



WHITE MOUNTAIN APACHE TRIBE

*A Sovereign Nation Exercising Self-Governance
Over the Fort Apache Indian Reservation*

Resolution No. 04-2013-82

(Authorize Client Business Office to Oversee Non-Emergency Transportation Services on Fort Apache Indian Reservation in the best interest of its Tribal members)

- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe (“Tribe”) is entrusted by the Tribe’s Constitution to act in all matters that concern the welfare of the Tribe, to manage all economic affairs and enterprises of the Tribe, and to regulate subordinate organizations for economic and other purposes; and
- WHEREAS,** the Indian health Service, an agency within the Department of Health and Human Services, is responsible for providing federal health services to American Indian and Alaska natives; and
- WHEREAS,** the Client Business Office of the White Mountain Apache Tribe (WMAT) has been established and is operated through the White Mount Apache Patient Transportation Program under the Public Law 93-638, Contract No. HHS12471010009C, and
- WHEREAS,** the Client Business Office provides non-emergency transportation for eligible patients who have appointments at other health care facilities; and
- WHEREAS,** the transportation services allow Tribal members to obtain medical services that they would not otherwise receive, because such transportation is beyond the scope of services available at the Whiteriver Service Unit and/or Cibecue health Center; and
- WHEREAS,** the Client Business Office had previously been deemed exclusive providers for Tribal member transportation services to and from the Fort Apache Indian Reservation for non-emergency transportation to Phoenix, Tucson, Flagstaff, Show Low and their local facilities; and
- WHEREAS,** the Client Business Office provides transportation for all Tribal members of the Fort Apache Indian Reservation free of charge, third party billing through the Arizona State Medicaid program is essential to support the employees, operational cost and vehicles maintenance; and
- WHEREAS,** the increasing number of patients with chronic disease requiring appointments to medical facilities outside the Whiteriver Service Unit; and that the Client Business

Office provides transportation for those individuals on dialysis both in Whiteriver and in Show Low; and

WHEREAS, the Client Business Office has worked with numerous non-Tribal businesses that have provided transportation services to Tribal members without prior existing contracts or agreements with the White Mountain Apache Tribal government; and

WHEREAS, the failure of the Tribal government to contract with agencies or to fully provide funding for services desperately needed on the Reservation has negatively affected Tribal members and the Client Business office whose overall purpose is to provide transportation to all Tribal members at no expense; and

WHEREAS, the Non-Emergency Transportation Plan, incorporated by this reference, has been developed to assist with the regulation of outside non-emergency transportation program and on numerous occasions has been presented to the Tribal Council for their review; and

WHEREAS, the Client Business Plan has partnered with Tribal Employment Rights Office (TERO) and the Tribal Apprentice Program (TAP) and developed the Non-Emergency Transportation Plan to monitor and to ensure the safety and well-being of patients and employees of the Tribe; and

WHEREAS, the Tribal Council finds it in the best interest of the White Mountain Apache Tribe to authorize the Client Business Office to regulate transportation services on the reservation, including but not limited to 3rd party transportation services, engage in transportation partnerships, and administering and regulating transportation services as provided in the plan.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Client Business Office to oversee the non-emergency transportation services on the Fort Apache Indian Reservation in the best interest of its tribal members.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby supports the Non-Emergency Transportation Plan, as attached and incorporated by this reference, and shall be accepted as written with minor changes by the Client Business Office in the future to reflect the Tribe's best interest.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, this Resolution shall be declared null and void and have no legal effect.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Acting Chairman, is hereby authorized to execute any and all

documents necessary to effectuate the intent of this Resolution. In the event that the Chairman fails to delegate signatory authority to an Acting Chairman, the Vice-Chairman may sign.


The foregoing resolution was on APRIL 17, 2013 duly adopted by a vote of FIVE for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (k), (s), (t) and (u) of the Tribal Constitution, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Ronnie Lupe, Chairman

5-2-13

Date



Mariddie J. Craig, Secretary

4/30/2013

Date



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White Mountain Apache Tribe
Client Business Office
Non-Emergency Medical Transportation Program



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GLOSSARY



AHCCCS	-	Arizona Health Care Cost Containment System
ALTCS	-	Arizona Long Term Care System
BAA	-	Business Associate Agreement
CBO	-	Client Business Office
DDC	-	Defensive Driving Course
EIN	-	Employer's Identification Number
HIPAA	-	Health Insurance Portability Accountability Act
IHS	-	Indian Health Services
NEWT	-	Non-Emergency Medical Transportation
PTC	-	Patient Transportation Coordinator
QAC	-	Quality Assurance Coordinator
SSN	-	Social Security Number
TERO	-	Tribal Employment Rights Office



1.0 MISSION STATEMENT

The Client Business Office (CBO) desires to develop, implement, operate, and maintain a cost effective, integrated non-emergency medical transportation (hereafter referred to as “NEMT” or “Patient Transportation”) program. This network currently consists of the existing tribal NEMT operation with future plans to contract independent transportation providers to sufficiently fulfill demand. CBO and its partners will provide safe and efficient access to non-emergency medical transportation for those individuals eligible for Indian Health Services living on the Fort Apache Indian Reservation.

2.0 VISION STATEMENT

Through innovation and partnerships, the CBO will strive to be a performance-driven department committed to collaborating with internal and external partners to deliver a non-emergency medical transportation system that strives for the standard of excellence in serving our eligible members.

3.0 OVERVIEW

The purpose of this the Client Business Office Non-Emergency Medical Transportation plan is to provide an overview of the NEMT program, establish important guidelines, clarify current and future processes, and describe forthcoming implementations. In particular, this plan will:

- Provide a general description of the NEMT program
- Discuss the CBO’s responsibilities and organization
- Discuss driver, attendant, and vehicle requirements
- Discuss transportation scheduling procedures
- Discuss transportation performance standards
- Discuss transportation delivery procedures
- Discuss transportation providers' responsibilities
- Discuss patients’ responsibilities and user policy
- Discuss partnerships with independent transportation providers
 - Requirements
 - Agreements
 - Procedures
 - Standards
 - Responsibilities
- Discuss financial projections

