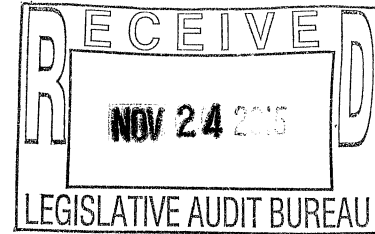


State of Wisconsin  
Department of Health Services

Scott Walker, Governor  
Kitty Rhoades, Secretary

December 1, 2015

The Honorable Senator Robert Cowles, Co-chair  
Joint Legislature Audit Committee  
P.O. Box 7882  
Madison, WI 53707-7882



The Honorable Representative Samantha Kerkman, Co-chair  
Joint Legislature Audit Committee  
P.O. Box 8952  
Madison, WI 53708-8952

Dear Senator Cowles and Representative Kerkman:

I am submitting this letter to provide an update on the Department's administration of the Non-Emergency Medical Transportation (NEMT) program. The Legislative Audit Bureau's report on the NEMT program, published last May as Report 15-4, provided the Department with specific program recommendations. We appreciate the opportunity to share with you the Department's work over the past months to implement these recommendations and our work toward other program improvements.

Report 15-4 recommended that the Department provide an update to the Committee on several specific items. The Department also received the Committee's letter dated September 23 that requested information on several additional items. The attachment to this letter addresses each item from both Report 15-4 and the September 23 letter in turn.

We are encouraged by the results of our work to improve the delivery of non-emergency medical transportation to our Medicaid members. Since the publication of Report 15-4, we have seen improvements in MTM's call center operations and provider network. The Department has worked with MTM to implement several initiatives to improve quality and efficiency, including piloting reminder calls for members to decrease member no-shows and developing dashboard reports for providers to improve driver quality. We recognize, however, that there are always opportunities for continual improvement and, thus, we have also included information in the attachment on our work moving forward.

Thank you again for the opportunity to provide an update on the Department's administration of the NEMT program. We look forward to continuing to work with the Committee to improve our service to the people of Wisconsin.

Sincerely,

  
Kitty Rhoades  
Secretary

Enclosures

1. Attachment
2. NEMT Provider Requirements

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*Protecting and promoting the health and safety of the people of Wisconsin*

## Attachment

Report 15-4 recommended that the Department provide an update to the Committee on the following items:

1. The implementation of opioid treatment programs and the extent to which they may help reduce future NEMT costs.
2. The effectiveness of the Corrective Action Plan for MTM in addressing caller hold times and the development of additional standards for hold times and abandoned calls.
3. Efforts to update SMV policies.
4. The results of efforts to establish standards for transportation provider no-shows and late arrivals, including the extent to which both no-shows and late arrivals have been reduced.

The Department received the Committee's letter dated September 23 that requested information on the following additional items:

- A. Service delivery since the audit time period to the date of the follow up.
- B. No-show rates and performance expectations for no-shows.
- C. The history of the provision of the non-emergency medical transportation benefit in Wisconsin, including how long the benefit has been in place.
- D. MTM provider requirements versus the provider requirements in place with previous transportation managers.

The Department has addressed each of these issues and is happy to report on the program's progress:

### **1. Implementation of opioid treatment programs and the extent to which they may help reduce future NEMT costs**

The three new grant-funded opioid treatment programs are operational, with client appointments beginning at some locations last August. Most of these locations are already Medicaid-enrolled.

In addition to the three new opioid treatment programs, the Department is working on several other opioid treatment initiatives that may help to reduce future NEMT costs and improve quality of care. First, the Department is working on a process to connect members who are traveling more than 50 miles each way for treatment to closer treatment facilities if available. This initiative could reduce both travel time for members and costs for the NEMT program. Additionally, effective for 2016, the Department is working with our Medicaid-contracted HMOs to ensure that members who receive opioid treatment have that care coordinated with other medically-necessary services.

### **2. Effectiveness of the Corrective Action Plan for MTM in addressing caller hold times and the development of additional standards for hold times and abandoned calls**

The Department's contract with MTM establishes performance metrics for MTM's call center operations. Among other requirements, MTM must ensure that members speak to a customer service representative within an average of four minutes. This performance metric is reported publicly as MTM's Average Speed of Answer (ASA). During the month of September 2014, MTM's ASA exceeded four minutes for the first time since implementation. The Department immediately required MTM to implement a Corrective Action Plan to reduce ASA below the contractual requirement.

In combination with the Corrective Action Plan, the Department completed onsite monitoring of MTM's call center twice per week, including on Mondays when call volumes tend to be the highest. Through this

onsite monitoring, the Department was able to identify and immediately address issues with MTM's call center operations.

The Corrective Action Plan and onsite monitoring have been effective in improving MTM's call center operations. Since implementation of the Corrective Action Plan, MTM's ASA has averaged one minute and 48 seconds. Even though the Corrective Action Plan has officially ended, the Department has continued our biweekly onsite monitoring of MTM's call center operations and continues to hold MTM to the standards developed through the Corrective Action Plan process.

The Department has worked with our Transportation Advisory Council to develop additional standards related to hold times and abandoned calls. Specifically, effective January 1, 2016, the Department will implement a new standard to ensure that at least 80% of incoming calls are handled by MTM's Wisconsin call center. While the Department's contract allows MTM to use its other corporate call centers to handle Wisconsin calls, the Department has worked with MTM to ensure the majority of calls are handled by the Wisconsin call center. MTM's Wisconsin call center only handles Wisconsin calls and, therefore, its customer service representatives can handle these calls much more efficiently and accurately. The Department expects the new 80% standard to continue to decrease MTM's ASA and abandoned call rates.

### **3. Efforts to Update SMV policies**

Report 15-4 identified a discrepancy in current Wisconsin Statute related to Medicaid enrollment of specialized medical vehicles (SMVs). Wis. Stat. § 49.45(3)(m)1 requires that persons who provide transportation by SMV have at least one vehicle that meets the requirements of a human service vehicle as defined in Wis. Stat. § 340.01(23g). However, Wis. Stat. § 340.01(23g) excludes SMVs from the definition of a "human service vehicle".

Any SMV policy change would require a statutory change to either include SMVs in the definition of "human service vehicle" at Wis. Stat. § 340.01(23g) or remove the reference to human service vehicles at Wis. Stat. § 49.45(3)(m)1. The Department is willing to work with the Legislature to make these needed statutory changes.

### **4. The results of its efforts to establish standards for transportation provider no-shows and later arrivals, including the extent to which both no-shows and later arrivals have been reduced**

The Department takes very seriously all situations where MTM was unable to provide timely transportation to a member. Late or unsuccessful trips can have one of several causes: MTM is unable to schedule a provider to accommodate the trip (publicly reported as "No Vehicle Available"), a provider does not show up for a scheduled trip (reported as "Provider No Show"), or a provider shows up late for a scheduled trip (reported as "Provider Late").

The Department reviews all NEMT complaints to ensure unsuccessful trips are accurately reported by MTM. Since Report 15-4, the Department has met weekly with MTM to review unsuccessful trips to identify and correct root causes. We have also supported MTM in their efforts to improve the quality of their transportation network, including the development of provider-level quality dashboards and the use of provider improvement plans to remediate lower-quality providers. MTM has added an additional provider network field representative stationed in northern Wisconsin to engage directly with distant providers and manage the quality of transportation vendors for our membership.

These efforts have reduced both no-shows and late arrivals. Compared to the first six months of 2014, the first six months of 2015 have seen a reduction in monthly No Vehicle Available occurrences from an

average of 49 to 30, a reduction in monthly Provider No Show occurrences from an average of 250 to 171, and a reduction in monthly Provider Late occurrences from an average of 209 to 163.

As noted in Report 15-4, the Department previously required MTM to implement a Corrective Action Plan to reduce No Vehicle Available occurrences. Through the Corrective Action Plan, the Department enforced a standard of no more than one No Vehicle Available occurrence per 7,000 scheduled rides. MTM has missed that standard once, in September 2014, and as a result, the Department enforced liquidated damages of \$25,500.

Since Report 15-4, the Department worked with our Transportation Advisory Council to develop a similar standard for Provider No Show and Provider Late occurrences. Effective January 1, 2016, the Department will begin phasing in two new standards related to late and unsuccessful trips:

- No more than one unsuccessful trip (defined as a No Vehicle Available occurrence or a Provider No Show occurrence) per 2,250 scheduled rides.
- No more than one Provider Late occurrence per 2,250 scheduled rides.

The Department has the ability to assess damages in the amount of \$1,000 per occurrence above these new standards.

**A. A comprehensive update on service delivery since the audit time period to the date of the follow-up**

Overall trip volume through the NEMT program has continued to increase. From July 2014 through June 2015, MTM provided an average of 278,385 trips per month. The most common type of service to which members are transported continues to be drug rehabilitation. As discussed above, the Department is working on several initiatives to improve the quality and efficiency of drug rehabilitation trips. Other common types of services to which members are transported include dialysis, mental health day treatment programs, and specialty care.

The volume of calls to MTM's call center has remained high. From July 2014 through June 2015, MTM handled an average of 115,502 calls per month. However, even with these high call volumes, MTM's Average Speed of Answer has remained within contract standards for 2015 as a result of the Department's corrective action plan and onsite monitoring.

Since July 2014, the Department has worked with MTM on several program improvements. MTM is piloting an automated reminder call system for members with upcoming or recurring trips. This initiative will reduce member no-shows and prevent lapses in service for recurring trips. MTM has added additional staff to its call center operation to improve efficiency and quality, including a new training coach position, increased supervisor positions, and a new position to handle short notice trips. MTM continues its regular outreach to community stakeholders, including Wisconsin's eleven tribes. To improve scheduling, MTM has also promoted use of an online scheduling portal for members who prefer to schedule rides online.

Since July 2014, the Department has continued all contract monitoring activities. The Department has contract monitoring staff on-site at MTM twice per week to review all aspects of the NEMT program, including complaint trends and unsuccessful ride trends. The Department reviews individual calls for quality and has worked with MTM to make call center communications more customer-friendly and efficient.

Additional information about service delivery since the audit time period, including comprehensive program data, can be found on the Department's website at the following link:  
<https://www.dhs.wisconsin.gov/initiatives/transportation/data.htm>

**B. No-show rates and performance expectations for no-shows**

Please see above for information regarding the results of the Department's efforts to establish standards for transportation provider no-shows and late arrivals.

**C. The history of the provision of the non-emergency medical transportation benefit in Wisconsin, including how long the benefit has been in place**

The requirement for states to ensure necessary transportation for Medicaid members to and from covered services has its origins in the original draft of the Social Security Act. The assurance of transportation was codified in 45 CFR §249.10 in 1969 and later moved to 42 CFR §431.53 in 1978. Provisions in 42 CFR §431.53 stipulate that a State plan must "specify that the Medicaid agency will ensure necessary transportation for recipients to and from providers and describe methods that agency will use to meet this requirement." State Medicaid plans must provide methods of administration that "are found by the Secretary to be necessary for proper and efficient operation of the plan."

Wisconsin has provided transportation in accordance with the above regulations for Medicaid members since the inception of the Wisconsin Medicaid program. Additional groups of members were added to the NEMT program as indicated below.

- Tuberculosis Only members were added beginning July 29, 1995.
- Family Planning Waiver members were added beginning January 1, 2003.
- BadgerCare Plus Benchmark Plan members were added beginning July 1, 2010.

**D. A list comparing what MTM requires of providers versus the requirements in place with previous transportation managers**

Attached is a comparison of MTM's provider requirements and the previous transportation manager's requirements.

## **Current Transportation Manager Provider Requirements**

- Use of any vehicle prior to approval of MTM is prohibited and will result in nonpayment for the trip.
- All vehicles in use for MTM services must meet all local, state and federal requirements and comply with all MTM vehicle requirements, including ch. Trans 301, found at: [http://docs.legis.wi.gov/code/admin\\_code/trans/301/](http://docs.legis.wi.gov/code/admin_code/trans/301/).
- Transportation Provider agrees that all vehicles that transport Members utilizing mobility devices will comply with current Federal Transit Administration (FTA) regulations for vehicle specifications, lifts, ramps and securement devices. ADA vehicle regulations, as defined by the DOT and regulated by the FTA, can be found at: [http://www.fta.dot.gov/civilrights/12325\\_3884.html](http://www.fta.dot.gov/civilrights/12325_3884.html)
- Vehicles may be taken out of service for use with MTM Members at the discretion of MTM. Transportation Provider agrees to remove from MTM service any vehicle to be found unsatisfactory in reference to conditions listed in this section, or is questionable with regards to safety or roadworthiness until repairs are completed.
- All vehicles in use for MTM service must not have:
  1. Damaged or broken seats
  2. Protruding or sharp edges
  3. Dirt, oil, grease or litter in the vehicle
  4. Broken mirrors or windows (other than small chips/cracks)
  5. Excessive grime, rust, chipped paint or major dents
- All drivers for MTM trips must possess a current, valid driver's license appropriate for the services rendered and for the size vehicle driver is operating and as required by the State and local governmental entity in which driver provides transportation. A legible copy of each driver's license must be provided to MTM as part of the credentialing process.
- Drivers must be at least 21 years of age and must be a U.S. citizen or legal resident alien.
- Drivers must be able to read, write and communicate effectively in English.
- Drivers must have Basic Red Cross 1st Aid and CPR Certification, and certification must remain current at all times.
- Drivers must be trained on care of passengers in seizure.
- Drivers must have wheelchair securement/tie down certification.
- Drivers must be physically able to assist Members entering and exiting vehicles, and capable of safely providing transportation services.
- Drivers or attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination.
- Driver or attendants must properly identify and announce their presence at the entrance of the building at the specified pick-up location if curbside pick-up is not apparent.

- Drivers and attendants shall confirm, prior to vehicle departure that the delivered passenger is safely inside the destination.
- Drivers and attendants must provide adequate support and visual/oral directions to passengers. Such assistance shall also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance shall also include stowage by the driver of mobility aids and folding wheelchairs. Drivers and attendants shall not be responsible for passenger's personal items.
- Drivers must record odometer readings on each leg of the trip. A round-trip transport will have four (4) odometer readings.
- Drivers must obey all Federal, State and local traffic laws.
- Drivers must report any citations they receive to MTM for recordkeeping and reporting to The Department (Client) upon request within 24 hours of receipt of that request, with the exception of incidents involving injury of persons, which must be received by MTM within 3 hours.
- Drivers understand that in the event a driver or Member feels there is a need for emergency medical assistance, the driver must immediately call 911.
- Drivers shall maintain a comfortable interior cabin temperature at all time while vehicle is occupied by a member or an attendant.
- Drivers must drive in a professional, safe and courteous manner. Any driver or attendant receiving two (2) or more substantiated complaints from passengers concerning cleanliness, courtesies, or other deficiencies for driver conduct within a ninety (90) day period may not be utilized until corrective action is taken. All complaints must be documented and become a part of the driver's or attendant's permanent record.
- Transportation Provider shall provide drivers with visible employee picture identification card, and uniform with name for security and identification purposes. Drivers must maintain an acceptable standard of dress, personal grooming and behavior in order to present a neat, clean and professional appearance.
- Drivers must not smoke in the vehicle at any time or while involved with member assistance or in the presence of any member.
- Drivers must not allow passengers to smoke in the vehicle. It is required that Transportation Provider post a "NO SMOKING" sign in all vehicles.
- Drivers must not eat or drink while transporting MTM Client Members.
- No driver or attendant shall use or be under the influence of alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty. Any driver taking medication which may hinder his/her performance must report such use to his/her supervisor, and not transport MTM Members.
- Drivers must not allow personal friends or family to ride in vehicle while transporting MTM Members, unless specifically authorized by MTM.
- Drivers must allow service animals in their vehicles.

- Drivers must not make personal stops, other than for restroom and Member/Transportation Provider agreed-upon restaurant breaks, while transporting MTM Members unless specifically authorized by MTM.
- Drivers must require Members to use proper passenger restraints/child safety seats.
- Drivers must ensure that all wheelchairs and mobility devices are properly secured to the vehicle and ensure that Members utilizing wheelchairs and scooters are secured before allowing the vehicle to proceed.
- Drivers understand infants/children are to be in proper infant/child restraint seats as required by State or Federal law. In the event a proper seat is not available, or the use of proper child restraint seat is refused, the driver must deny transportation.
- Drivers must not place children in child restraint seats in the front seat of a vehicle.
- Drivers must assure Members enter and exit the vehicle in an unobstructed and safe location.
- Drivers are required to safely secure folding wheelchairs and walking aids.
- Drivers must not touch any Member except as appropriate and necessary to assist the Member into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained. Drivers must request permission from the Member prior to touching the Member.
- Drivers must not make sexually explicit comments or solicit favors, medications, or money from Members.
- Drivers shall not use a cellphone that is not in hands-free mode or wear any type of headphones while on duty. Driver shall maintain the volume of the radio at a level acceptable to Members. Texting while driving is prohibited.
- Drivers shall not accept responsibility for any of Member's personal items.
- Drivers must not allow firearms or other weapons, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- Drivers must check their vehicle to ensure that at the end of each trip or trip route, all Members have vacated the vehicle.
- Driver training program should include, but not limited to:
  1. Defensive Driving
  2. Assisting Passengers with Disabilities
  3. Emergency Procedures
  4. Proper loading, unloading and tie-down procedures, if providing paralift services
- Transportation Provider agrees to maintain a file on each driver which shall include but not limited to:
  1. Documentation of training
  2. Copy of current driver's license
  3. Results of a criminal background check, updated annually
  4. Results of a State specific driver history record check, updated annually
  5. Results of any MTM and/or Client specific State or Federal Medicaid/Medicare fraud, waste and/or abuse checks



**Previous Transportation Manager  
Provider requirements**

- Administrative, Reservation Receipt, and General.
  1. Provider shall comply with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles. Specialized Medical Vehicles that are also used for cot or stretcher transportation must meet the additional requirements of DHS 107.23(3)(b) 10.
  2. Provider shall utilize only drivers and vehicles that are registered with and pre-approved by Logisticare Solutions Inc (LGTC) to perform services. Provider shall not subcontract or assign services to any third party.
  3. Provider shall provide proof that all registered vehicles meet all minimum standards and requirements to perform services.
  4. Provider shall provide proof that all drivers and attendants have acceptable Motor Vehicle Record, criminal background checks, and drugs screen records as set forth in the "Driver and Attendant Qualifications" section of this Agreement.
  5. Provider shall ensure the safety of the Participants that it transports.
  6. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ambulance.
  7. Provider shall provide curb-to-curb service as the standard service although door-to-door service may be required in certain circumstances.
  8. Provider shall establish and maintain both a telephone line and fax line for use by LGTC to contact Provider. Fax lines shall be equipped with a fax machine that provides reasonably unrestricted access to LGTC to send faxes to Provider. Provider shall receive trip reservations via fax or modem from LGTC each day and confirm the receipt thereof in a form acceptable to LGTC. For same day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and job numbers from LGTC by telephone.
  9. Provider shall transport Participants, adult escorts, transportation attendants, or personal assistants as applicable and in accordance with the specifications of the reservations provided by LGTC and the terms of this Agreement. Provider, upon consultation with LGTC, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of either Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
  10. Provider shall reroute trip assignment at least 24-hours prior to the scheduled pick-up time to allow LGTC to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time. In the event that Provider does not provide 24-hours notice and LGTC must make, as a result of the short notice, premium price alternate transportation arrangements, Provider will be responsible for any additional charges incurred by LGTC. These charges may be deducted from amounts owed to Provider. This provision does not apply to circumstances beyond the control of Provider (e.g., sudden vehicle breakdown or vehicle accident).

11. Provider will ensure that all information obtained regarding Participants in connection is held in strict confidence and is used only as required in the performance of Provider's obligations.
  12. Provider shall promptly inform LGTC if a Participant is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
  13. The Department (Client) staff or its agent may ride on trips to monitor service. Provider shall make all vehicles available to Client or its agents for inspection at any time.
- Pick Up and Delivery Standards. Provider shall provide transportation services that comply with the following minimum service standards. LGTC's or Client's staff, or their official agent, may ride on trips with the Participant to monitor service.
    1. On time performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick up time or up to fifteen minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than fifteen minutes after the scheduled A-Leg pick-up time, or more than thirty minutes after the scheduled B-Leg pick up time is considered a "late pick-up". The monthly average wait time for all A-Leg pick-ups performed by Provider may not exceed 15 minutes after the scheduled pick-up time and the actual wait time for any specific pick-up may not exceed 30 minutes after the scheduled pick-up time. The monthly average wait time for all B-Leg pick-ups performed by Provider may not exceed thirty (30) minutes after the scheduled pick-up time and actual wait time for any specific pick-up may not exceed 45 minutes after the scheduled pick-up time. However, Provider must ensure that the average wait time for B-Leg pick-up of dialysis patients does not exceed fifteen (15) minutes.
    2. The driver shall make his presence known to the Participant upon arrival at the pick-up address and must wait at least ten (10) minutes after the scheduled pick-up time before the Participant may be considered a "no show". If the Participant is not present for pick up, the driver shall notify Provider's dispatcher before leaving the pick-up location and document the attempted pick-up on the daily trip log.
    3. Provider shall deliver the Participant to scheduled medical appointments within fifteen (15) minutes of the medical appointment time as standard practice, however, an earlier drop off before the appointment time may be acceptable in unusual situations on a case-by-case basis. However, in no event shall a Participant be dropped off for a medical appointment more than thirty (30) minutes before the scheduled appointment time, unless this is done at the client's request. Provider shall ensure that Participants are picked up at prearranged times for the return trip if the medical service provider follows a regular schedule. Provider will monitor return trips to ensure Participants are delivered to their return destination in timely manner. The prearranged times may not be changed by Provider or the driver without prior permission from LGTC. Based on input from healthcare facilities, LGTC reserves the right, in its sole discretion, to measure on-time performance of Provider by reference to the on-time delivery of Participants to scheduled medical appointments.

4. For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within one (1) hour after the time Provider is notified that the Participant is ready, or by the close of the business day for the medical service provider, whichever is earlier.
  5. If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled riders, Provider must contact waiting Participants at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.
  6. If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact LGTC who will notify the medical provider of the late arrival.
  7. For same day hospital discharge reservations, Provider shall pick-up Participants within three hours after accepting the trip reservation from LGTC.
  8. 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.
  9. No more than 2% of Provider's assigned trips shall be late or missed pick-ups. Providers with greater than 1% of their assigned trips as missed pick-ups may have their trips reduced.
  10. An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, and in some cases, an adult escort may be required to accompany the child. Provider shall, at no additional charge, transport an adult escort of a minor Participant if and as directed by LGTC. A minor Participant shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.
  11. 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.
  12. Provider must allow service animals in the vehicle, as needed; however, other animals shall not be allowed on board the vehicle.
  13. Provider shall confirm the scheduled pick-up time with the Participant at least 24-hours prior to the scheduled pick-up.
- General Vehicle Requirements. All vehicles utilized by Provider in the performance of services must meet the requirements listed below. Each vehicle is subject to an initial and bi-annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by LGTC do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as LGTC and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with the following inspection standards, Wisconsin licensing requirements, safety standards, Wisconsin 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.

1. Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
2. The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity. All vehicles shall have an available seat, with operable seatbelt, for each passenger that is securely fastened to the floor of the vehicle.
3. All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Participant.
4. All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.
5. Provider shall have at least two seat belt extensions available in each vehicle if the vehicle's standard seatbelts are not of "extended" length.
6. All vehicles shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.
7. All vehicles shall have an accurate, operating speedometer and odometer.
8. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
9. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
10. The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
11. The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.
12. Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract.
13. All vehicles shall have Provider's business name and telephone number displayed on at least both exterior sides.
14. The vehicle license number and LGTC's toll-free and local phone numbers shall be prominently displayed in the interior of each vehicle. This information, together with complaint procedures provided by LGTC shall be available in writing and stored in a clearly visible location in each vehicle for distribution to Participants upon request.
15. Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".
16. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.

17. All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.
18. All vehicles shall be equipped with three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried on board.
19. All vehicles shall carry extra electrical fuses.
20. All vehicles shall carry a functioning flashlight and an ice scraper.
21. All vehicles shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
22. All vehicles shall contain a current map of the applicable geographic area with sufficient detail to locate Participant and medical provider addresses.
23. All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.
24. Provider shall utilize only its own leased or owned vehicles and shall not sublet, subcontract or arrange for transportation from any third party.
25. All vehicles must be equipped with a two-way communications system linking each vehicle with the Provider's primary place of business. Cell phones are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.
26. All vehicles must properly utilize approved child safety seats when transporting children in accordance with Wisconsin laws and regulations.
27. All vehicles shall have a functioning interior light within the passenger compartment.
28. All vehicles shall have adequate sidewall padding and the vehicle's floor must be covered with commercial anti-skid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.
29. All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by LGTC to aid Participant boarding. This step shall be capable of safely supporting 300 lbs and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.
30. Any vehicle found deficient with any State or Federal regulation or in the following areas must be immediately removed from service:
  - i. Wisconsin Department of Health Services Specialized Medical Vehicle licensing and equipment/restraint device requirements;
  - ii. Department of Motor Vehicles licensing requirements, safety standards, annual Motor Bus/Human Service Vehicle Inspections;
  - iii. ADA regulations;
  - iv. Client Contract requirements;
  - v. Vehicles currently placed out of service by the Wisconsin State Patrol;

- vi. If the overall condition of the vehicle creates a health or safety hazard for the vehicle occupants;
  - vii. Any vehicle receiving two (2) or more legitimized complaints from passengers concerning cleanliness, temperature deficiencies, or other deficiencies within a five (5) day period must be removed from service until vehicle is inspected by LGTC and appropriate corrective actions taken. Such actions must be documented and become a part of the vehicle's permanent record; or
  - viii. Any vehicle found not in compliance with the vehicle standards created under the Client Contract or any state or federal standards (until verified for correction of deficiencies).
31. Wheelchair Vehicle Requirements. All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set forth above as well as the following additional requirements.
- i. Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.
  - ii. Each Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
  - iii. All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs) load.
  - iv. Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:
    - 1. is capable of elevating and lowering a 600-pound load without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;
    - 2. the lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;
    - 3. the lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;
    - 4. the lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;
    - 5. the lift shall be powered from the vehicle's electrical system. The lift platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;
    - 6. the lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;

7. the lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;
  8. all sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;
  9. the lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on the outbound end to prevent ride over;
  10. it is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;
  11. the lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform; and
  12. the lift platform must be equipped with a hand rail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
    - a. maximum height of thirty-eight inches;
    - b. minimum knuckle clearance of 1.5 inch;
    - c. able to withstand a force of 100 pounds; and
    - d. shall not reduce the lift platform width of at least thirty (30) inches.
- v. Each wheelchair position in all vehicles shall have a wheelchair securement device (or "tie down") which shall:
1. be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
  2. be tested to meet a 30 mph/20gm standard;
  3. securely restrain the wheelchair during transport from moving forward, backward, lateral and tilting movements in excess of (2) inches;
  4. be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;
  5. have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A track mounting lock system on the floor shall be compliant with ADA requirements for the type of vehicle in which it is installed. In all cases the straps shall be stored properly when not in use; and
  6. provide seat belts and/or shoulder harness that are attached to the floor or to the side wall of the vehicle, that shall be capable of securing both the passenger and wheelchair.
- vi. Each wheelchair entrance door shall:

1. maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
  2. b) have no lip or protrusion at the door threshold of more than 1/2 inch, and
  3. c) be equipped with straps or locking devices to hold the door open when the lift or ramp is in use.
32. Stretcher Vehicle Requirements. Stretcher van service is an alternative mode of non-emergency transportation. It shall be provided to an individual who cannot be transported in a sedan or wheelchair van and who does not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements. Specialized Medical Vehicles that are also used for cot or stretcher transportation must meet the additional requirements of DHS 107.23(3)(b)10.

driver and an attendant shall staff the vehicle, which shall be specifically designed and equipped to provide non-emergency transportation of individuals on an approved stretcher. A stretcher vehicle shall be used for an individual who:

- i. Needs routine transportation to or from a non-emergency medical appointment or service.
- ii. Is convalescent or otherwise non-ambulatory and cannot use a wheelchair.
- iii. Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is secured safely.

The following restrictions apply:

- iv. A stretcher passenger shall not be left unattended at any time.
- v. The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
- vi. The attendant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
- vii. The stretcher vehicle shall not be used:
  1. for emergency medical transportation;
  2. to transport a passenger who requires basic or advanced life support;
  3. to transport a passenger who has in place any temporary invasive device (including a saline lock), equipment such as an intravenous administration device, or an airway maintenance device. However, the Participant is eligible for transportation if he/she has a battery-operated ventilator and an adult escort trained to provide ventilator care will travel with the Participant, and if no other medical equipment or care is required.
  4. to transport a passenger who requires close observation or medical monitoring;
  5. to transport more than one (1) stretcher passenger at a time.



33. Non Emergency Ambulance Vehicle Requirements. All vehicles used to transport Participants that require covered non-emergency BLS or ALS service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Ambulances shall supersede the following provisions.
- i. Ambulance vehicle must have at least one (1) gurney that is capable of supporting 400 pounds or more.
  - ii. Each gurney must have the capability to be lowered and raised from a height of 18" to a height necessary to load the gurney into the vehicle without requiring the gurney to be manually lifted from the ground.
  - iii. Each gurney must be equipped with no less than one safety belt.
  - iv. Ambulance vehicle must have the necessary equipment to "lock" the gurney securely in place while in the vehicle.
34. Driver and Attendant Qualifications. All drivers and attendants used to perform services shall, at a minimum, meet the applicable qualifications listed below. Each driver's and attendant's records and qualifications are subject to an initial and annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service. LGTC and the Client reserve the right to disallow any driver or attendant from performing services.
- i. All drivers and attendants must be at least twenty-one (21) years of age and have an appropriate and unrestricted (with the exception of corrective lenses) current valid Wisconsin driver's license issued by the Wisconsin Department of Transportation.
  - ii. Drivers who receive citations and are convicted of two (2) moving violations and/or accidents related to transportation provided under this RFP, where the driver was at fault during the full term of the contract, must be removed from service. Provider must report any Driver citations to the LGTC.
  - iii. Drivers who currently have a suspended or revoked driver's license, commercial or other, are prohibited from driving for any purpose under this contract. Drivers shall not have had their driver's license suspended or revoked due to moving violations in the previous three (3) years.
  - iv. Provider shall verify that all drivers and attendants have been subject to and satisfactorily cleared a national criminal background check. Provider must comply with applicable Wisconsin laws and regulation regarding criminal background checks, including fingerprinting, if required and conducted by any law enforcement entity. Provider shall verify that drivers or attendants are not listed on the Wisconsin Department of Health and Human Services Adult or Child Abuse Safety Registry or the Wisconsin State Patrol Sex Offender Registry. The following will preclude a driver or attendant from providing services: (1) conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services; (2) plea of guilty or nolo contendere or conviction for any substance abuse, sexual offenses, or

crimes of violence. Any individual who has plea of guilty or nolo contendere or been convicted for any felony not listed in (2) above in the previous ten (10) years cannot drive or attend to passengers until satisfactory review by the broker and Client is completed.

- v. Drivers and attendants must report to Provider if they are arrested for any reason within seven (7) business days and Provider must immediately report such arrests to LGTC.
- vi. All drivers must meet current state and federal motor carrier safety regulations and guidelines.
- vii. Each driver must have competent driving habits.
- viii. Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service. Each driver and attendant shall successfully pass a ten-panel drug screen for traces of illicit drugs upon initial hire. LGTC will accept current drug screen results (date of screen results less than 12 months prior to effective date of Agreement), including those for less than ten-panel screenings, for those drivers that are providing services on the effective date of this Agreement, however, all future annual testing must comply with the ten-panel requirement. Provider shall ensure that the current laws, as well as Medicaid and/or Medicare regulations, as applicable, regarding annual and/or random drug and alcohol testing are enforced for all drivers and attendants and shall conduct separate and independent drug testing as may be required by the US Department of Transportation.
- ix. Prior to serving as a driver or as an attendant each person shall have received all of the following: basic Red Cross or equivalent training in First Aid and Cardio Pulmonary Resuscitation (CPR); specific instructions on care of passengers in seizure, and specific instructions in the use of all ramps, lift equipment, and restraint devices used by the provider. Each driver or attendant shall receive refresher training and remain current at all times in Basic First Aid and CPR.
- x. Provider shall ensure that all drivers and attendants have been trained in Passenger Assistance and Blood Borne Pathogens. Drivers must also be trained in Defensive Driving, use of common assistive devices by the elderly and handicapped persons, and applicable HIPAA requirements. Provider shall submit to LGTC proof that drivers and attendants have completed all required training prior to the drivers or attendants providing services.
- xi. Any driver or attendant receiving two (2) or more complaints from Participants within a five (5) business day period may not be utilized until corrective action (to be defined by LGTC in its sole discretion) is taken. All complaints must be documented and become a part of the driver's or attendant's permanent file.

### 35. Driver and Attendant Service Requirements and Performance

- i. No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at any time. A driver or attendant can use prescribed medication as long as his/her duties can still be performed in a safe manner and Provider has written documentation from a physician or pharmacist that the medication will not impact the ability of the driver.
- ii. No drivers or attendants shall allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- iii. No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Participants.
- iv. No drivers or attendants shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.
- v. No drivers or attendants shall solicit or accept money from Participants except for the collection of applicable co-payments as authorized by the Client and communicated by LGTC on the trip reservation. Specialized Medical Vehicle providers are required to request co-payments in the amount and from Participants as communicated by LGTC on the trip reservation.
- vi. All drivers and/or attendants shall provide an appropriate level of assistance to a Participant when requested or when required by the Participant's physical condition. Drivers shall maintain a comfortable interior cabin temperature at all times while vehicle is occupied by a member or an attendant.
- vii. All drivers and attendants must wear or have visible, an easily readable official Provider identification.
- viii. No drivers or attendants shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle. Drivers shall report and Provider shall notify LGTC immediately if any Participant does not comply with the no-smoking requirement. At no time shall drivers or attendants eat or consume any beverage while in the vehicle or while involved with or in the presence of any Participant.
- ix. No drivers or attendants shall wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones. Drivers shall not use a cell phone or texting devices while driving.
- x. All drivers shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination. Drivers or attendants must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger's destination.
- xi. No drivers or attendant shall leave a Participant unattended at any time.
- xii. All drivers and/or attendants must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.

