

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
CHRONIC RENAL DISEASE PROGRAM

TRANSPORTATION

PARTICIPATING PROVIDER AGREEMENT

I, the undersigned (hereinafter referred to as "Provider" or "Contractor"), duly licensed under the laws of the Commonwealth of Pennsylvania, in consideration of being enrolled by the Pennsylvania Department of Health, Chronic Renal Disease Program (hereinafter referred to as "Department" or "CRDP"), as a participating provider, do hereby agree to be legally bound as follows: I offer to and shall provide transportation services (as listed in Appendix A) for the Department to CRDP eligible individuals in accordance with the restrictions indicated on the individual's CRDP identification card, make reports to the Department concerning such services, and accept compensation therefore in accordance with the Payment Provisions established in Appendix B, the reimbursement policies and rates established in Appendix C, and with the terms and conditions incorporated in and made a part of this Agreement. This Agreement is effective as of _____, and is made pursuant to 35 P.S. § 6201 et seq., and shall continue in effect, unless otherwise agreed to in writing by the parties, until _____, except upon occurrence of any of the following:

- A. Cancellation by either party upon a 30-day prior written notice; or
- B. Cancellation by the Department due to withdrawal of funding or lack of appropriation by federal or state legislatures; or
- C. Cancellation by the Department for the Provider's failure to meet any of the requirements of this Agreement.

The following appendices are incorporated as part of this Agreement:

- (1) Appendix A - Contractual Conditions
- (2) Appendix B - Payment Provisions
- (3) Appendix C - Rates of Reimbursement

The Provider acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.pa.gov/vendors>. These documents are incorporated by reference into and made a part of this Agreement. The Provider agrees to comply with the terms of these documents:

- (1) Standard General Terms and Conditions (Rev. 2/15)
- (2) Pro-children Act of 1994 (Rev. 12/05)

In order to be valid, this Agreement must be fully executed by the parties and bear signature approvals of Commonwealth agency head or designee. The parties, intending to be legally bound to the provisions set forth herein, hereby affix their signatures to this Agreement:

DEPARTMENT OF HEALTH:

By: _____
Agency Head (or designee) Date
Pennsylvania Department of Health

Provider's Name _____
Office Address _____
City State Zip
County _____
Area Code – Telephone Number _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Office of Legal Counsel Date
Pennsylvania Department of Health

Billing Address (if different from above) _____
Street _____
City State Zip

By: _____
Office of General Counsel Date
Commonwealth of Pennsylvania

TYPE LICENSE N/A
LICENSE NO. N/A
FID. I.D. #/SS # _____
SAP Vendor # _____

(If the contractor is a corporate entity, please have either the president or vice-president and either the secretary/assistant secretary or treasurer/ assistant treasurer of the corporation sign. In lieu thereof, please enclose documentation, e.g., bylaws, board minutes, etc., designating what authority, the signatory has to execute contracts on behalf of the corporation.)

By: _____
Office of Attorney General Date
Commonwealth of Pennsylvania

Signed _____
Print Name _____
Title _____
Date _____

AND

Signed _____
Print Name _____
Title _____
Date _____

CONTRACTUAL CONDITIONS**I. SERVICES**

- A. The Provider agrees to administer reimbursement of transportation costs to patients enrolled in the Chronic Renal Disease Program (CRDP) (hereinafter referred to as “patients”) who have been determined eligible to receive transportation services from the CRDP. Reimbursement shall be provided for modes of transportation at the rates of reimbursement described in Appendix C, Rates of Reimbursement, from the patient's home to the dialysis facility and from the dialysis facility to the patient’s home each day of dialysis as scheduled for the treatment of end-stage renal disease.
- B. The Provider shall attempt to procure access to other sources of transportation for all patients. Such sources may include, but are not limited to, family members, friends, social service agencies, Area Agencies on Aging, service clubs, churches, other private or public agencies.
- C. The Provider shall refer patients to other local resources to assist with the cost of transportation before providing transportation services and seeking reimbursement for the services from the CRDP. Such resources may include but are not limited to Medical Assistance, Veterans Administration, Medicare, social service agencies, Area Agencies on Aging, public or private agencies.
- D. The CRDP is, at all times, the payer of last resort.
- E. The Provider shall administer reimbursement to patients approved by the CRDP to receive transportation assistance, for personal monies expended for transportation to and from dialysis services at rates not to exceed those described in Appendix C, Rates of Reimbursement.