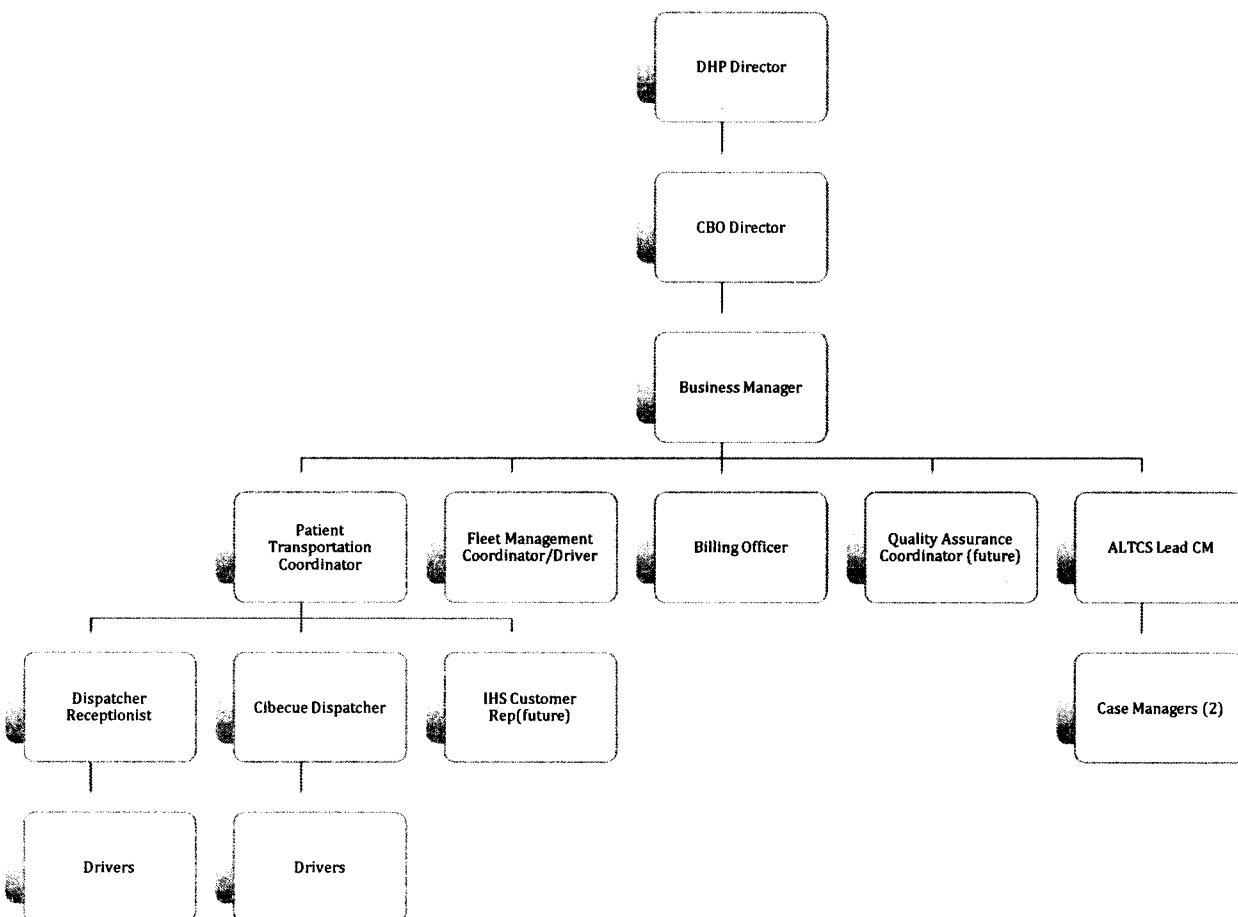
3.1 GENERAL DESCRIPTION

The Non-Emergency Medical Transportation Program is a benefit available to eligible Arizona Health Cost Care Containment System (AHCCCS) and Arizona Long Term Care System (ALTCS) members and individuals who qualify for Indian Health Services (IHS) services. NEMT services are important to the frail and elderly, patients with disabilities, and patients who need critical services such as dialysis, rehabilitation, or physical therapy and have no other transportation available. Services are also vital to patients that require medical services beyond the scope of the Whiteriver Services Unit and require transportation to other facilities for medical services. The White Mountain Apache NEMT program does not and cannot transport patients that require emergency medical transportation.

3.1.1 Patient Transportation Schedule

1. Transport Dialysis patients to either the IHS Dialysis Center or nearest dialysis center (including Cibecue Community).
2. Transport patients beyond the scope of the Whiteriver Service Unit to other providers, i.e., Show Low, Springerville, Tucson, Flagstaff, Phoenix, and/or out of state, as required by the Clinical Director.
3. Transport patient from Cibecue Health Center to medical appointments in Whiteriver on a daily basis.
4. Now providing extended return transportation services from 6:00 P.M. to 6:00 A.M., as referred by Emergency Room House Supervisor.

3.1.2 Organizational Chart



3.1.3 Client Business Office Responsibilities

The CBO will confirm that patients are eligible for patient transportation services and receive service that is safe, reliable and on time. As the primary NEMT provider for the area, CBO coordinates reservations, grievance management and quality assurance, and claims payment for the full range of transportation services. Direct transportation service demand is met by the CBO with assistance from independent transportation providers. CBO is responsible to our patients for the performance of the following tasks:

1. Recruit and maintain an adequate NEMT provider Network (drivers, administrative management, contracted providers, etc.);
2. Operate a toll-free call center for transport requests;
3. Verify patient eligibility;
4. Assess NEMT service eligibility in accordance with the Client's policy;
5. Verify that the purpose of the transport is to receive a service covered by Medicaid

(which may include confirming appointments with medical providers), AHCCCS, or ALTCS provided by the closest, available enrolled medical provider;

6. Assign and schedule transports on a per-transport or recurring basis in the most appropriate cost-effective manner, consistent with the transportation needs of the patient (i.e., curb-to-curb or door-to-door delivery, etc.) and the Client's policy requirements (i.e., travel distance standards);
7. Assure compliance with driver and vehicle requirements;
8. Develop and implement a system that tracks contacts, grievances, and grievance resolutions;
9. Develop and implement a monitoring system and quality assurance plans;
10. Provide administrative oversight;
11. Submit claims/encounter files to the Client(s)
12. Protect Member confidentiality under HIPAA;
13. Maintain adequate staff and facilities; and,
14. Participate in Member appeals as requested by the Client(s).

The basic steps CBO follows to arrange transportation, authorize and render transportation services are described below.

1. Patient Transportation Coordinator (PTC) receives reservation telephone calls from the patient (*or representative*) requesting non-emergency transportation services.
2. The PTC will review the transport request and verify the patient's program eligibility for the requested date of service.
3. The PTC will assess the patient's eligibility for transportation services in accordance with the Client's current transportation policy, including that the patient has no other transportation available
4. The PTC will verify that the transport is to a covered service, which may include confirmation that the services are to be provided by an enrolled medical provider.
5. The PTC (and the utilization review department, if necessary) will authorize the transportation service level and inform the patient of the transportation arrangements. If necessary, the PTC will verify the transportation need by confirming the appointment with the medical facility.
6. CBO will assign the transport to a driver or, if necessary, an available contracted provider consistent with the needs of the patient and the Client's policy requirements.
7. CBO drivers must reconfirm the pick-up with the patient 24-hours ahead of the scheduled medical appointment to reduce the possibility of no-shows.
8. If applicable, CBO makes payment to the Independent contacted transportation provider promptly upon receipt of a properly completed and verified transport invoice.

These procedures will vary when public transportation, mileage reimbursement or other appropriate transportation services are used and will be explained in more detail in different sections of this plan.

3.1.4 GEOGRAPHIC CONSIDERATIONS

CBO will schedule transportation to AHCCCS, ALTCS, Medicare Services only within the area customarily used for healthcare services by the community in which the patient resides, and the patient's benefit coverage may further require the use of the closest available enrolled medical provider. CBO may schedule transportation outside the area only if appropriate medical resources are not available within the area and a health care provider has referred the patient to covered services provided by an enrolled medical provider outside of the area. This includes limited out-of-state transportation services authorized on a case by case basis.

Business Office

The CBO NEMT operations will be coordinated from the CBO location in Whiteriver, Arizona, with a Call Center at the Whiteriver Indian Health Services hospital to be introduced in Summer 2013. This office will accept patient reservation calls during normal reservation hours and will also staff key personnel 24/7, to assist patients with their transportation needs and provide support for technical and operational issues for drivers outside the normal operating hours. The CBO is staffed with tribal personnel that can respond to drivers and Independent inquiries and offer immediate assistance with transport assignments, reports, performance reviews and help to resolve billing issues.

4.0 INDEPENDENT PROVIDERS

4.1 Participation Requirements

Transportation providers eligible to be considered for participation must:

- Possess and maintain a tribal business license, including paying applicable tribal fees and taxes (see **Attachment A**)
- Properly licensed by the Arizona Secretary of State
- Provide a valid license, permit and/or certification from the State of Arizona
- Private automobiles licensed by the Arizona Secretary of State.
- Possess TERO license
- Proof of *Annual Service Providers Fee* payment
- Drivers and vehicles must meet the Arizona Secretary of State licensing requirements.

All NEMT providers conducting business on the Fort Apache Indian Reservation are required to obtain proper clearance from and sign a contract with the CBO. All contracted transportation providers must be in compliance with the State of Arizona and the White Mountain Apache Tribe. Transportation providers must provide valid business licenses from the State of Arizona and the White Mountain Apache Tribe, and other valid license(s), permit(s) or certification(s) from the State of Arizona.

As a contracted provider of White Mountain Apache Patient Transportation Program, it is the responsibility of the contracted provider to abide by the following policies and procedures of the Client Business Office. This includes, but is not limited to:

- The provider is responsible for maintaining current licenses, permits, or certifications as required by all levels of government in Arizona for operation of vehicle(s). This includes, but is not limited to vehicle license, driver's license and business license.
- The provider is responsible for maintaining complete and accurate records of operational and administrative costs and records that validate provider billing and utilization of services. This material will be made available upon request to authorized representatives from CBO for review.
- The provider is responsible for maintaining all state and/or locally required insurance coverage for the protection of its fleet, clients and personnel and upon request shall furnish the CBO with proof of this coverage.
- The provider is responsible to provide door-to-door service and when necessary, the operator must provide assistance to clients while boarding and/or alighting from the vehicle. Providing assistance is necessary when a patient must be physically assisted into or out of the vehicle, residence or the medical provider site. Without such assistance it would be unsafe or impossible for the client to reach the destination. Since it is the policy of the CBO not to provide an attendant to assist clients the CBO will inform the client when completing the reservation form.
- Providers must maintain such records as are necessary to fully disclose the extent of services provided and when required furnish CBO and Federal or State representatives with information regarding transportation services.

Records must include a Transportation Daily Log (see **Appendix B**) and must be completed in

its entirety. Every line on the form must be completed with legible and accurate information. A Daily Log is required for each date of service except for those clients who have recurring medical appointments (i.e., Methadone Clinics, Community Mental Health Clinics, Speech, Occupational and Physical Therapy). Clients with recurring appointments may have their Scheduling Form completed on a monthly basis.

4.2 Transportation Provider Transportation Agreements

CBO will not establish or maintain service agreements with Transportation Providers that have been determined to have committed Medicaid fraud or been terminated from the Medicaid program. CBO will terminate a service agreement with a Transportation Provider if a pattern of substandard performance is identified and the Transportation Provider fails to take satisfactory corrective action within a reasonable time period. CBO clients reserve the right to direct CBO to terminate any service agreement with a Transportation Provider.

4.3 Safety Training Certification Requirements

As required by the State of Arizona, all providers of NEMT must certify that all drivers and employee attendants have completed a safety program approved by the CBO, prior to transporting participants.

The Safety Training Certification is required as determined by the signed contract agreement. It is the provider's responsibility to re-certify and submit proof to the CBO as outlined in the contractor agreement or upon request. Contracted providers must maintain documentation of their driver and employee attendant certifications. Failure to produce the documentation upon request from the CBO shall result in possible contract suspension. To participate, a transportation provider is required to enroll and file a Provider Agreement (see **Attachment C**) with CBO.

Procedure: The provider must complete and submit:

- Provider Enrollment/Application
- Agreement for Participation
- Copies of proper licenses, permit(s) or certification(s)

The following documentation must be provided with the application, if appropriate.

- Copy of Secretary of State Vehicle Identification card
- Copy of approved rate of reimbursement as established by local government authority

A detailed list of required documentation and the abovementioned forms may be obtained from the CBO. The forms must be completed (printed in ink or typed), signed and dated by the provider and returned to the CBO Director. The provider should retain a copy of the forms.

Participation approval is not transferable

When there is a change in ownership of an enrolled transportation company, or a change in the Federal Employer's Identification Number (EIN) or the Social Security number (SSN) of an enrolled transportation provider, a new application for participation must be completed.

Fingerprint-Based Criminal Background Checks

As part of the enrollment process, contracted non-emergency transportation providers, excluding vendors owned or operated by governmental agencies and private automobiles, must submit to a fingerprint-based criminal background check.

4.4. Participation Approval

When participation is approved, the provider will receive a notification in the form of a letter with detailed information of next steps, standards, and procedures. The provider is to review this information for accuracy immediately upon receipt.

The CBO will assign the enrollment date.

All contracted non-emergency transportation providers are subject to a 180-day probationary enrollment period.

4.5. Participation Denial

When participation is denied, the provider will receive written notification of the reason for denial. Within ten calendar days after the date of this notice, the provider may request a hearing. The request must be in writing and must contain a brief statement of the basis upon which the department's action is being challenged. If such a request is not received within ten calendar days, or is received, but later withdrawn, the department's decision shall be a final and binding administrative determination.

4.6. Provider File Maintenance

The information carried in the department's files for participating providers must be maintained on a current basis. The providers and CBO share responsibility for keeping the file updated.

4.7. Provider Responsibility

Any time the provider effects a change that causes information on the Provider Information Sheet, to become invalid the CBO is to be notified. When possible, notification should be made in advance of a change.

4.8 Performance Standards

Independent Transportation Provider shall comply with the following performance standards.

1. Transportation Provider shall use only those vehicles that are properly registered to the Transportation Provider and approved CBO for use in performing transportation services for patients.
2. Transportation Provider shall require the proper use of seat belts and shoulder restraints by all occupants, including the driver.
3. Transportation Provider shall require the use of child safety seats as required under state and local law.
4. Transportation Provider's drivers engaged in transportation under the Transportation Agreement with CBO shall be properly trained to provide safe, courteous, and reliable transportation at all times.
5. Transportation Provider shall provide supportive invoice documentation that shall be retained by Transportation Provider for five (5) years beyond the duration of the Transportation Agreement with CBO, including any extensions.
6. Upon reasonable notice, Transportation Provider shall permit CBO (or designee) to examine and/or audit transport documentation for patients and will assist CBO in examining all requested documentation.
7. Transportation Provider shall require drivers and attendants performing services under the Transportation Agreement with CBO to attend driver-training seminars as required by CBO.

4.9 Insurance, Licensure & Certification

A copy of all insurance, licensure and certification records required by the Transportation Agreement must be regularly submitted to the CBO Director.

**5.0 TRANSPORTATION SCHEDULING
PROCEDURES**

5.1 Gatekeeping and Patient Worksheet

The gatekeeping function ensures that NEMT services are authorized and provided according to the terms and limitations of CBO's obligations under its Client contracts and as required under the state AHCCCS regulations. NEMT services are intended only for eligible patients who have no other means of transportation to covered medical services. Additionally, reservations for transportation services must be made one (1) day or more in advance of the appointment, except in the case of urgent care.

A PTC will determine the Member's eligibility for NEMT services in a three-step process.

1. The PTC will confirm the Member's eligibility by accessing a list of eligible Members provided by the Client.
2. The PTC will confirm that the Member is being transported to a covered service.
3. The PTC will confirm that the Member has no other viable means of transportation available.

The database of eligible Members is updated as new eligibility information becomes available; any change in Member address or eligibility information must come from the State.

What can the Transportation Providers do to help the system work smoothly?

The transport details contained on transport reservations (Attachment D) sent to drivers is derived in part from Member eligibility files received from the Client, as well as from the information received from Members (or their representatives) during phone reservation, or from medical providers on written standing order forms. That information may not always be accurate or complete. The driver plays an important role in identifying gaps and errors in this information. Drivers should inform CBO administration in writing if address information or scheduled pick-up or appointment times are inaccurate.

Any driver who has reason to believe that a Member should not be transported should contact CBO immediately. This notification should include Member's name, job number and date, as well as the reason the transport is inappropriate. Such reasons may include that Member has access to transportation, Member is not being transported to a covered service, or Member is assigned to the wrong level of service (assigned to wheelchair or stretcher but Member is able to walk).

5.2 Member Registration and Reservations

The CBO NEMT administration is properly trained to capture all of the information required by Clients and by good business practice. Information about the Member's transportation reservation is divided into two primary parts.

- The pick-up location and the transport destination, which is obtained from the Member or caller
- The transportation specifics such as the level of service, time of pick-up, special needs of the Member

The CBO administration prepares a pick-up time, or “be ready time”, based on the mileage of the transport. The assigned driver may not modify these times; however, a driver may offer Members alternative pick-up times to better coordinate vehicle routes and multi-load opportunities. Any alternative pick-up time that Member and driver agree to must be communicated and authorized by CBO in advance.

Reservation information is tracked by CBO administration based on a confirmation number or "job" number that is given to the Member as well as to the assigned driver. Any reference to specific transportation reservations should include the scheduled date of service as well as the specific job number.

5.3 Levels of Service for Transportation

Our Clients establish the basic criteria for determination of levels of transportation, and those criteria are incorporated into the standard operating policies and procedures and training materials used by CBO and our Transportation Coordinator. Our staff is trained to ask appropriate questions, including, but not limited to:

- Does the Member have his or her own wheelchair?
- Is the Member transferable? (i.e., does not require a lift or ramp equipped vehicle)
- Will treatment impact the Member’s ability to walk?

The transportation level of service gatekeeping process is repeated at appropriate intervals to monitor acute conditions that can change over time.

The NEMT program allows for the transport of Members who are ambulatory, wheelchair dependent, stretcher dependent, or require ambulance service. CBO will contract with a variety of Independent contractors to meet the needs of the Members.

Drivers and Independent contractors must contact CBO if they believe that an inappropriate level of service has been ordered for a Member. If a situation requires immediate attention, a driver can call the designated CBO phone number for immediate assistance twenty-four hours a day.

The following list identifies some special considerations concerning level of transportation:

- Wheelchair dependent Members must provide their own wheelchair. Wheelchair dependent Members that do not provide their own wheelchair will not be up-graded to stretcher transportation.
- Members who are stretcher dependent must have documentation submitted by a medical professional to CBO that such service is the necessary level of transportation.
- The NEMT program does not cover emergency transportation of any sort and emergency calls will be transferred to 911 emergency services.

5.4 Urgent Care

CBO shall arrange urgent care transportation when a qualified Member has no other means of transportation. Urgent care means an unscheduled episodic situation, in which there is no immediate threats to life or limb but the Member must be seen on the day of the request and treatment cannot be delayed until the next day. Hospital discharges are considered as urgent care. CBO will verify with the direct provider of the medical service that the need for urgent care exists. Valid requests for urgent care transport shall be honored within four (4) hours of the time the request is made.

Urgent care is not transportation that is initiated by dialing 911. It is not transport that requires an immediate response to take a member to the emergency room for evaluation of a new or suddenly worsening condition that threatens life or limb (i.e., sudden life threatening medical situation, significant trauma, coma, shock, uncontrollable bleeding, respiratory distress, poisoning, drug overdose or any situation where immediate medical relief or treatment is necessary). It is also not transport that someone forgot to schedule two business days in advance.

5.5 RIDE POLICIES

1. All riders must have a valid ID or have a Certificate of Indian Blood card or be enrolled in the WMAT as a member.
2. All children under the age of 18 must have an escort, preferably a parent. No one else, other than the person with the appointment, shall be transported. If an escort for an adult is needed, only one person may have the responsibility.
3. No one will be allowed to ride in the vehicle if they are determined to be under the influence of either alcohol or drugs that could impair their judgment. You may also be asked to show the prescription of a drug if it is a "controlled substance."

Failure to provide the right information will result in a refusal of service.

4. Harassment or rude behavior to any of the occupants in the van will not be tolerated or permitted.
5. Adult broken appointment policy – In our efforts to serve more people, and to get the most benefits out of the NEMT program, we must implement the following policy: Any failure to be ready for pickup will be considered a broken appointment. This includes not giving the driver 24-hour notice. If three (3) broken appointments occur in a 60-day period, the ride service will not be offered to you for 30 days.
6. Some people are physically unable to tolerate strong or offensive fragrances in a confined space, due to a number of health related issues. Therefore, no heavy or strong colognes or perfumes should be applied prior to riding in the vehicle. This also goes for any other offensive odor.

7. Please allow ample time for the distance that needs to be traveled.
8. All passengers **MUST** fasten their seatbelts while the vehicle is in motion.
9. Future rides will not be scheduled if your appointment does not have a definite time. Allowances will be made for those who have no choice but to be a “walk-in”, providing there is time and room for that day’s ride and no rides will be given for emergency purposes.
10. Due to the large number of Members using the ride service, regularly scheduled visits will not be scheduled, in fairness to everyone.

5.6 Escort

CBO requires one escort to accompany the Member or group of Members who are visually impaired, hearing impaired, mentally challenged, minors, or who otherwise require medically necessary assistance. Drivers are not permitted to act as escorts and may not charge additional fees to provide escort services.

5.7 Grievance Process

CBO is responsible for recording and responding to grievances associated with the delivery of NEMT services. (see **Attachment E**) form Grievances include those received from Members, medical providers or facilities, Drivers or any other individual or entity that contacts CBO.

CBO is not delegated to handle any formal member appeals & grievances and must fax all written grievances to the CBO Director, via fax (928) 338-5254 or email the CBO Director on the day of receipt.

Grievances are recorded within the CBO system and are investigated by the CBO Director. Grievances are tracked based on their nature as well as any identified Driver involved. Excessive grievances concerning a specific Driver or Independent Transportation Provider may result in a decrease in work assigned to, or a removal of the Driver or Independent Provider from the NEMT network.

Members or Medical providers may file grievances about late transports by contacting CBO, all CBO staff are trained to recognize and record service grievances. For Members that contact the Dispatcher, a transportation coordinator will attempt to resolve matters by contacting the assigned Driver while the Member is still on the line. If the member’s issue cannot be resolved on the initial phone call, CBO will fax grievances to the Department of Health Programs (DHP) Director via fax # (928) 338-1615, on the day of receipt. Member grievances that do not involve immediate service needs will be assigned to a Quality Assurance Coordinator (QAC). Drivers or Independent Providers may also register general or specific grievances about CBO services or about a Member by contacting CBO operations staff. Drivers will receive a monthly report of grievances that have been validated concerning their services and reviewed during routine meetings with the director.

Drivers also have the right to contact the Department of Health Programs Director directly if they feel their concerns are not being address by CBO. They may do so by calling (928) 338-4955.

5.8 Transportation Assignment and Notification

It is CBO's responsibility to send an initial Transport Reservation Manifest (see Attachment F) to each Drivers at least 24-hours prior to the date of service, and 24-hours for Independent Providers. The manifest is updated daily in coordination with the Whiteriver Unit Contract Health Services and is made available by 4PM. The manifest will show all reservations that have tentatively been assigned to each Driver and Provider. Independent Providers must review the manifest and determine that all reservations meet the service levels that they provide and are in the geographic area that they serve. Reservations outside of Provider's service area must be sent back to CBO on the appropriate Reroute form twenty-four (24) hours or more before the scheduled pick-up time. Twenty-four (24) hours before the date of service, Drivers and Independent Providers may receive a revised manifest. The revised manifest will include any changes or additional reservations that may have been assigned to a Driver or Independent Provider. Any transports that are assigned to the Driver or Independent Provider within twenty-four (24) hour of the transport pick-up time will also be verbally confirmed with the Driver or Independent Provider.

Manifests will be faxed to the number that each Independent Provider submits to CBO on the Independent Provider Form. Independent Providers must submit changes to the fax number to CBO in writing on their company letterhead. Independent Providers will complete all transports that have been assigned to them on their manifests and not appropriately rerouted back to CBO, absent extenuating circumstances. Transports that are rerouted must include a reason.

If a Driver or Independent Provider continually receives excessive reservations from CBO operation staff, they should contact the CBO Director to confirm that the information for the Driver or Independent Provider's vehicle capacity is current and correct. Drivers or Independent Providers that reroute reservations without a valid reason or who do not reroute reservations in a timely fashion, will find their assigned reservations decreased. Return transports for individuals are authorized during the reservation process. However, individuals often do not know when their medical appointment will end or know an exact return time. As a result, many transport reservations show the return log as a "Will Call" on the transport manifest. Members should call CBO when ready to be picked up for the return transport to home or residence. Drivers should never ask Members to call them directly when they are ready for a return pick-up. The correct return pick-up time must be recorded by the driver and submitted. Requests for return pick-ups shall be honored within one 1-hour of the time the request is made.

Drivers must review transport manifests prior to the scheduled date of service. We recommend that the following procedures be followed:

1. Contact Members no later than the night before the transport to confirm that they are still in need of transportation and to reduce risk of a no-show.
2. Arrange pick-up times to maximize the ability to appropriately multi-load while still

getting the Members to their destinations on time.

Reminder: The Driver MUST notify CBO operation staff of any schedule time changes BEFORE performing the transport. Drivers are not authorized to change pick-up times without first contacting CBO operation staff.

