

# Pathways Transport LLC Non-Emergency Medical Transportation (NEMT) Service Agreement

**Effective Date:** 11/01/2025

**Location:** Idaho

This User Agreement ("Agreement") sets forth the terms and conditions under which Pathways Transport LLC ("Company," "we," "us," or "our") provides Non-Emergency Medical Transportation ("NEMT") services to eligible clients ("Client," "Rider", "Passenger", "you," or "your") in the State of Idaho. By booking or receiving transportation services from us, you agree to comply with this Agreement.

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## 1. Eligibility

- Services are available to individuals who are:
    - Medicaid beneficiaries, scheduled through Medicaid brokers.
    - Private-pay clients, subject to service availability.
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## 2. Services Provided

- Transporting riders in a company car, van, or bus, which may be modified for different abilities
  - Providing a rider an arm/hand for stability
  - Operating a rider wheelchair
  - Operating a rider gurney/stretchers
  - Transitioning a rider to and from supine position
  - Transitioning a rider to and from sitting position
  - Operating equipment necessary for stair mobility
  - Operating doors of buildings and vehicles
  - Assisting the rider to the check-in location
  - Operating any company vehicle lifts
  - Loading and securing the rider and any necessary assistive devices
  - Assisting with entertainment items such as company vehicle audio or video devices
  - Assisting with company refreshment items such as beverages or snacks
  - Assisting with climate control
  - Assisting with luggage
  - Waiting with reception areas for riders (ex. in the lobby of an airport)
  - We do **not** provide emergency medical transportation. For emergencies, call 911.
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## 3. Scheduling

- Stretcher rides must be scheduled at least one (1) hour in advance unless otherwise arranged.
  - Same-day service are provided based on availability, but is not guaranteed.
  - Clients must provide accurate appointment details (time, location, return needs, etc.).
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#### **4. Client Responsibilities**

- Be ready at the scheduled pick-up time and location. Drivers will wait no more than 15 minutes.
- Notify the Company of cancellations 24 hours before scheduled pick-up for a full refund. Cancellations within 24 hours will be charged 50% of their fare.
- Use seatbelts and any required safety equipment during transport.
- Inform the Company if a caregiver or escort will accompany you.
- Refrain from smoking, drinking alcohol, or engaging in disruptive behavior during transport.

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#### **5. Cancellations & No-Shows**

- Excessive no-shows or late cancellations may result in suspension of service.
- Medicaid clients are subject to state and managed care transportation policies.
- Private-pay clients may be charged a cancellation fee of 50% of the ride charge if cancelled under 24 hours of their fare
- No-show fee is the full amount of the fare.

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#### **6. Fees & Payment**

- For Medicaid-covered clients: billing will be submitted through the appropriate transportation broker or Medicaid administrator.
- For private-pay clients: payment is due prior to scheduling of the transport unless prior arrangements are made.
- Additional charges may apply for increase of service, equipment rental, wait time, extra stops, or special accommodations.
- Payment is due on or before the stated due date. A 10-day grace period is provided after the due date. If payment is not received within this grace period, the account will be considered past due.
  - On overdue balances, an annual interest rate of 35% will be applied, calculated on a daily basis from the date the grace period ends until the balance is paid in full. Additional administrative fees may apply for continued delinquency.
  - Please remit payment promptly to avoid late charges and interest accrual.

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#### **7. Safety & Conduct**

- Our drivers are trained, background-checked, and follow Idaho Department of Health & Welfare regulations.
- Clients must behave respectfully toward staff and other passengers.
- The Company reserves the right to refuse or terminate services if behavior and/or actions threatens the safety of others.

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#### **8. Liability**

- The Company maintains all required insurance in compliance with Idaho state law.
- Pathways Transport is not liable for delays or missed appointments due to factors beyond our control (e.g., traffic, weather, road closures).
- Clients are responsible for any damage they cause to vehicles beyond normal wear and tear.

- Pathways Transport is not liable for any damage due to transportation or use of equipment within a place of residence or business. Utilizing the equipment may lead to stains, scratches, dents, damage and/or holes in flooring, doorways, and any other things equipment comes in contact with.

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## **9. Image and Audio Capturing**

- Photographs or recordings may be taken by authorized company employees, or representatives of Pathways Transport, for use in public media and/or publications used by Pathways Transport for promotion and/or training.
- Staff are NOT allowed to film or record riders or operations conducted without express permission from the Transport Manager, or delegee, and may not use any likeness or names of riders for personal use, including on social media.
- In the event of a traffic collision, staff are required to take pictures and/or videos of the area of collision, damage done to any vehicles involved, insurance information or injuries sustained to staff and/or riders. These pictures/media will only be sent to Dispatch, Transport Manager, Company Representative, or first responders (law enforcement and/or medical personnel).
- Pathways Transport may take photographs using company property for the purpose of skin/wound documentation in the case of first aid utilization.
- These will be stored properly and protected with Pathways and no individual.
- Dash cameras will be in use during any transport conducted. This will include outward and inward-faced views. Audio recordings will also be active.
- In the event that drivers and support staff need to enter a place of residence for any transport, a body camera will be worn at all times that will record visual and audio. There will be no exceptions to this rule, as it is to protect the liability of the company and the staff.

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## **10. Privacy & Confidentiality**

- We comply with HIPAA and Idaho privacy regulations.
- Client information will only be shared with authorized parties as required to arrange and provide transportation services.

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## **11. Modifications**

- The Company may update this Agreement at any time. Updated terms will be posted on our website or otherwise communicated to clients. Continued use of services constitutes acceptance of changes.

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## **12. Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Idaho. Any disputes shall be resolved in mitigation first. Escalation of disputes shall be litigated in the courts of **Nez Perce County, Idaho**.

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### **13. Contact Information**

**Pathways Transport LLC**

Phone: 885-465-6861

Email: [info@pathwaysnemt.com](mailto:info@pathwaysnemt.com)

**By booking or using our services, you acknowledge that you have read, understood, and agree to the terms of this User Agreement.**