbook for Transportation Services T-200. Billing of excess mileage is not permitted. Transportation Provider's mileage is subject to audit. If it is determined that excessive mileage has been charged, the claim will be denied, and can result in potential termination of the Transportation Service Agreement as well as the information being reported to the appropriate authorities.

Please note that:

- Provider shall not charge for mileage other than loaded miles.
- Any time more than one passenger is transported in the same vehicle for any portion of a trip, the Provider may only charge mileage for the first passenger picked up. The mileage charge is limited to the most direct (shortest) route between the original destination address for the first passenger, no matter how far the first passenger travels. Mileage may not be charged for



another passenger until the vehicle is empty. See the Illinois Handbook for Transportation Services T-200 for more detailed information on multi passenger mileage.

***Other Charges***

- Provider may not charge for waiting time, meals, lodging, parking or tolls.
- Provider may not charge for “no-shows” by Participant.
- Provider may not charge for transportation provided in vehicles other than those owned or leased and operated by the Provider.
- Provider may not charge for service when the vehicle fails to arrive at the designated facility/site resulting in the cancellation of the appointment of the Participant.
- Provider may not invoice First Transit until after services are performed.

## INSURANCE

Transportation Providers are required to obtain and maintain, at their sole expense, worker's compensation, auto liability and general commercial liability insurance for, as applicable.

Insurance coverage shall be in amounts that are in keeping with industry standards, applicable laws, rules and regulations and are acceptable to First Transit and Client, the minimum amounts of which shall be as follows:

- State minimum for Worker's Compensation
- Auto Liability and General Commercial Liability insurance for amounts no less than:
  - \$500,000 for bodily injury and property damage to one person for any one accident and
  - \$1,000,000 for bodily injury and property damage to two or more person for any on accident.

A sticker proving insurance coverage must be affixed to the windshield of vehicles displaying taxi, livery, ambulance, medical carrier and/or public transportation plates, including coverage.

The insurance must cover all owned, hired, or non-owned vehicles, as applicable, used to transport Participants under the contract and must list First Transit and the Clients as additional insured. General Liability coverage must include blanket contractual liabilities and sexual abuse and molestation.

Certificates for insurance must be supplied to First Transit prior to providing transportation services, every January 1<sup>st</sup> and July 1<sup>st</sup>, and at any other time requested by First Transit; this includes certificates of renewal or surcharge, cancellation notices, and/or verification of coverage. A 30-day written notice must be provided to First Transit in the event of a cancellation, renewal, restriction, or non-renewal of any insurance coverage.

## DRIVERS AND STAFF

Transportation Provider must provide a detailed and complete Employee Roster and Employee Update Forms as part of the Network Application Process (TP05 - Employee Roster and TP06 - Employee Update Form - available on <http://firsttransitproviders.com>). The Employee Roster is to be submitted for the entire staff at the time of application to join the First Transit Transportation Provider Network. Such employee list must be kept up to date during the life of the Agreement. Transportation Providers must resubmit this documentation every January 1<sup>st</sup> and July 1<sup>st</sup>.

Every employee, not just drivers, must be added to the network using this form. If there are any changes to employees (hiring or removal from service), such changes must be submitted using the Employee Roster.

The TP05 - Employee Roster Form requires the following information:

- Last name
- First name
- Middle initial
- Position/Title
- Driver's License number and issuing state
- Driver's License expiration date

- License type
- Date of birth (DOB)
- Dates for completing:
  - Medicar Safety Training (with certification number)
  - OIG Exclusions Check
  - Excluded Persons Check
  - Criminal Background Check
  - 10 Panel Drug Test
  - Physical (for drivers)
  - Five year motor vehicle records check
- Add/Change/Delete
  - “Add” indicates that an employee is being added to the roster of employees submitted to First Transit.
  - “Change” indicates a change of status, such as a name change or an updated date for a license or background check.
  - “Delete” indicates that an employee has been removed from service.

Additionally, a TP06 - Employee Update Form is required to be submitted individually for each employee. This form should be transmitted to First Transit, and a copy kept in the Employee's personnel file available for inspection. The TP06 - Employee Update Form collects much of the same information as the TP05 - Employee Roster, with a few additions and greater detail. In addition to the information listed on the Employee Roster, the Employee Update form also requires:

- Maiden or formerly used name(s).
- Employee termination date, if form is being updated due to separation from service.
- Employee's relation to any First Transit employee, if any.
- License restrictions, if any.
- Verification of any proposed driver's enrollment in the Medicaid Program through the State of Illinois.
- Verification that the individual is not listed on any state or federal exclusion/debarment list as set forth in the Agreement
- Verification that the proposed driver has an appropriate and valid Illinois driver's license obtained from the Illinois DMV.
- Transportation Provider must complete a background check and drug and alcohol check for all drivers.
- Transportation Provider must provide proof of a driver physical prior to employment. The physical must be dated and completed by a doctor of medicine or osteopathy, a physician assistant (PA) or an ARNP licensed or certified by Illinois.
- Transportation Provider must review a five (5) year work history of all employees and obtain explanation for any gaps over six (6) months.
- Medicarsafety.com completion date and certificate number.
  - Successful completion of a safety program approved by the Illinois Department of Healthcare and Family Services pursuant to Public Act 095-0501 and the Handbook for Transportation Services T-200, such as that provided by medicarsafety.com. This training MUST include:
    - First Aid

- CPR
- Blood Spill procedures
  - Such safety training certification is required every three (3) years. Transportation Provider must recertify and maintain documentation of their driver and employee attendant certifications. The certification number must be listed on the Employee update form and certificate must be produced upon request.
  - Medicare and service car providers receiving federal funding under 49 U.S.C. 5307 or 5311, are not subject to the safety training program certification requirement during the period of federal funding. Documentation must be provided to First Transit to support this exception.
- Dates of Completion of required training.

Transportation providers must adhere to First Transit's criteria and procedures for the selection, qualification and training of drivers participating in the program.

Transportation Provider shall have an assignment preference for drivers that have at least thirty (30) days of prior chauffeur experience to and from healthcare facilities and sites and who have proven capability of assisting patients and manually lifting wheelchairs up no more than three (3) steps.

## CRIMINAL BACKGROUND AND MOTOR VEHICLE CHECK

Potential drivers must submit to a criminal background check and drug and alcohol test. Drivers must be verified as not having been convicted of any crimes against other people or of any drug or alcohol related offenses. Additionally, driver background checks must pass the terms set forth below. Any exceptions to this rule can only be made with explicit consent from First Transit.

If the criminal background record is positive in ANY of the following, driver shall not provide service to First Transit:

- General
  - Less than 21 years of age.
  - Less than two years of **continuous** driving experience within the United States.
  - Inability to obtain auto insurance.
- Regardless of when it occurred:
  - Conviction involving physical harm or **attempted** physical harm to a person.
  - Conviction involving offense or attempted offense involving or against a child.
  - Conviction involving offense or attempted offense against an elderly person, person with a disability, or Long Term Care Facility Resident.
  - Conviction for an offense or attempted offense related to or involving use of firearm.
  - Conviction for an offense or attempted offense involving drugs.
  - Conviction for an offense or attempted offense involving fraud, identity theft, financial exploitation, computer tampering, deceptive practices, forgery or theft.
  - Conviction for an offense related to reckless driving, OVI/DUI or reckless homicide while operating a motor vehicle.
- Within the past ten years
  - Felony conviction of any type.
  - Any suspension or revocation of driver's license that is driving related, in any jurisdiction.

- Within the past five years
  - Conviction for **any** traffic crime (including, but not limited to; driving under the influence, reckless driving, attempting to elude a police officer, leaving the scene of an accident).
  - Greater than ten traffic infractions.
  - Greater than five serious traffic infractions.
  - Greater than five motor vehicle accidents.
  - Any combination of serious traffic infractions and accidents (i.e. two accidents and three moving violations).
- Within the past 12 months
  - More than two serious traffic infractions of ANY kind.
  - More than four traffic infractions of ANY kind.
  - More than three motor vehicle accidents.