3. Report all cancellations, no shows and refusals on your Cancellation Report Form (see Attachment G). The Driver must submit the Cancellation Report Form to CBO by 4PM each day for the previous day's cancelled transports.

5.9 Transportation Assignment Procedures

Reservations are assigned to a Driver based on numerous and continually changing factors. This assignment is generally made at the time of the initial call but may change prior to the actual transport date.

CBO is a direct provider as well as a purchaser of transportation services from several Transportation Providers in the market place. As in any market situation, CBO is free to choose from whom it will buy transportation services, how much it will purchase, and what price it is willing to pay. The Transportation Agreement does not guarantee Transportation Providers any minimum transport assignments from CBO. While Members have no direct right to choose a particular Transportation Provider, Members and medical providers can influence CBO's assignments by reporting service and quality issues. Prior to the scheduled date of service, the CBO staff review all reservations and makes any necessary changes to the Transportation Provider assignment. These changes are intended to insure the following:

- The Transportation Provider assigned can supply the indicated level of service
- The Transportation Provider assigned is available in the pick-up area indicated
- The number of reservations assigned to a Transportation Provider does not exceed the Transportation Provider's capacity
- The transports are assigned in the most cost effective manner
- The Transportation Providers utilized have been cleared to participate in the NEMT program

5.10 Reservation and Service

The CBO call center is staffed to receive reservations Monday through Friday between the hours of 08:00 AM to 5:00 PM. Our office is staffed 24/7 to handle ride assistance and urgent reservation requests (including discharges) at any hour of the day or night, 365 days a year.

**6.0 TRANSPORTATION
PERFORMANCE STANDARDS**

6.0 TRANSPORTATION PERFORMANCE STANDARDS

Quantifiable performance standards are an essential element of the NEMT program. Performance goals are used to measure the quality of delivered service and to target corrective activities to achieve overall quality goals.

Specific driver standards of customer service and conduct are incorporated into all Driver and Transportation Provider contracts. Additional proactive steps are taken, as outlined below, to maintain compliance with the spirit and intent of the performance standards.

1. Confirm that the information taken at the time of call intake is accurate and complete so that no delays are attributable to bad addresses. Inform Members of the pick-up times that allow on-time arrivals for appointments. Aggressively pursue continued no-show or late cancellations by Members as these practices reduce the entire system's on-time performance.
2. Assign transports to promote the most efficient use of multiple-loaded vehicles and maximize vehicle utilization.
3. Train drivers in the proper use of communications equipment, to include cell phone or 2-way radios. Drivers should be able to utilize equipment to notify their dispatch, CBO, the Member and/or facility of delays, provide transport status information, and access emergency assistance if needed.
4. Inform Members and medical providers/facilities of any service delay of 15 minutes or more to lessen the impact on Members and treatment facilities, and aggressively use back-up transportation resources to cover breakdowns.
5. Supervise performance with a Field Monitor who identifies and documents problems and forwards them to the Director. CBO rewards quality service and performance by correlating transport volumes to performance ratings.
6. CBO contracts with multiple Transportation Providers to allow for sufficient back-up capacity.

6.1 Administrative, Reservation Receipt and General Responsibilities

1. Transportation Provider shall receive transport reservations via fax or in-person from CBO each day. For urgent medical appointments, Transportation Provider shall accept telephone orders, (supplemented by a separate fax if requested) from CBO.
2. Transportation Provider shall transport Members and escorts in accordance with the specifications of the reservations provided by CBO and the terms of the Transportation Agreement. Transportation Provider may refuse to transport a Member who, upon consultation with CBO, is determined to be a threat to the health, safety or welfare of either Transportation Provider's employees or other Members, or prevents or inhibits the vehicle from being operated in a safe manner.

3. When a "will call" return transport has been pre-authorized by CBO the Transportation Provider shall accept telephone orders from Members to give notification of the appropriate pick-up time within 60 minutes of the call.
4. Transportation Provider shall inform CBO of their inability or unwillingness to accept or complete an assignment at least 24 business hours prior to the date of service to allow CBO to make alternative arrangements. This provision applies only to those transport reservations that are assigned to Transportation Provider at least 24-hours prior to the reservation pick-up time.
5. Transportation Provider shall establish and maintain both a telephone line and fax line for the use by CBO to contact Transportation Provider. Fax lines shall be equipped with a fax machine. CBO must be able reach a supervisor at all times during which Members are in the Transportation Provider vehicles. Drivers will be equipped with two-way communication (cell phones and/or 2-way radios).
6. Transportation Provider will ensure that all information obtained regarding Members in connection with the Transportation Agreement and the Business Associate Agreement (BAA) for the Protection of Confidential Health Information in Compliance with HIPAA, will be held in the strictest confidence and used **only** as required in the performance of Transportation Provider's obligations under such Agreements.

6.2 Other Riders

An escort or personal assistant may ride with a Member at no extra charge. The Escort or personal assistant is expected to assist the Member and the driver as requested. Up to two children may ride with an eligible Member on a space available basis. The parent or guardian must provide appropriate car seats for infants and children. Escorts, personal assistants and children must be scheduled when the Member makes the transport reservation to confirm adequate space on the vehicle.

If a Member asks or agrees with a Driver to make changes to a pick-up time, this information must be submitted in advance to CBO on a Schedule Change Form (see **Attachment H**). Each Driver's timely pick-up compliance performance will be reported on a monthly basis to both the Driver and to our Client(s). Member must agree in advance to any change in their pick-up time.

6.3 General Vehicle Requirements

Prior to the beginning of service under the Transportation Agreement with CBO, the Transportation Provider will submit to CBO a Vehicle Update Form (see **Attachment I**) listing all vehicles that will be used in the delivery of NEMT services. That listing will include Manufacturer, Model, Model Year, Vehicle Identification Number (VIN), color and License Plate Number. Periodic updates of the Vehicle Update Form will be required of the Transportation Provider for the full length of the Agreement. Additionally, any vehicle(s) that a Transportation Provider decommissions must be reported to CBO.

6.4 Vehicle Inspections

All vehicles utilized under the NEMT program must be registered with and inspected by CBO on at least an annual basis. CBO's vehicle inspectors will utilize a standard checklist (see **Attachment J**). Vehicles that pass inspection will be issued an inspection sticker which must be placed on the outside of the passenger-side, rear-window in the lower right corner.

Vehicles that do not pass inspection but do not have violations that are an immediate threat to the safety and comfort of Members will be passed on to a probationary or "provisional" status. A re-inspection date will be scheduled at the time of failure. It is Transportation Provider responsibility to follow up on the re-inspection of the vehicle. Failure to pass the second inspection will result in the vehicle being "redlined".

A redlined vehicle may not be used for transportation. Transports that occur in a "red-lined" vehicle will not be reimbursed and may result in termination of the Transportation Provider's service Agreement with CBO.

6.5 Driver and Attendant Qualifications

All drivers or attendants used in performance of services under the Transportation Agreement with CBO must, at a minimum, meet the qualifications listed in **Attachment K**. All driver and attendant records and qualifications are subject to initial and annual production to CBO. CBO may perform interim inspections of driver and attendant records as required by COB in its sole discretion. Any driver or attendant failing to meet all of the listed qualifications, at any time, must be prohibited from driving under the Transportation Agreement with CBO. All records concerning driver and attendant qualifications should be submitted to the CBO Director.

6.6 Driver Training

All drivers utilized by CBO and Contracted Transportation Providers to deliver transportation services under the terms of this contract must have successfully completed the following training requirements:

- General orientation
- Customer service, courtesy, and sensitivity awareness
- Driver conduct
- Vehicle orientation, pre-transport inspections
- National Safety Council DDC-4 defensive driving course (or approved equivalent)
- Passenger assistance techniques course (or approved equivalent)
- Proper handling and security of mobility aids
- Record keeping requirements
- Emergency procedures, First Aid (CPR may be required, see Attachment #5 for details)
- Use of a "spill kit" and the removal of biohazards
- Passenger Confidentiality-HIPAA

Courses and refresher modules will be provided as necessary to maximize quality service delivery. CBO will also offer refresher classes to cover changes in policy, seasonal inclement weather procedures and other applicable topics as necessary. All training materials, including the Provider Manual, will be updated periodically to reflect changes in policy and revised or new procedures.

