

TRANSPORTATION SERVICES CONTRACT

CONTRACT BETWEEN [STATE HEALTH AGENCY] AND [TRANSPORTATION PROVIDER]

1. PARTIES AND BASIC INFORMATION

This Contract is entered into between [State Health Agency], hereinafter referred to as the "Agency," and [Transportation Provider], hereinafter referred to as the "Contractor."

Agency Information:

[State Health Agency]

Address: [Agency Address]

Contact Person: [Agency Contact Name and Title]

Phone: [Agency Phone Number]

Email: [Agency Email Address]

Contractor Information:

[Transportation Provider]

Address: [Contractor Address]

Contact Person: [Contractor Contact Name and Title]

Phone: [Contractor Phone Number]

Email: [Contractor Email Address]

2. SCOPE OF SERVICES

The Contractor shall provide non-emergency medical transportation services to eligible Agency clients within the [Service Area] for the purpose of accessing Medicaid-covered services. The Contractor shall provide transportation services using a combination of accessible vehicles, including sedans, vans, and wheelchair-accessible vehicles, as appropriate to meet the needs of the clients.

3. SERVICE REQUIREMENTS AND STANDARDS

3.1. Service Availability: The Contractor shall provide transportation services 24 hours a day, 7 days a week, including holidays.

3.2. Response Time: The Contractor shall respond to transportation requests within [specified time frame, e.g., 2 hours] for routine trips and [specified time frame, e.g., 1 hour] for urgent trips.

3.3. Driver Requirements:

- a. All drivers must possess a valid driver's license and meet all applicable state and federal requirements for transporting passengers.
- b. Drivers must undergo background checks, including criminal history and motor vehicle record checks, prior to providing services under this Contract.
- c. Drivers must receive training in passenger assistance, customer service, and safety protocols.

3.4. Vehicle Requirements:

- a. All vehicles must meet applicable state and federal safety standards and be well-maintained and clean.
- b. Vehicles must be equipped with appropriate safety equipment, such as first aid kits, fire extinguishers, and emergency triangles.
- c. Wheelchair-accessible vehicles must be equipped with appropriate securement systems and ramps or lifts.

3.5. Client Assistance: Drivers shall provide reasonable assistance to clients, including assistance with entering and exiting the vehicle, securing wheelchairs

or other mobility devices, and handling personal items.

3.6. Reporting and Documentation: The Contractor shall maintain accurate records of all trips provided, including client information, pickup and drop-off times, mileage, and any incidents or issues encountered. The Contractor shall provide monthly reports to the Agency detailing the services provided.

4. PAYMENT TERMS AND RATES

4.1. Payment Rates:

- a. Ambulatory Trips (Sedan or Van): \$[rate] per loaded mile
- b. Wheelchair Trips (Wheelchair-Accessible Vehicle): \$[rate] per loaded mile
- c. Wait Time (exceeding [specified time frame, e.g., 30 minutes]): \$[rate] per hour, billed in 15-minute increments

4.2. Invoicing and Payment: The Contractor shall submit monthly invoices to the Agency, detailing the services provided and the applicable rates. The Agency shall make payment within [specified time frame, e.g., 30 days] of receipt of a complete and accurate invoice.

5. INSURANCE AND LIABILITY

5.1. Insurance Requirements: The Contractor shall maintain the following insurance coverage throughout the term of this Contract:

- a. Commercial General Liability Insurance: \$[amount] per occurrence, \$[amount] aggregate
- b. Automobile Liability Insurance: \$[amount] combined single limit
- c. Workers' Compensation Insurance: As required by state law
- d. Professional Liability Insurance: \$[amount] per occurrence, \$[amount] aggregate

5.2. Indemnification: The Contractor shall indemnify, defend, and hold harmless the Agency, its officers, agents, and employees from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of this Contract, provided that such claim, loss, liability, damage, or expense is caused in whole or in part by any negligent act or omission of the Contractor, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

6. TERM AND TERMINATION

6.1. Term: This Contract shall be effective from [start date] and shall remain in force until [end date], unless terminated earlier as provided herein.

6.2. Termination for Cause: Either party may terminate this Contract for cause if the other party fails to cure a material breach of the Contract within [specified time frame, e.g., 30 days] after receiving written notice of the breach.

6.3. Termination for Convenience: The Agency may terminate this Contract for convenience upon [specified time frame, e.g., 60 days] written notice to the Contractor.

7. COMPLIANCE REQUIREMENTS

7.1. Compliance with Laws and Regulations: The Contractor shall comply with all applicable federal, state, and local laws, regulations, and policies, including but not limited to those related to transportation services, passenger safety, and Medicaid program requirements.

7.2. Non-Discrimination: The Contractor shall not discriminate against any client or employee on the basis of race, color, religion, sex, national origin, age, disability, or any other protected characteristic.

7.3. Confidentiality: The Contractor shall maintain the confidentiality of all client information and records in accordance with applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA).

8. ATTACHMENTS LIST

The following documents are attached to and incorporated into this Contract:

Attachment A: Service Area Map

Attachment B: Contractor's Proposal

Attachment C: Agency's Policies and Procedures

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

[State Health Agency]

By: _____

Name: [Agency Representative Name]

Title: [Agency Representative Title]

Date: _____

[Transportation Provider]

By: _____

Name: [Contractor Representative Name]

Title: [Contractor Representative Title]

Date: _____