Driving record verification must consist of a three-year personal driving record check and a three-year commercial or business driving record check, or a five-year combined check. Out-of-state driving records must be reviewed if a driver has not been a resident of Illinois for all of the past ten years, or a driver held an out of state driver’s license during the past ten years.

#### **ADDITIONAL STAFF SCREENING**

All Transportation Provider staff providing service to First Transit under the Agreement, must also undergo exclusion screenings. This includes owners, management, supervisors, billing, office staff, drivers and attendants. These individuals must:

- Not be listed as an excluded persons on the U.S. Department of Health and Human Services, Officer of Inspector General (OIG)’s List of Excluded Individuals and Entities (LEIE) currently available on the website <http://exclusions.oig.hhs.gov/>.
- Not be listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” currently found at <https://www.sam.gov/portal/public/SAM/>.
- Not be listed on the Illinois Department of Healthcare and Family Services Public Aid (HFS) Office of Inspector General (OIG) List of Terminated/Suspended Providers and Barred Individuals.
- Not be listed on list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>.

Transportation Provider will ensure it reruns and documents these screenings, which are free at the websites listed above, on a **monthly** basis.

#### **DRUG TESTING**

Transportation Providers must additionally establish a drug-free workplace policy statement and a substance abuse management and testing program. This testing must be performed prior to hire, on a random basis, after an accident, whenever reasonable suspicion is found, as well as annually. Testing

will include a ten (10) panel drug screen, which shall mean a urine based drug test that screens for the use of Amphetamines, Barbiturates, Benzodiazepines (including Valium, Restoril, Xanax and Librium), Cocaine, Methadone, Methaqualone, Marijuana, Opiates and Phencyclidine (PCP), and Propoxyphene (Darvon).

## DRIVER'S LICENSE

Drivers must have an appropriate and valid state driver's license and at least two (2) years of continuous driving experience in the United States.

A driver who receives a notice of license suspension, cancellation or revocation must inform their Transportation Provider of the contents of the notice immediately, or no later than the end of the business day after receiving the notice. Transportation Provider must notify First Transit in writing within one (1) business day.

First Transit reserves the right to submit requests for information to various state Department of Motor Vehicles (DMV) on certain or all drivers used in the network.

## TRAINING

Transportation Providers must train their employees in the understanding of NEMT services in general, its reporting forms, vehicle operation, requirements for fraud, abuse reporting and the geographic area in which Provider will provide service. All employees must be trained in the understanding of service expectations set forth in the Transportation Service Agreement and this Provider Manual. Provider must be trained in understanding established procedures for providers and drivers in the event that the Participant needs emergency care during the ride.

In addition, Transportation Provider's entire staff must undergo the following training prior to Transportation Provider accepting or performing services for First Transit:

- HIPAA Privacy and Security Training (TP19) HIPAA training is required upon hire and on an annual basis. Such training is required for the Transportation Provider's entire workforce including office staff, executives, management and drivers. First Transit offers a HIPAA Training module at <http://www.firsttransitproviders.com>. Each employee is required to take and pass the HIPAA quiz. The Transportation Provider is to submit to First Transit a completed TP20 - Training Roster that lists the names of the employees trained and includes their signatures. The scored quiz is to be kept in the employee file and made available upon request.
- Fraud Waste and Abuse Training (TP20) Medicaid Fraud, Waste, and Abuse (FWA) training is required upon hire and on an annual basis. This training is required for Provider's entire workforce including office staff, executives, management and drivers. First Transit offers a FWA training module at <http://www.firsttransitproviders.com>. Each employee is required to take and pass the FWA quiz. The Transportation Provider is to submit to First Transit a completed TP20 - Training Roster that lists the names of the employees trained and includes their signatures. The scored quiz is to be kept in the employee file and made available upon request.
- Cultural Competency (TP21) Cultural Competency training is required upon hire and on an annual basis. This training is required for Provider's entire workforce including office staff, executives, management and drivers. First Transit offers a FWA training module at <http://www.firsttransitproviders.com>. Each employee is required to take and pass the Cultural Competency quiz. The Transportation Provider is to submit to First Transit a completed TP20 -

Training Roster that lists the names of the employees trained and includes their signatures. The scored quiz is to be kept in the employee file and made available upon request.

- Cultural Diversity (TP22) Cultural Diversity training is required upon hire and on an annual basis. This training is required for Provider's entire workforce including office staff, executives, management and drivers. First Transit offers a Cultural Diversity training module at <http://www.firsttransitproviders.com>. Each employee is required to take and pass the Cultural Diversity quiz. The Transportation Provider is to submit to First Transit a completed TP20 - Training Roster that lists the names of the employees trained and includes their signatures. The scored quiz is to be kept in the employee file and made available upon request.
- Code of Business Conduct (TP23) Code of Business Conduct training is required upon hire and on an annual basis. This training is required for Provider's entire workforce including office staff, executives, management and drivers. First Transit offers a Code of Business Conduct training module at <http://www.firsttransitproviders.com>. Each employee is required to take and pass the Code of Business Conduct quiz. The Transportation Provider is to submit to First Transit a completed TP20 - Training Roster that lists the names of the employees trained and includes their signatures. The scored quiz is to be kept in the employee file and made available upon request. In addition, the employee is to sign the Transportation Provider Employee Acknowledgement form after they receive the training. This form is to be kept in the employee file and must be available upon request.
- Reporting Abuse (TP24) Reporting Abuse training, pursuant to the requirements of Section 12 of the Transportation Service Agreement, is required upon hire and on an annual basis. This training is required for Provider's entire workforce including office staff, executives, management and drivers. First Transit offers a Reporting abuse training module at <http://www.firsttransitproviders.com>. Each employee is required to take and pass the Reporting Abuse quiz. The Transportation Provider is to submit to First Transit a completed TP20 - Training Roster that lists the names of the employees trained and includes their signatures. The scored quiz is to be kept in the employee file and made available upon request. In addition, the employee is to sign the Reporting Abuse Acknowledgement form which confirms that they have received and understand the training. This form is also to provide the Transportation Provider's primary contact for reporting suspected abuse. A copy of the form is to be given to the employee and a copy is to be kept in the employee file and must be available upon request.
- CMS - Medicaid NEMT Toolkit (TP26). The Centers for Medicare & Medicaid Services NEMT training is required upon upon hire and annually. This training is required for Provider's entire workforce including office staff, executives, management and drivers. At the time of publication of this manual, the CMS Training could be found at <https://www.youtube.com/watch?v=eT4sBtzdpEk&feature=youtu.be>. First Transit offers a link to this training on the <http://www.firsttransitproviders.com/> website. The Transportation Provider is to submit to First Transit a completed TP19 - Training Roster that lists the names of the employees trained and includes their signatures.
- CMS - Medicaid Medicaid Fraud, Waste, and Abuse (TP27). The Centers for Medicare & Medicaid Services Health Care Fraud and Program Integrity training is required upon upon hire and annually. This training is required for Provider's entire workforce including office staff, executives, management and drivers. At the time of publication of this manual, the CMS Training could be found at [https://www.youtube.com/watch?v=mDfl7a\\_t2jM&feature=youtu.be](https://www.youtube.com/watch?v=mDfl7a_t2jM&feature=youtu.be). First Transit offers a link to this training on the <http://www.firsttransitproviders.com/> website. The Transportation Provider is to submit to First Transit a completed TP19 - Training Roster that lists the names of the employees trained and includes their signatures.

- CMS – Medicare General Compliance Training (TP28). The Centers for Medicare & Medicaid Services Medicare Parts C and D General Compliance Training Web-Based Training Course is required upon upon hire and annually. This training is required for Provider’s entire workforce including office staff, executives, management and drivers. At the time of publication of this manual, the CMS Training could be found at <http://www.firsttransitproviders.com/wp-content/uploads/CMS-Medicare-General-Compliance-Training.pdf>. The Transportation Provider is to submit to First Transit a completed TP19 - Training Roster that lists the names of the employees trained and includes their signatures.
- CMS – Medicare Fraud, Waste, and Abuse (TP29). The Centers for Medicare & Medicaid Services Combating Medicare Parts C and D Fraud, Waste, and Abuse Web-Based Training Course is required upon upon hire and annually. This training is required for Provider’s entire workforce including office staff, executives, management and drivers. At the time of publication of this manual, the CMS Training could be found at <http://www.firsttransitproviders.com/wp-content/uploads/CMS-Medicare-General-FWA-Training.pdf>. The Transportation Provider is to submit to First Transit a completed TP19 - Training Roster that lists the names of the employees trained and includes their signatures. Understanding of service expectations set forth in the Transportation Service Agreement and this Provider Manual.
- Understanding established procedures for providers and drivers in the event that the Participant needs emergency care during the ride.

Drivers must complete the following courses within six months of the date of hire:

- Defensive Driving - All drivers must complete a Defensive Driving course within six months of hire. If the initial Employee Update Form did not include the date the employee took the Defensive Driving course, an updated form must be submitted showing completion within thirty (30) days of course completion or before the six month period elapses, whichever is sooner. A Certificate of Completion must be kept in the employee file and be made available upon request.
- First Aid and CPR - If the Driver takes a MedicarSafety training course that does not include First Aid, CPR, and blood spill procedures training, such training must be obtained within six months of the date of hire. If the initial Employee Update Form did not include the date the employee took the First Aid, CPR, and blood spill course, an updated form must be submitted showing completion within thirty (30) days of course completion or before the six month period elapses, whichever comes first. A Certificate of Completion must be kept in the employee file and be made available upon request.

Additionally, before allowing new drivers to drive unsupervised, Transportation Providers must train and test their drivers to demonstrate and ensure that each has adequate skills and capabilities to safely operate each type of vehicle or vehicle combination.

Transportation Providers must provide drivers with explicit instructional and procedural training and testing in the following areas as well:

- Safety and operational policies and procedures as set forth in the Transportation Service Agreement and Illinois Provider Handbook T-200.
- Briefing about the program, its reporting forms, and the geographical area in which they will be providing service.
- Operational vehicle and equipment inspections.
- Familiarization with vehicle equipment.



- Basic operations and maneuvering.
- Boarding and alighting passengers.
- Operation of wheelchair lift and other special equipment and driving conditions.
- Defensive driving.
- Passenger assistance and securement.
- Awareness and handling of emergency and security threats.
- Epi pen use.

Transportation providers must also provide their drivers with written operational and safety procedures addressing the following:

- Communication and handling of unsafe conditions, security threats and emergencies.
- Familiarization and operation of safety and emergency equipment, wheelchair lift equipment and restraining devices.
- Application and compliance with applicable federal and state rules and regulations
- Procedures for reporting abuse and neglect.

## **HOURS OF EMPLOYMENT**

From time to time, First Transit may request each vehicle driver's status, including the total days worked, on-duty hours and the time of reporting on-and-off duty each day. These reports should reflect adherence to the following guidelines:

- A driver's work period starts when they report to the Provider for duty.
- Transportation Provider must abide by the applicable federal, state and local labor and employment laws, including breaks and meal periods, on duty limitations and consecutive hours guidelines.
- Drivers must not be allowed to drive if they are impaired by fatigue, illness or other causes that make beginning or continuing driving unsafe.

## **OTHER DRIVER REQUIREMENTS**

Provider shall ensure that its drivers and attendants abide by the following State or federal statutes and regulations:

- 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.
- No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Participants.
- 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.
- No drivers or attendants shall solicit or accept money from Participants.
- No drivers or attendants shall wear any type of headphones while on duty.
- During performance of Transportation Services, mobile telephones may only be used in in regards to the service 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.

Additional Driver requirements include:

- Drivers must speak English. To best serve the needs of our client population, First Transit strongly encourages the utilization of drivers who speak additional languages including Americal Sign Language.
- Drivers must have visible, easily readable proper identification while on duty which must include their name, the name of their company, and the company's phone number.
- Drivers must never use alcohol, narcotics, illegal drugs, prescription drugs and/or over the counter medication, that impair their ability to perform their duties.

## VEHICLES

As part of the application process, Transportation Provider must provide First Transit with a detailed vehicle list. Providers are to submit the TP07 - Fleet Roster form with their application. Only vehicles on this list may be used for any service provided to Participants. This list must be updated continually and resubmitted any time a change occurs such as adding a vehicle, updating information about a vehicle (such as registration updates), or when a vehicle is removed from service. Regardless of such changes a fully current TP07- Fleet Roster form is to be submitted every January 1<sup>st</sup> and July 1<sup>st</sup>. Provider may utilize only its own leased or owned vehicles and shall not sublet, subcontract or arrange for transportation under this agreement from any third party.

Each vehicle is subject to an initial and bi-annual inspection by First Transit as well as interim inspections as required by First Transit or Client at its sole discretion. All vehicles must be made available to First Transit, Client or its agent(s) for inspection at any time. **Inspections performed by First Transit do not replace or excuse the Transportation Provider from obtaining vehicle safety inspections as required by state or local law and/or ensuring vehicle safety.**

Vehicles must meet federal, state, local and manufacturer's safety and mechanical operating and maintenance standards for the vehicle. Transportation Provider shall submit an annual safety and security certification in accordance with state law and shall submit to any and all safety and security inspections and reviews in accordance with state law. Transportation Provider shall submit the results of such certification to First Transit and notify First Transit immediately and in writing if any vehicle used to provide service under its Transportation Service Agreement with First Transit should fail such certification.

All vehicles to be used to provide transportation services under this Agreement shall, if required, have and display proof of any required vehicle safety inspections pursuant to applicable federal, state or local laws and regulations. Proof that each vehicle has successfully completed such inspection shall be provided to First Transit upon request.

Vehicles used shall be either medical carriers as defined in the Illinois Vehicle Code (625 ILCS 5/1-142.1) or regular passenger vehicles. Medical carrier vehicles shall have sufficient interior space for Participants who are in wheelchairs with elevated leg rests.

Provider shall comply with the appropriate federal, state and local transportation safety standards regarding passenger safety and comfort. Provider shall ensure that every vehicle operating in connection with the Transportation Service Agreement is in first class operating condition and shall be maintained in this condition throughout the life of the Agreement.

Vehicles must have proper permits and licenses to operate within the area to deliver services required by the Agreement or the Illinois Provider Handbook T-200.

Any vehicle found non-compliant with the applicable inspection standards, Illinois licensing requirements, safety standards, Illinois 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 re-inspection before it may be used to provide transportation services for Participants under the Agreement.

Additionally, First Transit reserves the right to inspect the vehicles and require that a vehicle be taken out of service if it, in First Transit's or Client's opinion, does not meet any of the standards in this Manual, Illinois Handbook T-200, or the Transportation Service Agreement.

Transportation providers must ensure the comfort and safety of the members being transported by properly maintaining their vehicles to the following standards (not all-inclusive):

### **Interior of the Vehicle**

Provider shall ensure that every vehicle operated in the state in connection with the Transportation Provider Agreement is maintained for the comfort and safety of the Participants. The vehicles shall meet the following requirements:

- The interior must be clean and well-maintained. It must be free of dirt, grime, grease, oil, trash, torn upholstery, broken mirrors or windows, major dents, material paint damage, torn upholstery, torn or damaged floor or ceiling coverings, unsecured items, damaged or broken seats, protruding metal or other objects or materials which would soil items placed in the vehicle or provide discomfort to the member. Cosmetic defects are to be repaired promptly.
- The following must be posted and clearly visible:
  - "No Smoking" signage
  - Name and phone number of the Transportation Provider prominently displayed within the interior and clearly identified on both the side panels/windows in full view.
  - Vehicle number (if applicable)
  - First Transit's phone number (for complaint filing)
  - Photo identification of the driver

### **Equipment**

The following items must always be in operating condition:

- If the vehicle is legally required to provide safety belts, safety belts for all size passengers and at least one seat belt extender must be in operable condition.
- Side and rear view mirrors, which will include at least two exterior rear view mirrors, one on each side of the vehicle as well as one interior mirror for monitoring the passenger compartment.
- A working horn
- Working turn signals, headlights, taillights and windshield wipers
- An accurate, operating speedometer and odometer
- A two-way communication system to link all vehicles to Provider's place of business. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.

