

# Transportation Services Contract - Pennsylvania

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# CONTRACT FOR MEDICAL TRANSPORTATION SERVICES

## PARTIES

This Contract is made and entered into on August 1, 2024, by and between the Pennsylvania Department of Human Services (hereinafter referred to as "DHS"), with its principal office located at [Address], Harrisburg, Pennsylvania, and Keystone Medical Transit (hereinafter referred to as "Provider"), a transportation provider headquartered at [Address], Philadelphia, Pennsylvania.

## RECITALS

WHEREAS, DHS is responsible for administering and overseeing various medical assistance programs within the Commonwealth of Pennsylvania; and  
WHEREAS, DHS requires the services of a qualified transportation provider to facilitate non-emergency medical transportation for eligible individuals within the Service Area; and  
WHEREAS, Provider represents that it has the necessary expertise, experience, and resources to provide such services in accordance with the terms and conditions set forth in this Contract.  
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## SCOPE OF SERVICES

### 1. Service Area

Provider shall provide non-emergency medical transportation services to eligible individuals within the following counties: Philadelphia County, Montgomery County, and Bucks County (collectively referred to as the "Service Area").

### 2. Transportation Services

Provider shall furnish safe, reliable, and timely transportation services to eligible individuals for the purpose of attending scheduled medical appointments, treatments, or other approved medical services. Transportation services shall include, but are not limited to, curb-to-curb, door-to-door, and wheelchair/stretchers transportation, as required by the individual's needs.

### 3. Fleet and Personnel

- a. Provider shall maintain a fleet of at least 70 vehicles, which shall be properly licensed, insured, and maintained in accordance with all applicable laws and regulations.
- b. Provider shall employ a sufficient number of certified drivers, currently estimated at 165, to ensure adequate coverage and timely service delivery within the Service Area.
- c. All vehicles and drivers shall comply with applicable safety standards, accessibility requirements, and any other relevant regulations pertaining to the provision of medical transportation services.

### 4. Operating Hours

Provider shall maintain operations and provide transportation services 24 hours a day, 7 days a week, including holidays, to ensure continuous availability for eligible individuals within the Service Area.

## TERM AND TERMINATION

# **1. Term**

This Contract shall commence on August 1, 2024, and shall remain in effect for a period of five (5) years, unless terminated earlier in accordance with the provisions set forth herein. This Contract shall not be renewable upon expiration.

# **2. Termination**

Either party may terminate this Contract for cause upon written notice to the other party, specifying the grounds for termination and providing a reasonable opportunity to cure, if applicable. DHS may also terminate this Contract for convenience upon thirty (30) days' written notice to Provider.

## **COMPENSATION AND PAYMENT**

### **1. Compensation**

DHS shall compensate Provider for services rendered under this Contract in accordance with the rates and fee schedule set forth in Exhibit A, attached hereto and incorporated herein by reference.

### **2. Payment Terms**

Provider shall submit invoices to DHS on a monthly basis, detailing the services provided and the associated fees. DHS shall review and process invoices for payment within thirty (30) days of receipt, provided that all services have been performed to DHS's satisfaction and in compliance with the terms of this Contract.

## **GENERAL PROVISIONS**

### **1. Compliance with Laws and Regulations**

Provider shall comply with all applicable federal, state, and local laws, regulations, and policies governing the provision of medical transportation services, including but not limited to licensure requirements, safety standards, and privacy and confidentiality regulations.

### **2. Insurance and Indemnification**

Provider shall maintain adequate insurance coverage as specified in Exhibit B and shall indemnify, defend, and hold harmless DHS, its officers, agents, and employees from and against any and all claims, losses, liabilities, damages, and expenses arising out of or resulting from Provider's performance under this Contract.

### **3. Confidentiality**

Provider shall maintain the confidentiality of all information and records relating to eligible individuals and their medical conditions, in accordance with applicable privacy laws and regulations.

### **4. Entire Agreement**

This Contract, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

### **5. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

FOR THE PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES:

Signature: \_\_\_\_\_

Name:

Title:

FOR KEYSTONE MEDICAL TRANSIT:

Signature: \_\_\_\_\_

Name:

Title: