Exhibit B-4 Transportation Services Deliverables

I. **PURPOSE:**

To provide for the delivery of Transportation services authorized by Aging Best (herein referred to as "Agency") to service recipients from their homes, in compliance with 19 CSR 15-4, 19 CSR 15-7, 19 CSR 15-9, all other applicable federal and state laws and the requirements of "Agreement to Provide Deliverables."

II. **AGREEMENT PERIOD:**

July 1, 2021 through June 30, 2022

III. ELIGIBLE PERSONS:

Persons 60 years of age or older who have been authorized for services by an assigned Aging Best staff person.

IV. <u>UNIT OF SERVICE</u>:

One unit is 1 (one) one-way trip

V. REIMBURSEMENT RATE:

Reimbursement rate will be established by mutual agreement between Agency and Provider. Provider shall attach proposed pricing page to this Exhibit A-4 which includes rates for all available transportation services within the committed service area.

VI. <u>SERVICE DEFINITIONS</u>:

- A. Provider must comply with Federal and State Regulations and with Division of Senior and Disability Services/Aging Best standards now in force or under development for Transportation services. Providers will adhere to 19 CSR 15-7.010 and 19 CSR 15-7.040. Documentation for compliance with all standards must be kept available for monitoring at all times throughout the agreement period and for five (5) years after the termination of the agreement.
- B. Transportation Services provide a means of taking a client from one location to another. Transportation Services do not include any other activity.

VII. SERVICE STANDARDS:

A. The Provider shall provide Transportation Services to clients in the Provider's designated service area when authorized by the Agency. The Provider shall request authorization to add or discontinue any Transportation Services authorized by Agency.

The Provider agrees and understands that no change in the Service Plan shall take place prior to the Agency's approval and authorization of the proposed change.

- B. The Provider shall provide services to clients authorized by the Agency and accepted by the Provider, in strict accordance with the Service Plan as provided by the Agency.
- C. The Provider shall be required to enter all client service information and units of service into the AgingIS client management system within one (1) business day of the service being provided. Provider will also be responsible for uploading and attaching requested documentation and signatures to the client's electronic file. Each provider will be granted access to AgingIS by the Agency, who will cover associated fees and serve as the administrator.
- D. The Provider further understands and agrees that the Agency retains the right to terminate services with the Provider when there has been determination of cause and/or at the request of the client.
- E. The Provider agrees and understands that clients authorized by the Agency have the right to utilize the Provider of their choice and the Agency makes no representations concerning the number of clients who will choose the service Provider.
- F. Provider shall, at all times, maintain the ability to be in contact with all authorized clients and the Agency. Maintaining the ability to be in contact with authorized clients and the Agency shall mean at a minimum:
 - Maintaining business telephone numbers that is/are answered twenty-four (24) hours a day, seven (7) days a week identifying the Provider's name. The Provider shall not use telephone services intended to block or restrict incoming calls.
 - Maintaining a principal place of business, within the service and delivery area of the Agency that is open for business and has staff on site during posted business hours. The Provider understands and agrees that business hours shall be conspicuously posted at the principal place of business.
 - The Provider agrees to make all authorized clients and/or the client's representative, aware in writing, of the business hours, phone number, exact local business, including an apartment or suite, of the principal place of business or satellite offices in an effort to ensure effective communication and flow of service delivery.
 - Informing all authorized clients and the Agency, in writing, of any and all changes.
 - The Provider agrees that any changes to the address or phone numbers of any of its offices shall be made at least five (5) working days prior to any change taking place.

- The Provider shall maintain a secure e-mail address in order to send and receive written communications from the Agency containing Personal Identifiable Information (PII).
- G. The Agency staff will send the Service Plan to the Provider, clearly outlining expected start dates and how many units are to be provided. The Provider agrees to begin services within seven (7) calendar days of receipt of authorization.
- H. The Provider agrees and understands that clients must sign a time sheet verifying the delivery of Transportation Services as authorized by the Agency.
- I. The Provider agrees to provide a plan to the Agency on how the Provider will inform clients of other existing services available to meet their needs (examples: In-Home Respite, Homemaker/Chore, Nutrition Services) offered by the Agency or other organizations in the area.

VIII. CONDITIONS FOR PAYMENT:

- A. Any monthly billing invoices requested shall be submitted to the Agency by the 5th day of the month for services delivered in the previous month.
- B. The Agency shall only compensate the Provider for units authorized by the Agency. The Provider will not be reimbursed for units which were not pre-authorized by the Agency's assigned representative.
- C. The Provider understands that failure to properly input the correct data into the AgingIS system within the specified timeline may impact reimbursements. The Agency will only reimburse for those services that are authorized and correctly entered into the system in a timely manner.
- D. No payment will be made to the Provider for any units for which the Provider has been paid by another source.

IX. **DISASTER PROVISIONS:**

- A. The Provider shall develop and implement policies and a plan to work with the Agency regarding service delivery during times of natural disaster, such as earthquakes or floods and other crises that may arise, such as bombs, bioterrorism and/or pandemics.
- B. The plan must include working with the local emergency operation centers for the affected areas and comply with all terms, conditions, and assurances related to natural disasters and man-made disasters.

X. SPECIAL PROVISIONS:

- A. The Transportation Service Provider shall be responsible for any and all personal injury, bodily injury (including death) or property damage as a result of any service rendered under the terms and conditions of the Agreement.
- B. The Provider assumes the obligation to save the Agency, including its Agents, employees, and assigns, harmless for any act of personal injury, bodily injury (including death) or property damage committed by the Provider or other person employed or supervised by the Provider under the terms of the Agreement.
- C. The Provider agrees to obtain at Provider's expense, an insurance policy for property damage as described above. Said insurance policy or policies shall be in a form and issued by companies acceptable to the Agency and shall show the Agency as an additional insured thereunder. Said insurance policy or policies shall insure the Vendor against liability for no less than the following limits:
 - For vehicles with a capacity of 12 passengers or less:
 - o \$100,000.00 personal injury to one individual in any one accident of occurrence;
 - o \$300,000.00 for personal injury to all individuals as a result of any one accident or occurrence;
 - o \$50,000.00 for all property damages suffered by all persons resulting from any one accident or occurrence.
 - For vehicles with a capacity of more than 12 passengers:
 - o \$100,000.00 personal injury to one individual in any one accident or occurrence;
 - o \$500,000.00 for personal injury to all individuals as a result of any one accident or occurrence;
 - o \$50,000.00 for all property damages suffered by all persons resulting from any one accident or occurrence.

XI. ADDITIONAL REQUIRED INFORMATION:

A. Provider shall provide information regarding:

•	Provider's current participation in any of the following Programs
	Section 5311
	Section 5310
	Missouri Elderly and Handicapped Assistance Program (MEHTAP)
	☐ Motor Carrier Safety Certification
	Medicaid Non-Emergency Medical Transportation (NEMT) Vendor

B. Provider shall attach documentation regarding:

- 3-year loss history on auto coverage with experience modification factor
- 3-year loss history on workman's compensation coverage with experience modification factor
- Certificate of Insurance for aging Best that shows compliance with all automobile liability, umbrella liability, and workers compensation liability coverages, including a waiver of subrogation for Aging Best
- Names of local, state and/or federal entities that regular Provider's transit operations
- Proposed pricing page with one-way trip rates for all proposed Transportation services
- List of all drivers
- List of all vehicles
- Proof of vehicle insurance

XII. PROPOSAL EVALUATION CRITERIA:

The evaluation will be based on the following categories and respective weight criteria:

Safety	10%
Pricing	50%
Experience	5%
Expertise	5%
Status (MBE/WBE)	10%
Operational Approach/Quality Assurance	20%
Total	100%

Explanations of the above criteria are as follows:

- a. Safety Loss history, experience modification, and current coverage
- b. *Pricing* Is the proposed reimbursement within established ranges, is the pricing competitive and fair?
- c. *Experience* Length of time the Provider has been in operation. Amount of experience includes types of activities or services provided, etc.
- d. *Expertise* The capacity of Provider to provide proposed service. Are support staff qualified and are there enough to provide service? Is training appropriate for service?
- e. *Status* Aging Best does not discriminate based on race, color, sex, national origin, age, military status, or disability. Women and/or minority owned businesses (WBE/MBE) are encouraged to participate.
- f. *Operational Approach/Quality Assurance* The operational approach must adequately describe what is being proposed, how the proposed activity/program would operate, who would be operating it, what processes for compliance and quality assurance are in place, how does the Provider approach working with people, what is the Provider's plan for sustainability?

The Provider agrees and understands that refusal or failure to deliver services in accordance with the Service Plan to any client authorized by the Agency and accepted by the Provider may constitute a breach of the Agreement unless prior approval has been obtained from the Agency. It shall be deemed a material breach of this agreement for the Provider to limit its acceptance of clients for service to any particular group or subgroup of clients.

The undersigned, on behalf of the Provider, assures compliance with the service specific deliverables described herein in addition to all provisions set for the in the FY22 Aging Best Supportive Services RFP and the "Agreement to Provide Deliverables".

Printed name of Provider's Authorized Agent		
Signature of Provider's Authorized Agent	——————————————————————————————————————	