- Wiring and battery
- Service and parking brakes
- Heating and air conditioning systems

The following safety equipment must be present and operable in the vehicle:

- First Aid kit
- Fire extinguisher
- Roadside reflective or warning devices
- Chains or other traction devices (when appropriate)
- Disposable gloves
- "Spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer. This includes an appropriate means to handle blood borne pathogens.
- At least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.
- Functioning flashlight
- Ice scraper
- Accident report forms and waivers
- All equipment necessary to transport Participants using wheelchairs or stretchers if the Provider uses the vehicle for these modes of transport.
- Onboard vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.

Other equipment may need to be present and functioning depending on the type of vehicle.

### **Individuals with Disabilities**

Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) and Department of Transportation regulations, as and if applicable for the type of vehicle utilized by Provider.

### **Maintenance**

Vehicles must meet federal, state, local and manufacturer's safety and mechanical operating and maintenance standards for the vehicle. All vehicles and equipment must be maintained and operated in accordance with the manufacturers' federal and state safety and mechanical operating and maintenance standards.

Upon the request of First Transit, Transportation Provider will submit bi-annual records to First Transit documenting the maintenance performed on each vehicle, including routine maintenance and major repairs (i.e., brake system, transmission, electrical system, etc.).

Transportation providers must abide by the following maintenance guidelines:

- Providers must establish and maintain preventive maintenance policy and procedures as well as a schedule that includes, at a minimum, the schedule recommended by the vehicle's manufacturer
- Providers must ensure that all vehicles and their parts and accessories which may affect the safety of vehicle operation, are regularly and systematically inspected, maintained and lubricated in accordance with the standards developed and established according to the vehicle manufacturer's recommendations and requirements

- Providers must establish a recording and tracking system for the inspections, maintenance, and lubrication intervals, including the date or mileage of when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.
- Providers must maintain written documentation of preventive maintenance, regular maintenance, inspections, lubrication and repairs performed for each vehicle. These records must be kept for ten (10) years and include, at a minimum:
  - Identification of the vehicle, including make, model and license number or other means of positive identification and ownership.
  - Date, mileage, type of inspection, maintenance, lubrication or repair performed, and a description of each.
  - If not owned by Provider, the name of any person or lessor furnishing any vehicle.
  - The name and address of any entity or contractor performing an inspection, maintenance, lubrication or repair.

#### DRIVE AND VEHICLE STANDARDS WHILE TRANSPORTING THE MEMBER

- Drivers must always identify themselves by name and company, unless the driver transports the member on a recurring basis.
- Drivers must provide members with dignified boarding assistance to the seating portion of the vehicle. This includes opening the vehicle door, fastening the seat belt or using the wheelchair securement devices, storing mobility devices and closing the vehicle door. They may not assist wheelchair passengers up or down more than one step unless it can be performed safely as determined by the member, guardian and driver.
- Drivers must ensure adequate seating space for the member and attendant(s). The vehicle must not transport more passengers than the registered seating or standing capacity at any time.
- Drivers must not operate a vehicle with passenger doors in the open position or a vehicle with inoperable passenger doors, when members are on board. The doors must not be opened until the vehicle comes to a complete stop.
- Drivers, attendants and participants must wear seat belts at all times.
- Participants must not be allowed to stand on vehicles not designed for that purpose.
- The vehicle must not be refueled in a closed building or when members are on board.
- Livery and wheelchair services must be door-to-door. For all wheelchair clients serviced from a healthcare facility, services must be from facility to office.
- Driver and/or attendant shall reasonably assist the participant from their residence to the vehicle and deliver them to the specific location designated on the log slip issued to the Transportation Provider.
- Participants may not be transferred from one vehicle to another vehicle while being transported except in the case of mechanical breakdown, accident or similar emergency, in which case Transportation Provider shall immediately notify First Transit.
- Vehicles shall be parked so that the participant does not have to cross streets to reach the entrance of the destination.
- Vehicle may not be left unattended with a participant aboard for longer than five (5) minutes. Parking or holding brake must be set any time the vehicle is left unattended. **Participant shall never be abandoned in a vehicle.**
- Vehicles shall not be left unattended in an unsafe condition with participant(s) aboard at any time.

- All drivers and attendants shall be courteous, patient and helpful to all participants and be neat and clean in appearance.
- Smoking, eating and drinking are prohibited in any vehicle, except in cases in which, as a medical necessity, the participant requires fluids or sustenance during transport.
- Drivers must not place calls or texts at any time during transport unless safely parked.
- Smoking shall not be permitted in the vehicle at any time. All vehicles shall post “no smoking” signs on the interior of vehicles, which are easily visible.
- The driver must allow free transportation of the following items for the member, provided they can be carried by the passenger and/or driver and can be stowed safely on the vehicle:
  - Wheelchairs
  - Secured oxygen
  - Personal assistive devices
  - Intravenous devices
- Temperature shall be maintained for the comfort of the participant

## **INSPECTIONS**

Throughout the contract period and at intervals determined by First Transit, each vehicle reported by the Provider for use in transporting members will be inspected. These inspections include those performed by drivers, those performed by individuals certified by the state and those performed by First Transit upon initiation of the Provider’s participation in the program and at other times as deemed necessary by First Transit.

### **Daily Pre-trip Inspections**

Drivers are required to perform daily pre-trip inspections of the vehicles used to transport members to ensure that the following are in safe condition and good working order:

- Service brakes
- Parking brakes
- Tires and wheels
- Steering
- Horn
- Lighting devices
- Windshield wipers
- Rear vision mirrors
- Passenger doors and seats
- Exhaust system
- Equipment for transporting wheelchairs
- Safety, security and emergency equipment

Transportation Providers must provide their drivers with either their own reporting form or the *Vehicle Inspection Checklist* in Appendix B, to document their daily inspections and submit them to the

Transportation Provider for daily review. These inspection forms must be released to First Transit upon request.

Drivers must report any defects or deficiencies that could affect safe operations or cause mechanical malfunctions to the Transportation Provider who will take and document any applicable corrective actions. Records of all inspections and documentation for these corrective actions must be recorded and retained for ten (10) years.

### **First Transit Inspections**

Prior to commencement of transportation services, and at other times deemed necessary by First Transit, a qualified First Transit employee will inspect vehicles for compliance with the required safety devices and equipment, such as:

- Horn
- Windshield wipers
- Mirrors
- Wiring and battery(ies)
- Service and parking brakes
- Warning devices
- Directional signals
- Hazard warning signals
- Lighting systems and signaling devices
- Handrails and stanchions
- Standee line and warning
- Doors and interlock devices
- Stepwells and flooring
- Emergency exits
- Tires and wheels
- Suspension system
- Steering system
- Exhaust system
- Seat belts
- Safety equipment
- Equipment for transporting
- Wheelchairs

First Transit's inspection reports will include:

- Identification of the Transportation Provider
- Date of inspection
- Identification of the vehicle inspected
- Identification of the equipment and devices inspected and what was found deficient or defective.

- Identification of the corrective actions for the deficient or defective items and the date of completion of those actions.

Spot inspections will take place at times and locations determined by First Transit, taking into consideration the Transportation Provider’s work load whenever possible.

Reports from clients, medical facilities, medical personnel, state agencies, etc. of problems with the Provider vehicles used in the program may prompt a request for inspection as soon as possible. Non-compliance of the request will result in reduction or removal of trips to the Provider until a satisfactory inspection has been completed.