- xiii. All drivers and attendants must assist the Participants in the process of being seated, including the fastening of seat belts and securing of infants and children under age five (5) in properly installed child safety seats. Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs or cot/stretchers are properly secured and that all Participants are properly seat-belted or secured/restrained in their wheelchair or cot/stretcher.
- xiv. Drivers or attendants must exit the vehicle to open and close vehicle doors when Participants enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.
- xv. All drivers and/or attendants must provide physical support or assistance and oral directions to Participants. Such assistance shall also apply to wheelchairs and mobility-limited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs.
- xvi. All drivers and/or attendants shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are not responsible for Participant's personal items.
- xvii. All drivers and attendants shall be courteous, patient and helpful to all Participants and be neat and clean in appearance. No driver or attendant shall touch any Participant except as appropriate and necessary to assist the Participant into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver or attendant has been trained.
- xviii. If a Participant or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.
- xix. Drivers shall observe all posted speed limits and modify driving according to weather hazards.
- xx. Provider shall ensure that all drivers observe the driver code of conduct.
- xxi. All drivers shall maintain a daily trip log that includes the following information:
  - 1. Provider name;
  - 2. Provider ID number
  - 3. vehicle number;
  - 4. driver's name as it appears on his/her driver's license;
  - 5. driver's signature
  - 6. names of Participants transported
  - 7. Participant signature for each drop off
  - 8. no show indicator, if applicable;
  - 9. actual arrival time at pick-up point;
  - 10. actual arrival time at drop-off point;
  - 11. date of service;
  - 12. name of attendant (if any) and attendant's signature;

13. authorization stamp or signature of Provider, and
14. any other pertinent information regarding completion of trips.

36. Licensure, & Certification

- i. Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
- ii. Provider shall comply with all applicable city, county, state and federal laws and regulations, including all laws and regulations setting requirements regarding licensing, certification and insurance for all transportation related personnel and vehicles. Such laws or regulations shall take priority over any conflicting provision of this Agreement and the enforcement of the conflicting provision of this Agreement is hereby waived. Specialty Medical Vehicle providers must be currently certified by the Wisconsin Department of Health Services (Wisconsin Medicaid Program) and the Wisconsin Department of Transportation..
- iii. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. Provider will furnish LGTC with such documentation immediately upon request. To the extent Client services are provided to the Wisconsin Department of Health and Human Services, Provider agrees that it must be enrolled with an active provider agreement with the Department prior to providing NET services.
- iv. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.

37. Insurance. Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement. All insurance coverage, except Workers' Compensation, shall name LGTC and the Client as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations. Insurance policies shall indicate that LGTC will be informed in writing prior to any termination of or change in insurance coverage. Concurrently with executing this Agreement the Provider shall submit to LGTC certificates of insurance from its agent or carrier listing LGTC as "Certificate Holder" as well as LGTC and the Client as "Additional Insured. Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or change to such insurance coverage. The certificate of insurance submitted to LGTC shall confirm that the Comprehensive General Liability policy provides coverage for sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto". Provider agrees that LGTC may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Provider's insurance coverage or policy terms.

i. Vehicle Insurance.

1. Taxis, Sedans and Multi-Passenger Vans and Wheelchair Vans:  
The required amount of insurance is the greater of the amount

required by city or county ordinance for taxis or \$500,000 per occurrence per accident. The insurance policy must cover "Any Auto".

2. Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$500,000 per occurrence per accident.
  3. Comprehensive General Liability Coverage. \$500,000, with "Broad Form" coverage including contractual liabilities as well as liabilities for sexual abuse and molestation.
  4. Workers' Compensation Insurance as required by the State of Wisconsin.
38. Maintenance of Records. Provider shall establish and maintain the following records and related information and provide copies thereof within three days notice, or as otherwise required, upon request by LGTC, the Client or its agents. All records shall be maintained and available for review by authorized personnel during the entire term of the contract and for a period of six (6) years thereafter. If an audit is in progress or litigation is in progress or threatened, all documents shall be maintained until such audit and/or litigation is fully resolved. Upon reasonable notice, Provider shall permit LGTC (or designee) to examine and/or audit trip documentation for Participants and will assist LGTC in examining all requested documentation. Providers may be required to maintain documentation for longer periods of time to the extent necessary to comply with applicable laws or regulations or the requirements of LGTC's Clients.
39. Accidents or Incidents. Provider shall inform LGTC immediately of any vehicle collision or accident that occurs while a vehicle operated by Provider is in route for a LGTC assigned trip whether or not a Participant is in the vehicle at the time of the collision or accident. Provider shall also inform LGTC immediately of any incident resulting in injury to a Participant, driver or other passenger; any moving violation that occurs while delivering services, and any other incident involving a Participant that could result in liability to Provider or LGTC. The Provider shall file a written report with LGTC, using LGTC's standard report form, within three (3) working days of any accident, incidents, or moving violation and shall cooperate with LGTC and the Client during any ensuing investigation. Provider shall include a copy of any police reports and tickets/summons with its written report as supporting documentation.