II. PROVIDER STANDARDS

- A. The Provider shall assure that its owners, employees and agents shall be qualified, and licensed as required by the Commonwealth of Pennsylvania.
- B. In order to be eligible for reimbursement of non-emergency ambulance services, (see Appendix C) the Provider shall use independent and hospital-owned non-emergency ambulance services enrolled as Pennsylvania Department of Public Welfare Medical Assistance (Medicaid) and U.S. Department of Health and Human Services Medicare certified providers, and be in compliance with Federal and State laws and regulations pertaining to the provision of non-emergency ambulance service. Such non-emergency ambulance services must be provided by an entity in compliance with 28 Pa.Code Part VII or subsequent amendment, for continued participation in the CRDP. The Provider shall not be eligible to receive CRDP reimbursement and shall not be reimbursed by the CRDP for non-emergency ambulance service provided as of the date the non-emergency ambulance service ceases to be a Medicaid or Medicare provider.

III. POPULATION SERVED

- A. Reimbursement for Transportation Services shall be provided to each patient possessing a current CRDP Identification Card issued by the Department that indicates the patient is currently in dialysis, and for whom the CRDP has issued written notification indicating eligibility to receive assistance with the cost of transportation services. In order to verify that a patient is enrolled in the CRDP, the Provider shall inspect and immediately return the patient's CRDP Identification Card to the patient or the patient's authorized representative. In no case shall a Provider request a patient to send the CRDP Identification Card through the mail or otherwise leave the card in the possession of the Provider. The Department will not reimburse the Provider for transportation costs for a patient who does not possess a valid CRDP Identification Card.
- B. The Provider shall not seek reimbursement from the Department for reimbursement of transportation services made to a patient where the patient, or the patient's designated representative, did not in person present the Provider with a current valid CRDP Identification Card unless the Provider complies with the remainder of the terms of this paragraph. If a patient or the patient's designated representative is unable to present the patient's CRDP Identification Card, the Provider shall contact the Department to verify the patient's eligibility prior to providing services. Confirmation of eligibility does not guarantee reimbursement for services unless all other terms and conditions of this Agreement are satisfied by the Provider.

IV. ADMINISTRATION

- A. The Provider shall collect and submit information annually as specified by the Department for each patient seeking financial assistance for transportation services. Such information shall include, but not be limited to, reason assistance is needed, mode of transportation, name of facility, miles to facility, number of trips per week and, if necessary, a physician's attestation of patient's need for special transportation assistance.
- B. The Provider may request a maximum of 10% of the total monthly amount reimbursed to patients as payment for the administration and coordination of transportation services through this Agreement.

V. DISCLAIMER

- A. The Commonwealth shall not be responsible for the safety of patients who are transported through the use of the CRDP transportation program funds.
- B. The Commonwealth shall not be liable for any costs related to personal injury, property damages, or any other damages whatsoever, resulting from transportation of patients pursuant to this Agreement.

VI. PREVIOUS AGREEMENTS

As of the effective date of this Agreement, any other agreements between the Provider and the Department, whether written or oral, for services covered herein is terminated.

VII. SUSPENSION OF CONTRACT SERVICES DUE TO UNAVAILABILITY OF FUNDS

- A. The Department may, upon its determination that funds have or will become unavailable for any or all services provided under this Agreement, prospectively suspend provision of any or all of those services upon prior written notice to the Provider by certified return receipt U.S. mail. This notification will instruct the Provider that the services enumerated in the notice are to be suspended by the date set out in the notification. The Department will notify the Provider of the suspension of services within a reasonable time period prior to the required suspension date.
- B. The Department will not reimburse for suspended services on or after the effective date of the suspension of services under this Agreement unless and until the Department notifies the Provider in writing that the Department will do so.
- C. All notifications sent out pursuant to this Section (VII) shall become part of this Agreement and are incorporated herein by reference.

VIII. PROVIDER MONITORING

The Provider shall submit to the Department, within fifteen (15) calendar days of request, such reports and records, including but not limited to, patient utilization and patient needs assessments, as may be required or requested by the Department. This paragraph supplements paragraphs 9 and 11 of the Standard General Terms and Conditions (Rev. 2/15), which are incorporated herein by reference.

IX. TERMINATION

- A. Grounds for action. The Department may terminate this Agreement and seek reimbursement from the Provider if the Department determines that the Provider, owner of the Provider, an employee or agent of the Provider, or a subcontractor of the Provider has done any of the following:
 - 1. Submitted false or fraudulent claims to the CRDP; or
 - 2. Failed to comply with any condition of participation in the CRDP; or
 - 3. Failed to comply with any term of this Agreement; or
 - 4. Been precluded or excluded, either voluntarily or involuntarily as a Medical Assistance Provider, including as a County Medical Assistance Transportation Program Provider; or
 - 5. Been convicted of a Medicaid or Medicare related criminal offense; or
 - 6. Been convicted of a criminal offense under state or federal laws relating to the services covered by this Agreement; or
 - 7. Been subject to license suspension or revocation following disciplinary action by a licensing or certifying authority; or

8. Knowingly submitted to the Department a fraudulent or erroneous Patient Application for Transportation Services or assisted a patient to do so; or
9. Refuse to permit authorized state or federal officials or their agents to examine the Provider's records as necessary to verify claims made to the Department under this Agreement.

This section supplements paragraph 27 the Standard General Terms and Conditions (Rev. 2/15), which are incorporated herein by reference.

The above is a non-inclusive list, which does not limit the Department's remedies for breach otherwise under this Agreement. Nor does this section prevent the Department from exercising any other right of termination the Department has under this Agreement or by law.

PAYMENT PROVISIONS

I. GENERAL REIMBURSEMENT PROVISIONS

- A. The Department will reimburse Providers that have an approved Agreement with the Department for providing reimbursement of transportation cost to eligible CRDP enrolled dialysis patients for those services and at the rates of reimbursement listed in Appendix C, Rates of Reimbursement. Reimbursement will be made only for those patients who have been approved by the CRDP to receive reimbursement for transportation service costs to and from dialysis facilities.
- B. Under no circumstances shall reimbursement be made for the use of the patient's personal vehicle to transport the patient to the dialysis facility or return to the patient's residence.
- C. The Provider shall reimburse the patient and bill the Department at the rate indicated in Appendix C, Rates of Reimbursement, and shall do so less any third party payments, if applicable, regardless of any usual and customary charge to the patient.
- D. (1) The Department is the payer of last resort under this Agreement. It is the Provider's responsibility to ensure that all financial resources available to the patient are utilized for transportation services before the Provider bills the Department for services under this Agreement. The Provider shall collect all third party payments and other monies available prior to billing the Department.
- (2) If the payment provided by another payer is, by law or agreement, accepted by the transportation company as payment in full, (e.g. Medicaid or Medicare or any other payer with whom the transportation company has such an agreement), the Provider shall not bill the Department for costs incurred by the patient. If the third party payment is not payment in full, either by operation of law or agreement between the transportation company and any other third party payer, the Department will reimburse the Provider for reimbursement to the patient of the difference between the third party payments and the amount specified in Appendix C, Rates of Reimbursement less any patient share.
- E. The Provider shall deny reimbursement to eligible patients, in part or in full, for transportation costs as listed on Appendix C, Rates of Reimbursement, only when the Provider is so instructed in writing by the Department. Invoices submitted to the Department for enrolled patients who are expected to share in the cost of services will be rejected by the Department, in whole or in part, and the Provider will be instructed, in writing, by the Department of the amount of the patient's responsibility in whole or in part.
- F. The Provider will be reimbursed by the Department for expenditures related to non-emergency ambulance services or invalid coach services only when all other possible sources of transportation have been exhausted and the need for non-emergency ambulance transportation or invalid coach transportation is supported

by a physician's statement.

- G. In the event a patient is no longer eligible for transportation services under the CRDP due to a lapse in CRDP benefit coverage, the Provider shall not be reimbursed for any charges incurred by the patient as of the date the patient's benefit coverage is terminated by the Department until the date the Department approves a renewal application for the patient and the patient is re-enrolled in the CRDP.
- H. In the event a patient is no longer eligible for transportation services under the CRDP transportation program, due to the patient's failure to complete a CRDP transportation program renewal application, the Provider shall not be reimbursed for any charges incurred by the patient as of the date the patient's transportation coverage is terminated by the Department until the date the Department approves a transportation renewal application for the patient and the patient is re-enrolled in the CRDP transportation program.

II. RATES OF REIMBURSEMENT

- A. Appendix C, Rates of Reimbursement, incorporated herein, delineates the approved sources of payment for transportation, and the maximum allowable rate at which the CRDP will reimburse the Provider.
- B. The Department may prospectively amend or revise Appendix C, Rates of Reimbursement, by notifying the Provider of such changes, in writing, at least thirty (30) calendar days in advance by U.S. Mail, certified return receipt. Such changes are incorporated herein by reference as of their effective date(s), as indicated in the notice.

III. SUBMISSION OF INVOICES

- A. The Provider shall submit monthly invoices via COREweb, the Department's On-Line Invoicing system, which can be accessed at: <https://apps.health.pa.gov/BFHCoreWeb/LoginRN.aspx>. Supporting documentation for the invoices shall be submitted to the CRDP claims processors via fax at 717-346-1106 or via mail at:

Pennsylvania Department of Health
Division of Child & Adult Health Services
Chronic Renal Disease Program
Health & Welfare Building, 7th Floor East
625 Forster Street
Harrisburg, PA 17120

- B. Invoices under this Agreement shall include all information required by COREweb, including PPA Number, date services were provided, invoice amount and any other information requested by the Department.
- C. The Provider must submit invoices accurately. The Department will reject any incomplete or inaccurate invoices.
- D. Unless otherwise specified elsewhere in this Agreement, the following shall apply. The Provider shall submit an accurate and complete invoice within sixty

(60) calendar days of the end of the month in which services were provided. The final invoice shall be submitted within sixty (60) calendar days of the Agreement's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements of this paragraph unless the Department agrees to an extension of these requirements in writing. The Provider shall be reimbursed only for services acceptable to the Department.