6.7 Driver Discipline

Drivers who fail to properly secure wheelchair bound Members will be immediately suspended from operating under this contract.

- **First Offense:** Driver will be required to attend re-training. Driver will be reinstated upon successful completion of the class.
- **Second Offense:** Driver will be permanently suspended from operating under NEMT program.

6.8 Staff Orientation

A series of orientation/training sessions are conducted for Transportation Provider staff. These sessions are offered at convenient centralized locations, or the Transportation Provider's base of operations, as appropriate. The purposes of these sessions are to meet face-to-face with the new Transportation Provider's staff and to outline basic information about how the program will operate. The Transportation Provider orientation program includes the following:

- Overview of NEMT Program and division of responsibilities between CBO and Transportation Providers
- Vehicle requirements
- Driver qualifications
- Driver conduct
- The use of attendants
- Scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the Member
- "After hours" scheduling procedures
- Urgent care procedures
- Criteria for transport assignment
- Dispatching and delivery of services
- Procedures for obtaining reimbursement for authorized transports
- Driver customer service standards and requirements during pick-up, transport and delivery
- Record keeping and documentation requirements for scheduling, dispatching and transporting, including completion of required logs
- Grievance procedures
- Denial and appeals procedures

The orientation session encompasses the requirements of the Transportation Agreement, including those pertaining to vehicles and drivers and how various events are to be handled and reported. Emphasis is placed on *customer service*, stressing that drivers are to treat every Member with care and dignity and with a high regard for safety. In addition, the issues of record-keeping, reporting, billing and payment are addressed. CBO will conduct regular provider meetings to address these topics.

6.9 Invoicing

On each business day, Transportation Providers and CBO Drivers shall submit in person or via fax, if approved and authorized by CBO, a Cancellation Form listing all transports scheduled for performance the previous business day, which were not completed. This report must be submitted by 12:00 PM (noon) the following day. Cancellations should not be reported on billing logs.

Once each week, Transportation Provider shall submit to CBO all completed Transport Logs (see **Attachment L**) for the previous week signed by the appropriate patients, sorted by date-of-service. Included with each batch of Transport Logs, Transportation Provider shall submit an invoice sheet showing a summary of charges for Transport Logs submitted.

CBO staff will verify all transports submitted for payment against computer records of transports assigned and performed. Transports for which all information is not supplied on the transport log will be noted for future contract renewal considerations.

There will be no payments made for the transportation of escorts or personal assistants. As a condition of payment, transports must be performed by vehicles and drivers that are pre-approved by CBO to perform services.

6.10 Maintenance of Records

Transportation Providers must establish, maintain and provide to CBO within three (3) days of request or as otherwise required under the Transportation Agreement, the following records and related information

Vehicle records including the following documentation for each vehicle:

1. Manufacturer and model
2. Model year
3. Vehicle Identification Number
4. Odometer reading at the time the vehicle enters service agreement
5. Type of vehicle (i.e., minibus, wheelchair van, stretcher van...etc.)
6. Passenger capacity

7. License Tag number
8. Insurance certifications
9. Special equipment (i.e., lift, wheelchair,... etc.)
 - Driver records for each driver, including at a minimum the following documentation.
10. Name, date of birth and social security number
11. Copy of driver's license, to be updated as the license expires and is renewed
12. Prior driving record for previous five years, to be updated annually, or upon request of CBO
13. Copy of national criminal background check
14. Copy of 10 panel drug screen, repeated annually or a 5 panel screen and annual random pool if Transportation Provider is subject to ADOT drug testing requirements
15. Basic first aid (CPR may also be required – see Attachment #__ for details) Assisting passengers with disabilities such as Passenger Assistance Safety and Sensitivity (PASS)
16. Documentation of any grievances received about the driver and any accidents or moving violations involving the driver

6.11 Transport Log

Drivers and Transportation Providers are responsible for ensuring that each driver completes a daily Transport Log for every patient that was scheduled for transportation by CBO. CBO shall provide a blank Transport Log form. The Transport Log must include the following information:

- Date of service
- CBO transport identification “job” number for each Transport Log
- Transportation Provider name
- Transportation Provider ID number
- Vehicle number
- Vehicle driver name and signature
- Member name
- Name of attendant and signature (if applicable)
- Actual arrival time at the pick-up place
- No-show indicator, if applicable
- Actual arrival time at the drop-off place
- Member’s signature (if physically/mentally capable)

- Total mileage
- Signature of driver

Every patient transport shall sign the Transport Log. If the patient is not physically or mentally capable of signing the Transport Log, the driver should attempt to obtain a signature from the pick-up or drop-off address/facility. The representative should sign their own name, not the patient's name. If no facility representative is able or willing to sign the transport log, the driver must place "Patient is unable to sign" and his initials in the Member signature line and give specific information supporting why Member signature is unavailable in the driver's comments line. ***Under no circumstances should anyone other than the Patient sign the Patient's name.***

6.12 Accidents, Incidents, and Moving Violations

Drivers and Transportation Provider must promptly notify CBO of any accident or incident resulting in driver or passenger injury or fatality. A CBO *Transportation Provider Accident/Incident Report* (see **Attachment M**) shall be submitted to the assigned regional office within the following period after the accident or incident:

- Accident with injury - Notification within 24-hours
- Incident with injury - Notification within 24-hours
- Accident without injury - Notification within 48-hours
- Incident without injury - Notification within 48-hours

Follow up documentation, such as police report shall be submitted within three (3) business days, or as soon the documents are available from the police.

A sample Transportation Provider Accident and Incident Report must be used to report all accidents or incidents, which occur while delivering NEMT services. A copy of the report is included as an attachment to this Plan. The Transportation Provider will cooperate with CBO during any ensuing investigation.

APPENDIX

APPENDIX

Appendix A	Tribal Business License
Appendix B	Transportation Daily Log
Appendix C	Providers Agreement
Appendix D	Transport Reservation Form
Appendix E	Grievance Form (Patient Complaint Form)
Appendix F	Transport Reservation Manifest
Appendix G	Vehicle Inspection Checklist
Appendix H	Listing of Requirements for Transportation Provider Agreement
Appendix I	Accident/Incident Report Form
Appendix J	Medical Documentation Form

Appendix A Tribal Business License

**WHITE MOUNTAIN APACHE TRIBE
APPLICATION FOR BUSINESS LICENSE**

NO. _____

To be issued to: _____

Business Name: _____

Telephone No.: _____

Residence Address: _____

Telephone No.: _____

Specify in detail, type of business: _____

Starting Date: _____, 20____

As part of this application, I submit the following information which is true to the best of my knowledge and belief:

1. Date of Birth: _____ Birthplace: _____
Marital Status: _____

2. Have you been licensed for this type of business before?
If yes, give particulars: _____

3. Have you ever been arrested for a violation of Tribal, Federal or State Law? _____
If yes, give particulars: _____

4. What business or occupation have you followed during the last _____ years? _____

5. List manager and partners, if partnership; or manager and officers, if corporation. Give title, physical addresses and telephone numbers of each: _____



6. What other kinds of business are connected with this location? _____

7. Seating capacity for food service (if applicable): _____

DATE OF APPLICATION: _____

I hereby authorize inspection of the premises described in this application at any reasonable hour by any Police or other authorized Tribal employee or Agent during the period for which the license or any renewal thereof is effective.

I hereby agree to the forfeiture of the deposit accompanying the application if within fourteen (14) days from the date hereof should I fail to comply with all requirements and regulations which are conditions precedent to the issuance of the license sought, and if such forfeiture is ordered by the Tribal Council of the White Mountain Apache Tribe, pursuant to its power vested by the Tribal Constitution.