Inspection Results:

<b>Pass</b>	Continue to use the vehicle
<b>Re-inspect</b>	Fix the minor infraction and continue to use the vehicle and have the vehicle re-inspected on or before the date indicated on the inspection form
<b>Fail</b>	Vehicle must remain out of service until the infraction is fixed and the vehicle is re-inspected

Unfavorable inspection results as noted by First Transit may be satisfied by submitting a current inspection document issued by the governing agency (i.e. Department of Transportation or Office of Emergency Management Services), appropriate for the particular vehicle. If no documents are available, the Provider may fix the issues and schedule a follow-up inspection with First Transit.

During the Inspection, providers may be required to provide written documentation of each vehicle’s preventive maintenance, regular maintenance, inspections, lubrication and repairs.

**RECORDS AND REPORTS**

**Daily Reports**

- Drivers must submit a daily vehicle inspection report to the Transportation Provider for any vehicle that is to be used to transport members in the program. These reports are subject to inspection by First Transit. See pages 21-22 for more details on these daily inspections.
- Upon completion of a ride to a member, drivers must also complete the trip log information section on the Transportation Order (discussed under the Procedures section for Performing Rides).
- Provider shall provide First Transit a daily report of any scheduled transportation that results in a passenger “no show,” cancellation, late pick up and a reason, and other detail as requested by First Transit. All “no shows” must be reported within 24 hours.
- Provider shall notify First Transit, within two hours, of any motor vehicle accident occurring with Participants on board.
- Provider shall provide First Transit a daily report of any scheduled transportation where any of the following occurred.
  - Passenger could not show or refused to show identification.



- Passenger is suspected of using NEMT services for non-medical transportation.
- Passenger's service level needs do not match the service level indicated by First Transit.
- Provider shall immediately report to First Transit in writing any suspected fraud or abuse of Non-Emergent Medical Transportation Services.
- Provider shall immediately report to First Transit in writing the issuance of a traffic citation to any of its Drivers and the outcome thereof. Provider agrees that this information may be shared by First Transit with its Client.

#### **Bi-annual Reports**

- On January 1<sup>st</sup> and July 1<sup>st</sup> of every year Transportation Provider will submit the following reports to First Transit.
  - Certified abstract of every driver's record issued by the Illinois Secretary of State.
  - Certification that each driver meets the guidelines of the Transportation Service Agreement, this Manual and the Illinois Handbook T-200.
  - Copies of licenses and certificates established by the Illinois Department of Transportation or other government body of competent jurisdiction to regulate provider's services.
  - Complete Employee List and supporting documentation.
  - Complete Vehicle List and supporting documentation.

Transportation providers must maintain the following records for at least ten (10) years:

- Records of driver background checks and qualifications.
- Detailed descriptions of training administered and completed by each driver.
- A record of each vehicle driver's duty status, which includes total days worked, on duty hours, driving hours and time or reporting on and off duty each day.
- Any documents required to be prepared by the contract.

#### **Reports**

At any time, First Transit may request Transportation Provider to provide a reports to verify Transportation Provider's compliance with the terms and conditions of the Agreement, this Manual and/or applicable laws, rules or regulations. Additionally, Transportation Provider may be requested to provide reports and documentation to support the fees, charges, and/or mileage.

## **RESPONSIBILITIES AND SERVICE STANDARDS**

Professional, prompt and courteous service is of the highest priority to the Client and First Transit. Services provided by Transportation Provider must meet the standards of timeliness, efficiency and customer service described in the Transportation Provider Service Agreement and this Manual. To further promote professional, prompt and courteous service, First Transit will periodically solicit participant assessment of Transportation Provider services and will actively address with Transportation Provider concerns raised by the Participants.

#### Responsibilities and Requirements of Transportation Provider:

- Services shall be available at all times, 24 hours a day, including evenings, weekends and holidays unless otherwise agreed upon service times.
- Transportation Provider shall be equipped to utilize on-line trip assignment and reconciliation program within 30 days of written notice of requirements. This may include viable high speed connection (100k or better) to the Internet, software name and version to access the Internet, and maintenance of the connection, software and hardware.

- Transportation Provider will maintain sufficient staffing and vehicle capacity to deliver timely transportation services for trip assignments accepted by Transportation Provider. Provider shall maintain in fully operational status the number of vehicles it proposed at the execution of the Transportation Services Agreement as well as sufficient number of drivers to operate such vehicles. Provider shall notify First Transit if the number of vehicles or staffing levels are reduced to the extent that it threatens timely performance of services under the Agreement.
- Provider shall notify First Transit as soon as possible of an accepted trip that provider is unable to complete. Notification shall be through mutually agreed upon on-line system, fax or telephone call.
- Provider shall fully cooperate with First Transit, the State of Illinois and any of its agencies, the Federal Government and any of its agencies during any investigation of suspected program fraud and/or abuse. Such cooperation shall include prompt response to reasonable requests for information and documentation.
- Provider shall meet all insurance, licensure and certification requirements and the non-emergency transportation requirements established by the Illinois Department of Transportation or other government body of competent jurisdiction to regulate provider's services.
- Provider shall deliver transportation services in any part of a region or other defined service area for which they have agreed to provide service.
- Provider shall not sublet, subcontract, or arrange for transportation for any calls assigned to them except as otherwise provided in the Agreement.
- Provider shall make available to First Transit upon request, all drivers logs with information.
- Provider shall supply First Transit with dedicated phone numbers for a management representative at their Dispatch Center and a working fax number.
- Providers must attend an orientation or adequate oversight as designated by First Transit, to ensure that the requirements of the Client Contract are understood so that the needs of the participants are met.
- Provider's habitual late or missed pick-ups may result in trip reduction and/or termination of the Transportation Service Agreement.
- The Provider understands and agrees that the participant has the right to cancel use of the Provider's Transportation Service if the Provider's vehicle arrives at the residence after the appointment time with no charge to First Transit, the Client or the Participant.

#### **Service Standards**

- Providers are required to pick-up passengers within 15 minutes before or after scheduled pick-up time or within 45 minutes of a "will call" pick up arrangement upon receipt of request. Provider shall pick up participants on all "will call" return trips within 45 minutes from receipt of participant request for return transportation.
- Provider shall attempt to deliver the participant to scheduled medical appointments within fifteen (15) minutes of the medical appointment time as standard practice, conversely, 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 before the opening time of a medical office or facility or earlier than one (1) hour prior to their scheduled appointment time.
- Provider shall ensure that Participants are picked up at pre-arranged times for the return trip if the medical service provider follows a regular schedule. However, Transportation Providers are not guaranteed the return trip. All legs of each trip must have a valid Trip ID assigned by First

Transit. The prearranged times may not be changed by the Transportation Provider or the driver without prior permission from First Transit. Provider's timely delivery of participants to scheduled medical appointments may be included as a measure of on-time performance.