- E. Invoices will be paid for actual services rendered in accordance with the terms and conditions of this Agreement. The Department reserves the right to withhold any or all payments when invoiced services are questionable or when the Provider fails to comply with any term of this Agreement.
- F. The Department, at its option, may withhold the last 20% of reimbursement due under the Agreement, until the Department has determined that all work and services required under this Agreement have been performed or delivered in a manner acceptable to the Department.
- G. The Provider shall, furnish the Department copies of each patient's transportation company receipts or other supporting documentation approved by the Department, which documents the provision of and patient's reimbursement for services rendered in the performance of this Agreement. Acceptable justification of expenditures shall include, but not be limited to, copies of transportation vouchers, individual patient receipts indicating payment of service. The Department will not pay for claims for which the Provider does not have satisfactory documentation as required by this Agreement. The provider must submit the supporting documentation at the time the invoice is submitted, within thirty (30) calendar days of the end of the month in which services were provided.

IV. REFUNDS

- A. In the event a Provider receives payment from another payer for a service that has been paid for by the Department pursuant to this Agreement, the Provider shall refund the Department for the amount paid by the Department. Refund checks shall be made payable to the "Commonwealth of Pennsylvania-Chronic Renal Disease Program" and shall include the name of the patient, social security number, date of service, description of service, and amount paid by the Department. Refund checks shall be forwarded directly to:

Pennsylvania Department of Health
Division of Child and Adult Health Services
Chronic Renal Disease Program
Health and Welfare Building
7th Floor East Wing
625 Forster Street
Harrisburg, PA 17120

- B. Refunds to the Department shall be made to the Department by the Provider within thirty (30) calendar days of the Provider's receipt of the excess payment.
- C. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of

payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.

- i. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
- ii. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- iii. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- iv. In the event this language conflicts with language contained elsewhere in this agreement, the language herein shall control.

**CHRONIC RENAL DISEASE PROGRAM
TRANSPORTATION SERVICES**

Rates of Reimbursement

Reimbursement of transportation services is limited to the actual modes and fees listed below for CRDP enrollees who are eligible for transportation assistance. The CRDP may prospectively amend or revise this list, in writing, by notifying the Provider at least thirty (30) calendar days in advance by certified return receipt U.S. mail of such changes. Any such revisions are incorporated herein as of their effective date(s) as indicated by the notice.

Reimbursement of transportation is limited to services necessary to transport patients from their residence to their dialysis facility in order to receive dialysis treatment and from the dialysis facility to their residence.

The Maximum Allowable Rates identified below include the charges for transportation plus reimbursement of cost to the vendor for administration and coordination of transportation services through this agreement.

Mode of Transportation	Service Code	Unit	Rate of Reimbursement
Public Transportation – Transportation that is available to the general public for a fee. This is defined as transportation by bus, taxi, commuter rail system, or county transportation/shared ride programs.	RN110	Unit = One-way Trip	Actual cost, not to exceed \$3.30 per one way trip.
Non-emergency Ambulance – A vehicle specifically designed, constructed or modified and equipped, used or intended to be used, and maintained or operated for the purpose of providing non-emergency medical care to, and transportation of, patients. Such services shall be provided by a trained medical person.	RN130	Unit = Round Trip	Actual cost, not to exceed \$55.00 per round trip plus mileage, per service code RN131 below for patients not eligible for Medicare Part B. For patients with Medicare Part B, 50% of the unsatisfied portion of the Medicare Part B deductible and co-insurance. Other restrictions as listed above.
Non-emergency ambulance mileage – To be billed in conjunction with non-emergency ambulance when the trip is over 20 miles for the round trip.	RN131	Unit = Number of miles over 20 round trip miles	\$1.10 per mile.
Invalid Coach, Ambulate, and other vehicles equipped with wheelchair lift gates – A vehicle	RN140	Unit = Round Trip	0 to 10 miles - \$10 per day.

<p>primarily maintained, operated, and intended to be used for routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit. This term includes vehicles equipped to transport patients that are wheelchair bound. This term does not include emergency or non-emergency ambulance.</p>	RN141	Unit = Round Trip	11 to 20 miles - \$17 per day.
	RN142	Unit = Round Trip	Over 20 miles - \$25.00 per day.