Signature

Date

Appendix C Providers Agreement

PLEASE PRINT LEGIBLY OR TYPE ALL REQUIRED INFORMATION



White Mountain Apache Tribe
ANNUAL SERVICE PROVIDER
COMPLIANCE PLAN



Tribal Employment Rights Office &
Verna Westover
Tribal Apprenticeship Program
Director
P.O. Box 208
Whiteriver, Arizona 85941
Phone (928)338-1258 (928)338-1012
Fax (928) 338-1035

vernaleewestover@wmat.us

Provide all information requested in this Compliance Plan and submit prior to beginning date. Failure to submit Compliance Plan in the required time frame shall result in delay of clearance. The Subcontractor's second-tier can only be cleared if the Subcontractor has been cleared by the TERO & TAP Director or Compliance Officer .

Company _____ Principle Owner _____

Mailing Address _____ Project Supt. _____

City _____ State _____ Zip Code _____

Phone # _____ Fax # _____ Supt. Cell # _____

Contract Amount _____ Funding Source/Contracting Office _____

AZ. License # _____ Type of Subcontracting Services _____

Any change of information above should be reported to the TERO & TAP immediately. This Compliance Plan shall be completed in full and all required documents shall accompany it. The Annual Subcontractor will not use own format or substitute a letter for this Compliance Plan. Non-Submittal of all required information shall result in delay of issuance of Annual Subcontractor License.

The Subcontractor, hereafter referred to as "**Contractors**" must obtain approval from the Director or

Compliance Office of TERO & TAP before commencing any work on the Fort Apache Indian Reservation, hereafter referred to as "**Reservation**" of the White Mountain Apache Tribe, hereafter referred to as "**W.M.A.T.**" The Contractor shall submit this Compliance Plan and receive approval of this Compliance Plan and Requested Core Crew, before said Contractor may commence any work or come to the Reservation. Approval of the Contractor's Compliance Plan does not constitute authorization for Second-Tier Subcontractors or Suppliers to work on the Reservation.

List below, the number and trade classifications of ALL workers to be self performed by the Contractor, this does not list Second-Tier Subcontractor trades, only your trades as the Annual Subcontractor.

Trade Classification	How Many?	Extent of Time Needed

List below, by title All Company Core Crew which you are **REQUESTING** Clearance for working on the Reservation.

Name	Title or Trade Classification

Individual resume must accompany the Compliance Plan for any new Non-Tribal Core Crew individuals for whom the Logging Contractor is requesting clearance. Resumes do

- Buy Indian Act of 1910 shall be recognized for the purchase of any materials and labor for this specific project.
- The Contractor shall require all second-tier subcontractor to complete and submit a Subcontractor Compliance Plan, and require their compliance.
- Any fines not paid by the second-tier subcontractor shall be withheld by the Contractor and promptly submitted to the TERO &TAP, or the Contractor shall be sanctioned.

4. TERO & TAP AND CONTACTING OFFICE

Be informed that the TERO & TAP does not work for the Contracting Office, nor does it answer to the Contracting Office or the Contracting Representative. The only entity on the Reservation promulgated the authority to enforce employment requirements upon Contractors is the WMAT-TERO &T AP, and the TERO & TAP Director or Compliance Officer.

- Do not promise the contracting Office, Contracting Office Representative, or any Department/Enterprise manager that you will hire a certain individual this is to stop nepotism and other mitigating circumstance, sanction shall be imposed for not abiding with TERO &TAP employment requirements.

5. INDIAN PREFERENCE

Indian Preference covers all aspects of employment such as; last to laid-off, first to be recalled, and work hours, wages, training and promotions. Most importantly this includes subcontracting. Please see the attached Tribal Council Resolutions reaffirming the WMAT's stand on this very important "aspect of employment."

- Subcontractor must maintain a minimum of a **one-to-one** ratio of Core Crew members to TERO & TAP Clients. Certain requirements apply.
- Indian Preference for Federal Funded projects is Local Indian Preference, regardless of tribal affiliation, meaning Indians who live on the Reservation shall have preference in employment, and they must be registered with TERO & TAP and must be referred by the TERO & TAP.
- Tribal funded projects shall have Tribal Preference enforced to the fullest extent this is per the White Mountain Apache Tribal Labor Code, once again this includes subcontracting.
- Subcontractor must ensure that the majority if not all workers are Tribal Members of the WMAT.
- Any attempts to circumvent the Indian Preference requirements shall result in sanctions.

6. BARRIERS TO EMPLOYMENT

The TERO & TAP Director of Compliance Officers will not allow the Subcontractor to use extraneous qualifications criteria, or other personnel requirements as barriers to Local Tribal Members.

- Where such criterion is a business necessity, the Contractor shall have the burden of proof. This means proving it to the TERO & TAP Director or Compliance Officers not the Contracting Office or Contracting Office Representative.

- Any attempts to circumvent the Barriers to Employment requirement shall result in sanctions.

7. TERO & TAP REFERRAL EMPLOYMENT REFERRAL PROCEDURES

The Subcontractor agrees to consider for hire, either for a job vacancy, any negotiated positions; all available Local Tribal Members who meet Pre-employment standards, the preference in the Tribal Labor Code shall be enforced. If there is a job opening contact the TERO & TAP as follows:

- Fax a work request to TERO & TAP; specify trade, start date, rate of pay, & foreman name.
- If you cannot fax a work request, come to the office at 209 W. Fatco Road.
- Put work request in with the compliance Officer, you should provide the information requested above.
- You must contact TERO & TAP at least twenty-four (24) hours in advance; this does not include Friday.
- If we cannot fill the position forty-eight (48) hours after the Reporting Date the contractor may find an individual on their own. This individual must still go through the TERO & TAP Approval Procedure. Such requests shall be handled on a case by case basis.
- All foremen shall be instructed that for a three (3) week period there will **BE NO HIRING ON THE JOBSITE.** The only individuals who may be hired during this three (3) week period are the individuals referred by the TERO & TAP for the specific project.
- After this three (3) week period TERO & TAP may issue a letter to you opening the jobsite, which means you may hire onsite, there will still be requirements you must adhere to in order to hire Local Indians onsite.
- Any deviation from the TERO & TAP Employment Referral Procedures shall result in fines, and the removal of the foreman continuing to violate the TERO & TAP Employment Referral Policy & Procedures.

8. TRAINING AND SALARY

The Subcontractor when possibly will use the U.S. of Labor-Bureau of Apprenticeship and Training registered, WMAT-Tribal Apprenticeship Program.

Salary will be percentage of the prevailing journeyman wage rate for this specific project, per Apprenticeship Agreement & Standards. If this is a project funded by the WMAT, the contractor shall be required to train individuals, per section 1.5A.2 of the WMAT Labor Code

9. UTILIZATION OF TERO & TAP REFERRALS

Please be informed that the contractor is not restricted to utilizing TERO & TAP Referrals on the Reservation ONLY.

- The TERO & TAP only requires that these hours not be added onto payrolls for the projects on the Reservation.
- Any referrals not turned into the TERO & TAP Office a fine shall be imposed.

10. CONDITIONAL CLEARANCE OF CORE CREW PERSON(S)

If the TERO & TAP does not have an individual available in a certain trade, the Director or Compliance Officer may issue a conditional Approval to the Contractor to bring in an individual.

- This is with exception to applicable Tribal and Federal Indian Preference Laws which may be enforceable on or near the Reservations.

11. DISCRIMINATION

There shall be no discrimination in wage rates, fringe benefits, hiring, or other employment related activities on the basis of race, creed, color, age, sex, national origin, or religious beliefs.

- This is with the exception to applicable Tribal and Federal Indian Preference Laws which may be enforceable on or near the Reservation.

12. HIRING GOALS

The Subcontractor agrees that all of its employees working on the reservation, except for Director or Compliance Officer approved Core Crew, will be Local Indian Employees per the WMAT Labor Code.

- Be warned that the TERO & TAP's hiring goals and definition of Core Crew may not be the same as the Contracting Office.

13. RAW MATERIALS ROYALTIES FEE

The contractor shall pay a fee for the use of water, soil, sand, gravel, and other natural resources that are available on Tribal Lands for use on the specific project.

- For rates contact the Tribal Planning Department at (928)338-4346 Ext. 2482

14. CHECK RETURN POLICY

If the check is returned the following shall apply, sanctions may also be imposed;

- Contractor shall pay the Service Charge imposed by the bank.
- The TERO & TAP shall impose a \$50.00 fine.
- A Cashier's Check shall be submitted to the TERO & TAP.