- For same day hospital discharge reservations, First Transit shall call Provider and Provider shall pick-up Participants at the agreed upon time.
- Participant with 8:00 A.M. appointment times shall not be picked up prior to 6:00 A.M.
- Providers are encouraged to attempt to confirm the scheduled pick-up time with the Participant prior to the scheduled pick-up.
- Driver shall make their presence known to the Participant upon arrival at the pick-up address and must wait an appropriate time given the situation, up to (15) 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 and First Transit before leaving the pick-up location and document such "no show" in its trip logs. Transportation Providers must notify First Transit immediately of all no shows and document such no shows in writing to First Transit within twenty four (24) hours.
- Provider shall not be required to wait more than fifteen (15) minutes after the scheduled pick-up time for a client, provided reasonable attempts have been made to contact Participant.
- If a Participant is being transported to their residence after being discharged, the Provider shall also transport the Participant's belongings and deliver those belongings to that person's residential entrance.
- The Provider understands and agrees that the Participant has the right to cancel use of the Provider's transportation service if the Provider's vehicle arrives at the residence after the appointment time with no charge to First Transit, the Client or the Participant.
- Provider shall notify First Transit of any conditions, which may result in delays to a participant's scheduled trips (i.e., accident, mechanical breakdown, etc.).
  - If a delay of thirty (30) minutes or more occurs in the course of picking up scheduled riders, Provider must attempt contact waiting Participants at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact First Transit.
- No Participant in a multi-load vehicle shall remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
- Provider shall transport no more persons than previously authorized by First Transit. No charge shall be made for any additional passengers, such as companion, parent of minor child, etc.
- The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
- All vehicles must properly utilize approved child safety seats when transporting children in accordance with Illinois laws and regulations.
- 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. First Transit shall instruct Provider when an assistant is appropriate for a Participant. If such attendant is not an employee of Transportation Provider ("Employee Attendant"), Transportation Provider must permit attendant to be transported with the rider at no extra charge. If an individual requests an attendant that has not been noted by First Transit, Transportation Provider will immediately contact First Transit for instructions.

- A Parent of a minor Participant may accompany the child regardless of parent's age. Provider must allow service animals in the vehicle, as needed. However, other animals shall not be allowed on board the vehicle.
- 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 First Transit, and request assistance.
- All drivers shall contemporaneously document the following information:
  - Provider name
  - Provider ID number
  - Vehicle license number
  - Driver's name
  - Driver's signature
  - Names of Participant(s) transported
  - Participant's ability to show current and valid identification card (if Participant is unable or refuses to provide identification, driver shall mark the trip as No Identification Provided ("NIP")).
  - No show indicator, if applicable
  - Actual arrival time at pick-up point
  - Actual arrival time at drop-off point
  - Date of service
  - Name of attendant (if any)
  - Any other pertinent information regarding completion of trips.
- If providing transportation to more than one Participant at a time, each Participant must have an individual record of the above information. Transportation Provider may not refuse transportation based on Participant's refusal or inability to show Identification.

## KEY PERFORMANCE INDICATORS

Timely, efficient and reliable NEMT transportation is crucial to Participants, Clients and First Transit. All Participants are traveling to necessary medical appointments, which makes late or missed trips unacceptable. To ensure quality standards are met, Transportation Providers are expected to meet Key Performance Indicators surrounding On Time Pick-Ups and Drop-offs as well as Missed Trips.

### On Time Pick-Ups

On time performance of scheduled pick-ups shall be the standard practice. Transportation Provider must ensure at least 90% on time pick-ups for Participants. "On time pick up" means at the scheduled pick-up time or up to **fifteen (15)** 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 (15)** minutes after the scheduled pick up time is considered a "late pick-up".

### On Time Drop-Offs

On Time performance of scheduled drop-offs shall be the standard practice. Provider must ensure that at least 90% on time drop-offs for Participants. Arriving at or departing from the required location in excess

of thirty (30) minutes from the scheduled time or any arrival after the Participant's appointment time will be considered a "late" drop off. A late drop off shall not include a Participant caused delay documented and verified on the Provider's trip sheets. First Transit shall have final determination as to whether a delay was caused by Participant and therefore excused. First Transit shall notify Provider in writing that a trip was considered an unexcused late response.

Based on input from healthcare facilities, First Transit reserves the right, in its sole discretion, to measure on-time drop offs of Provider by reference to the on-time delivery of the Participants to their medical appointment.

If in any month more than 10% of Provider's total trips are considered unexcused "late" drop offs by First Transit, then First Transit shall be entitled to take as a liquidated damage a credit in the amount of 10% of the total invoices for applicable month. Such credit shall be taken against any unpaid Transportation Provider invoices. If there are no unpaid invoices, Transportation Provider will be billed for such liquidated damaged by First.

### **Missed Trips**

Provider shall ensure 1% or less missed trips per month. A missed trip is defined as trips are accepted by Provider but are not met and which had to be rescheduled to another provider.

### **Corrective Action Plans**

Failure to comply with a Key Performance Indicators or the Standards of Service set forth in this Manual or the Transportation Provider Service Agreement may result in Provider being asked to develop a Corrective Action Plan (CAP). Failure to submit a timely satisfactory CAP and/or failure to make the necessary improvements may constitute a material breach of the Service Agreement.

# PROCEDURES

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Following are the procedures that transportation companies must follow in order to become a contracted Transportation Provider, transport members for First Transit and finally submit and receive payment for their services. Failure to abide by these guidelines may result in termination of their Transportation Service Agreement with First Transit.

Please note:

- Post-approval is NOT allowed for this program. All transportation requests MUST be processed and approved by First Transit prior to the transportation services. Providers who receive requests from the members instead of First Transit and provide these non-approved services will not be remunerated for such services. This policy applies even to transportation that takes place after hours.
- First Transit has an afterhours answering service that will forward certain requests to an on-call First Transit manager. Once and only if, the First Transit manager approves the afterhours request, will the provider be able to provide the transportation prior to receiving the transportation order on the following business day.
- Members must book their transportation requests through First Transit and resolve any issues or make any changes directly with First Transit. Transportation providers must only transport the member to and from the addresses listed on the *Transportation Order*. If the doctor's office requests the member to go see a second doctor's office, the Provider must contact First Transit for approval and to update the *Transportation Order*. First Transit will **not** cover unauthorized trips to the store, pharmacy, or any other non-medical location. First Transit will cover trips to the pharmacy after a scheduled appointment providing the prescription is ready for pickup.

## 1. BECOME A TRANSPORTATION PROVIDER

There are several steps that must be followed by a Transportation Provider in order to become a contracted Provider for First Transit:

Step 1) Complete and submit all necessary documentation to First Transit:

A signed Transportation Provider Service Agreement the following forms which can be found on the First Transit Transportation Provider website:

<http://www.firsttransitproviders.com>

- TP01 Company Profile
- TP02 Copy of Business License
- TP03 Copy of DBE Certificate or Letter, if appropriate
- TP04 Certificate of Insurance
- TP05 Employee Roster
- TP06 Employee Update Form
- TP07 Fleet List
- TP08 Pricing List / Payment Terms
- TP09 Vendor Maintenance Form

- TP10 W-9
- TP11 ACH Form
- TP12 Technology Agreement & Users
- TP13 Ownership and Control Form
- TP14 Disclosure of Lobbying
- TP15 Service Agreement
- TP16 Fraud, Waste, and Abuse Policy
- TP17 Medicare Advantage Program Requirements
- TP18 Compliance Attestation - Policies and Training Form
- TP19 HIPAA Training - Training Roster
- TP20 FWA training - Training Roster
- TP21 Cultural Competency - Training Roster
- TP22 Cultural Diversity - Training Roster
- TP23 Code of Business Conduct - Training Roster
- TP24 Reporting Abuse - Training Roster
- TP25 CMS NEMT Toolkit - Training Roster

Step 2) Contact First Transit to arrange for an initial vehicle inspection visit. On this visit, a First Transit employee will request licensing and insurance certificates and the following basic information:

- Name of the Provider
- Name of the contact person
- Phone number
- Fax number
- Email address
- Mailing address
- Total number of vehicles for each category of service or level of transportation.
- A description of the counties or areas of work
- The hours of operation

Additionally, on this visit, and whenever the Transportation Provider wishes to add\* a vehicle to program, First Transit will require a completed TP07-Fleet Roster Form which contains the following information regarding the vehicle(s):

- Vehicle number
- Vehicle identification number (VIN) assigned by the manufacturer
- Plate number assigned by DOT or other agency
- Type of plate – livery, L plate, taxi, ambulance, etc.
- Make
- Model
- Odometer
- Year of manufacture
- Type of vehicle – sedan wheelchair, ambulance
- Livery capacity
- Wheelchair capacity
- The day and time available

## 2. ACCEPT MEMBER RIDES

Once the Transportation Provider is enrolled with First Transit, and has passed all inspections, the provider is eligible to receive trips.

Step	Description
Step 1	First Transit is contacted and books Participant's transportation request.
Step 2	First Transit will contact the Transportation Provider and offer ride(s) by sending transportation orders via fax or email. The transportation order will contain PHI including Contact Information and Pickup/Drop Off Addresses. Each trip will also include a Prior Authorization # associated with individual trips.
Step 3	The Transportation Provider can reject or accept the ride. By accepting the ride however, they become bound by the agreement to follow through on the transport. If the Provider reject the ride(s), First Transit will contact other Providers until a provider has been found or we have exhausted our options. Transportation Provider must notify First Transit more than 24 hours in advance of a trip's start time of its rejection of such trip, except in cases that the trip is transmitted with less than 24 hours notice. Provider acknowledges that failure to provide such notice shall constitute final acceptance of, and responsibility for, the trip assignment.

If a Provider accepts a ride but fails to complete it, without the required prior notice to First Transit and a valid reason, the Provider will not only lose payment on the ride but may also be terminated from the program.

Because of this, it is vital that Transportation Providers maintain immediate communication with First Transit for any issues that may arise, such as their inability to follow through on a ride. Transportation Provider may contact First Transit, 24 hours a day by phone on the Provider Line at (630) 403-3215 or via text at (630) 332-3255. Some valid reasons are: the member is not at home, will not enter the vehicle, is being abusive, the order was cancelled or the driver encountered unexpected vehicle malfunctions.

We understand that First Transit may not be the only source of business for the Provider. At the same time, First Transit is not obligated nor committed to purchase any specific amount of services from a Transportation Provider. Rides are offered and assigned to Providers as deemed appropriate, at our discretion, to promote the goals of First Transit and the interest of our Clients and Participants. If the Transportation Provider would like to be considered for a higher volume of rides or if they will have a



temporary period of time of increased availability, by contacting with First Transit daily, they can greatly enhance the ride distribution process.

### **3. CONTACT THE PARTICIPANT**

Prior to transporting the member on the date of service, the Transportation Provider must contact the Participant at the number listed on the *Transportation Order* and inform them at what time they are to be ready for the pickup. The Transportation Provider must also instruct the Participant to contact First Transit for any changes or issues so that we can either fix the issue with the Transportation Provider or search for an alternative solution.

It is vital that Transportation Providers contact First Transit with any issues that may arise while picking up or transporting the Participant. **Note:** *First Transit does send out an automatic reminder call the night before at 6:00 P.M. CST to inform the passenger of the pickup time and the name of the transportation provider. We also encourage the member to cancel at that time to avoid any possible no shows. However, we still recommend contacting the passenger to confirm the trip.*

### **5. TRANSPORT THE PARTICIPANT**

#### **Step 1) Perform a Daily Inspection**

On the date of the appointment, the driver must perform a daily inspection on the vehicle to be driven as detailed on the inspections on page ten.

#### **Step 2) Arrive on Time**

Transportation Providers must be on time for all trips as stipulated by First Transit or incur in liquidated damages and/or termination of their Provider Service Agreement and this Manual. See the Key Performance Indicators and Service Standards for additional information.

#### **Step 3) Request Proof of Identity**

Upon pickup and before loading, the driver should request proof of identity from the Participant in the form of official state identification or their Medical card. If the Participant cannot show, or refuses to show, such identification, Transportation Provider must inform First Transit within 24 hours of the trip. No trip shall be denied due to participant refusal to show such identification.

#### **Step 4) Transport the Participant**

#### **Step 5) Obtain the Participant's Signature**

After transporting the member, the driver should request to have the member sign the *Transportation Order* testifying that the transport took place, where appropriate. First Transit can provide a sample *Transportation Order* or approve the use of the provider's existing form.

#### **Step 6) Complete and Sign the Transportation Order**

Soon after the trip takes place, the driver must complete the second part of the *Transportation Order*, including:

- The exact pickup and drop off time of each leg.
- The license plate number of the vehicle used for the transport.
- The driver's name.
- The signature and date of the Transportation Provider asserting that the information is correct and that a daily safety inspection and trip log has been complete.

The transportation logs should be kept for a period of six months following the trip date. First Transit will be conducting an audit of 5% of the trips each month and will require these documents to be produced.

## 6. SUBMIT THE TRANSPORTATION ORDER FOR PAYMENT

Transportation Providers must fax complete transportation orders to (630) 873-1440.

Transportation Providers may not bill for any "no-shows," and may not bill First Transit's Client or any Rider for any trips associated with the Transportation Provider's agreement with First Transit. Additionally, Transportation Providers may not bill for any services until after it is complete.

**Billing for canceled trips and no loads is not allowed.** All trips must contain the First Transit provider Prior Authorization # (PA) in order to receive payment. Any trip that does not have a correct PA # will be denied until one can be provided.

## ONGOING TRANSPORTATION

Some types of recurring transportation can be booked six months at a time with the use of First Transit's *Standing Prior Approval (SPA)* form (see Appendix D).

First Transit may contact a Transportation Provider to offer a Standing Order Request. If the Provider accepts the order, it becomes expected that they will be able to provide the transportation to the member for every trip listed on the order, even if they fall on a weekend or holiday. If the Provider foresees they will not be able to provide one or more of the trips, they must decline the order so that First Transit can assign it to a different Provider who can.

## INCLEMENT WEATHER DELAYS AND CANCELLATIONS

Transportation Providers understands that weather in Chicago is dynamic and subject to significant cold and snow. Cancellations due to inclement weather are extremely rare and Transportation Provider must take steps to ensure it can still safely perform trips in a timely manner at all times of the year. In the event of extreme inclement weather, First Transit will communicate with Transportation Provider regarding cancellations. First Transit will issue additional directives should such a situation arise. Transportation Provider is to advise its drivers of cancellations. If there is a delay, Transportation Provider shall contact First Transit immediately and approximate the length of time of the delay.

## ACCIDENTS/INCIDENTS

Transportation providers must inform First Transit, within two hours, of any motor vehicle accident occurring with a Participant on board. Provider shall submit a police/accident report to First Transit within twenty-four (24) hours of the accident or as soon as available. Notifications must be made by phone and followed by a completed *First Transit Accident/Incident Report* (see Appendix E).

Provider will establish procedures for drivers to deal with situations in which emergency care is needed for Participants that they have been assigned to transport.

Immediately following an accident that results in either bodily injury to individuals or property damage involving a vehicle transporting a Participant, or as soon thereafter as is practicable, the Participant shall be taken to the nearest hospital emergency department which shall be requested to examine the Participant. If the Participant refuses medical attention, he/she shall complete a waiver form provided by the driver to be submitted along with the written report.

Below are some procedures for drivers to follow in case of an accident, injury, death, disaster, or other unexpected events.

#### **Unconscious Passengers/Medical Condition**

- The Provider must contact emergency services for assistance.
- Check the person for medical alert information.
- Administer first aid if your provider policy allows and you have proper training.
- Call the dispatcher for medical assistance.
- Make the member comfortable.
- The Provider must complete an accident/incident report fax it to First Transit as soon as possible.

#### **Mechanical Breakdown**

- Stop the vehicle in a safe location.
- Activate the flashers and position the emergency triangles.
- Check for danger.
- Check for possible causes.
- Call the dispatcher to request appropriate action.
- Keep the member informed of the situation.
- Move the vehicle when it is safe and you are directed to do so.

#### **Tire Blowout**

- Do not apply brakes quickly.
- Concentrate on steering.
- Lift your foot from the accelerator.
- Brake softly as your speed diminishes.
- Pull completely off the pavement when it is safe to do so.

#### **Accident Resulting in Injury or Death**

- Don't panic.
- The Provider must contact emergency services for assistance.
- Administer first aid if your provider policy allows you and you have proper training.
- Stay in the vehicle and do not leave unless requested to do so by police or paramedics.
- Check with the Participant to see if they are OK.
- Contact dispatch.
- The Transportation Provider must complete an accident/incident report and fax it to First Transit as soon as possible.

### **Investigations**

The Transportation Provider must immediately report to First Transit any event involving a vehicle or taking place on a provider-controlled property resulting in a fatality, injury or property damage.

Transportation Provider must conduct their own investigation in incidents resulting in the following:

- A fatality where an individual is confirmed deceased within three days of a transportation services-related event, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene.
- Property damage to provider vehicles, property or facilities or other property, totaling more than \$1,000 dollars.
- Evacuation of a vehicle where there is imminent danger to passengers on the vehicle if not due to vehicle operation issues.

Each investigation will be documented in a final report, which will be submitted to First Transit that will include a description of the investigation activities, the identified causal factors and a corrective action plan (CAP). The CAP must identify the action to be taken, a schedule for that action and Transportation Provider must monitor and track the implementation. Transportation Provider will updated First Transit in writing every two (2) weeks until a final report is reached.

Provider shall maintain all investigation reports, corrective action plans, supporting documentation or accident related documentation for a minimum of either ten (10) years after the termination of this Agreement or the completion of any audit, suit or inquiry whichever is later. First Transit reserves the right to initiate its own investigation.

## **FRAUD AND ABUSE**

First Transit is committed to preventing fraud, waste and abuse within transportation services. Transportation providers are prohibited from engaging in fraudulent or abusive practices including, but not limited to:

### **Transportation of Ineligible Riders**

To ensure that a member is eligible, First Transit confirms their eligibility in the plan prior to booking their transportation. First Transit will not pay for transportation of ineligible members who were not screened and approved by First Transit.

Transportation Providers also assists in prohibiting fraud by checking Participant's Identification at the time of service to ensure the rider is the Participant scheduled for the trip. If a Participant cannot show

or refuses to show a driver identification, Transportation Provider should note this refusal on the Trip Log.

### **Trips to Non-Covered Medical Services**

Upon booking the member's transportation, First Transit requests the medical reason and ensures that it is for a covered service. Trips with transportation orders by First Transit are for covered services or approved by the health plan. Providers can only transport the member from and to the addresses on the order. If changes are made, they must be approved by First Transit.

If Transportation Provider suspects that the Participant is using NEMT service for non-medical transportation, it should immediately reported as suspicious to First Transit.

### **Transportation in an Ambulance or Wheelchair-Accessible Vehicle when the member's Medical Needs do not Warrant such Level of Transportation**

First Transit will pay for the category of service or level of transportation listed on the *Transportation Order*. First Transit will not pay for higher level of services that were not preapproved, even if the Provider chose to use a higher level for any reason.

If the service level indicated by First Transit do not match Participant's needs, Transportation Provider should notify First Transit.

### **For Trips that Never Occurred**

As a measure to prevent fraud, First Transit performs random validations on trips. If the Transportation Provider is found to have falsified a trip or requests payment for trips that did not take place, they will be removed from the program indefinitely. If at the time of pickup the member cancels the trip, the Provider must contact First Transit immediately.

### **Gratuities or other Types of Inducements to Members or Others Acting on Behalf of Clients for any Purpose**

Under no circumstances may a Transportation Provider seek any type of compensation, remuneration or reimbursement from a Participant or their representative, Client or any party other than First Transit for services provided in connection with the Transportation Service Agreement. If the Participant requires additional services beyond the scope of services provided by the Transportation Provider under their agreement with First Transit, please contact First Transit.

Transportation Providers must inform First Transit of cases where the Participant engages or requests the Transportation Provider to engage in any fraudulent or abusive practices.

Please contact a First Transit manager for any questions or clarifications on Fraud and Abuse.

## **REQUESTS AFTER HOURS**

First Transit's normal hours of operations are 7:00 A.M. – 7:00 P.M. Monday thru Friday. To accommodate our members during non-business hours, First Transit has an after-hours call center ready to assist with situations such as hospital discharges.

Important requests such as the following will be forwarded to a First Transit manager on-call for timely processing:

- Discharges from hospitals.
- Last minute changes to dialysis schedules.
- Will calls on returns from a later appointment.
- For any unforeseen changes in transports that are being done after hours.

The transportation orders for any after-hours requests pre-approved by the First Transit manager on call will be sent to the Provider on the following business day.

# APPENDICES

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**APPENDIX A: FIRST TRANSIT'S CONTACT INFORMATION**

<b>Mailing Address</b>	First Transit, Inc. 799 Roosevelt Rd Ste 200 Bldg 4 Glen Ellyn, IL 60137
<b>Fax No:</b>	(630) 873-1440
<b>Main Transportation Numbers</b>	Cigna HealthSpring: (630) 534-5446 Family Health Network (FHN): (630) 534-5449 Community Care Alliance (CCAI): (630) 403-3214 CountyCare: (630) 403-3210
<b>Additional Numbers:</b> <b><u>(NOT TO BE GIVEN OUT TO MEMBERS)</u></b>	Scheduler/Dispatch/Provider Line: (630) 403-3215 Provider Texting Line: (630) 332-3255



**APPENDIX B: VEHICLE INSPECTION CHECKLIST**

# VEHICLE INSPECTION CHECKLIST



799 W. Roosevelt Road,  
Building 4, Suite 200  
Glen Ellyn, Illinois 60137

Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_:\_\_\_ am/pm

Inspection Performed by: \_\_\_\_\_

## PROVIDER INFORMATION

Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_

## VEHICLE INFORMATION: Initial Inspection Re-inspection

Plate No: \_\_\_\_\_ VIN: \_\_\_\_\_

Mileage: \_\_\_\_\_ Vehicle #: \_\_\_\_\_

Type:  Sedan  Van (<8 Pax.)  Van (>8 Pax.)  W/C Van

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

## INSPECTION CHECKLIST: VEHICLE DISPLAYS APPROPRIATE INSPECTION STICKER: YES NO

### SAFETY ITEMS (Mandatory)

M1	P	F	Mirrors (side, rearview)	W1	P	F	Wheelchair lift normal/Manual Operation
M2	P	F	Windshield (free of obstruction)/ wipers	W2	P	F	Lift platform (30" x 48")
M3	P	F	Tires (treads, lugs, inflation)	W3	P	F	Platform barriers (1 1/2")
M4	P	F	Lights (headlights, brake, turn signal, hazards)	W4	P	F	Lift hand rail(s)
M5	P	F	Seat belts for each passenger/2 extensions	W5	P	F	Lift platform loading barrier
M6	P	F	A/C - Heating	W6	P	F	Lift door height (<22' = 56" / >22' = 68")
M7	P	F	Operational radio/phone	W7	P	F	4 point tie down
M8	P	F	Horn	W8	P	F	Reflective tape on lift
M9	P	F	Vehicle registration * Date:	W9	P	F	Convex mirror
M10	P	F	Insurance card * Date:	W10	P	F	Door weatherstripping
M11	P	F	State sticker on plate * Date	W11	P	F	Other

### WHEELCHAIR

### GENERAL (condition of vehicle and materials)

G1	P	F	Exterior	G7	P	F	Sings: no smoking or eating/wear seat belts
G2	P	F	General cleanliness	G8	P	F	Emergency triangles/fluores
G3	P	F	Floor space	G9	P	F	First aid kit
G4	P	F	Walls and Windows	G10	P	F	Provider name and phone number (card/slip)
G5	P	F	Upholstery	G11	P	F	Maps/incident/accident/complaint form
G6	P	F	Overhead and interior lighting	G12	P	F	Other

## INSPECTION RESULTS: PASS RE-INSPECT/DATE: \_\_\_\_\_ FAIL (OUT OF SERVICE)

CORRECTIVE ACTION/NOTES: (Any failed safety item results in vehicle off the road until corrected.)


SIGNATURE OF PROVIDER REPRESENTATIVE: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

SIGNATURE OF FIRST TRANSIT INSPECTOR: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_