15. INSPECTIONS

The Director or his designee shall have the right to inspect all sites where construction is taking place. Inspections are not a courtesy that the contractor allows but is a compliance requirement of the TERO & TAP. The TERO & TAP inspector shall be treated with respect and will not be harassed or threatened by Core Crew Individuals. Ice chest in vehicles may also be inspected to ensure compliance with Drug & Alcohol work free policy of the TERO & TAP.

16. APPROVAL OF CORE CREW & ISSUANCE OF PERMIT, CARDS, ROUTING SLIP

- Once and if you are approved the TERO & TAP will contact you via tax to inform you that a company representative needs to come into the TERO Office and pick up TERO Core Crew Cards, and a Core Crew Routing Slip, for the Contractor Core Crew cleared by the Director or Compliance Officer.
- TERO & TAP Routing Slips shall remain with the Project Superintendent.
- TERO & TAP Core Crew Cards shall be in each person's possession.

- Fines shall be imposed if the aforementioned are not in the proper person's possession.
- To obtain TERO & TAP documents the Core Crew person shall present a Legal Photo Identification Card, and it shall be Xerox copied by TERO & TAP.
- Acceptable ID's are: Valid U.S. Driver License, Military ID, Passport/Visa, Native American Tribal Enrollment Card, and if Resident Alien Card; it must be accompanied with a Social Security Card.
- Person with unacceptable or no PHOTO ID will not be allowed to work and will be turned away that day.
- Fee for Routing Slip & Cards are as follows:
 - \$15.00 to obtain Original TERO & TAP Card per Core Crew individual(s) for Non-Tribal Members.
 - \$125.00 to obtain Original Routing Slip.
 - If these Routing Slip or Cards are not paid for the individual(s), they CAN NOT WORK.
 - \$10.00 for Replacement TERO Card or New TERO Card.
 - \$20.00 for Addendum Routing Slip or New TERO Card (add on to Core Crew(s)).
 - \$20.00 for replacement Routing Slip or an Addendum Routing Slip.
- Fines for not having Cards or Routing Slips are as follows:
 - \$30.00 fine for no TERO Card on each person.
 - \$35.00 fine for no Original Routing Slip.
 - This will be added to other sanctions.
 - Any alteration to these documents shall invalidate them and a \$30.00 fine shall be imposed, other fines may also be imposed.
 - A new Core Crew Routing Slip or TERO Card must be obtained at the Contractor's Expense.
- The Routing Slip and TERO Cards MUST BE RETURNED TO THE TERO & TAP OFFICE UPON COMPLETION OF THE PROJECT. PLEASE FEEL FREE TO AMIL THEM BACK TO THE TERO & TAP OFFICE.

Refusal to return these Cards and Routing Slips shall result in the following additional fines upon the Subcontractor as well as other applicable fines:

- \$50.00 for not returning the TERO Card.
- \$100.00 for not returning the Original Routing Slip or Original Replacement Slip.
- \$50.00 for not returning Addendum.

17. UTILIZATION OF A TERO & TAP REFERRAL AS FOREMAN OR SUPERINTENDENT

Be informed that if the Subcontractor is utilizing a TERO & TAP Referral or Client as a foreman or supervisor be advised of the following.

- They will not attempt to employ close relatives or friends.
- If foreman or supervisor cannot justify actions to the Director, the Contractor shall be fined for foreman or superintendent actions.

18. TERMINATION RETALIATION

The Subcontractor is prohibited from terminating as follows:

- Subcontractor may not terminate a TERO & TAP Referral in retaliation for his or her filing a complaint.
- The Subcontractor is also prohibited from terminating an Indian Core Crew employee in retaliation for his or her filing a complaint with the TERO & TAP, as they are protected by Federal & Tribal Laws.
- The individual shall not be harassed, intimidated, or coerced into withdrawing their complaint neither shall they be harassed to the point of resignation.
- Understand that the WMAT-TERO & TAP also takes any complaints concerning Title VII as we represent the U.S. Equal Employment Opportunity Commission on the Reservation.

19. LAYOFFS

If Layoff is required; the Subcontractor shall abide by the following:

- Subcontractor shall NOT have only Core Crew employee working.
- The Layoff on any TERO & TAP Referral shall be justified to the Director or Compliance Officer in writing and on COMPANY LETTERHEAD.
- The TERO & TAP Director or Compliance Officer shall verify and approve the justification.
- Subcontractor wanting to simply keep their people employed because they have nowhere else to put them is not justifiable to TERO & TAP.

20. SUBMITTAL OF DOCUMENTS & RECORDS

To enable the TERO & TAP to effectively execute its duties and to provide the assistance you require, we require the following information.

- An organizational chart with names, titles, showing the chain of command.
- Depending on the size of the project a bar chart on the work schedule and when specific trades may be coming to the projects.
- Company Drug & Alcohol Policy, if the company has one.

These documents shall be submitted on a weekly basis to the TERO & TAP.

- Copies of Certified Payrolls which should show the hours worked each day, rate of pay, and total deductions. U.S. DOL-Wage and Hour Division PAYROLL Form will do just fine.
- TERO & TAP Employee Disciplinary Reports or Company Employee Disciplinary Reports if you prefer.
- TERO & TAP Employment Opportunity Referral Slips MUST be returned to the TERO & TAP by the Foreman or an employee. Foreman must complete it entirely, and should return within two (2) working days after hire.

If a TERO & TAP Client resigns, is laid off, fired, or work for the project is completed, a letter stating the following shall be sent to TERO & TAP within two (2) working days.

- The date the TERO & TAP Client's began working for company and last day worked for company.
- Amount of first paycheck and amount of last paycheck.
- Reasons for termination MUST be on a company letterhead or company employment form if you prefer.

21. EMPLOYMENT POLICIES AND PROCEDURES

The TERO & TAP shall receive a copy of company employment policy.

- The Contractor must understand that not all employment policies may apply on the Reservation.

If the Subcontractor deems that an employee's performance is such that he or she is in danger of being suspended or terminated, they shall handle it per company Employment policy and they shall keep the TERO & TAP informed.

- The Subcontractor recognized that its operations are taking place within a unique cultural setting.
- The Subcontractor will consider and take in account Tribal Cultural Customs as well as business needs; this is to promote rather than hinder employment of Local Indians.

22. SANCTIONS

For each violation the TERO & TAP shall impose fines as follows. This does not include other applicable fines:

- 1st Violation – at least \$200.00
- 2nd Violation – at least \$400.00
- 3rd Violation – at least \$600.00
- Suspension of Contractor's operations
- If a Subcontractor is uncooperative and contact is terminated the Director or Compliance Officer individual involved as well as the Contractor from the Reservation indefinitely.

Said Subcontractor should also be informed of the following:

- If any subcontractor is found on the job without clearance they will be fined \$500.00 per violation, per day.

23. CIVIL PENALTIES

The Subcontractor will pay the required MINIMUM wage for the project, any violations and the Contractor shall suffer the following Civil Penalties, as well as paying the aggrieved up to treble the amount owed:

- 1st Violation – Not less than \$200.00 or more than \$650.00
- 2nd Violation – Not less than \$650.00 or more than \$1500.00
- 3rd Violation – Removal from the Reservation

If the Subcontractor refuses to pay the MINIMUM wage for the project the following sanctions may be imposed.

- Denial of the right to conduct business on the Reservation.
- Suspension of the Logging Contractors operations.
- Termination of the Logging Contractors operations.

24. LABORERS AND APPRENTICES

No Laborers or Apprentices shall be brought onto the Reservation.

25. SEXUAL DISCRIMINATION & SEXUAL HARASSMENT

Be informed that Sexual Discrimination or Sexual Harassment by any Subcontractor or Core Crew employee will not be tolerated or condoned.

- If this occurs the Director shall have the Contractor and all individuals which are found guilty, banned indefinitely.
- This includes any companies they may have interest in, regardless if they are not controlling the partner.

26. ALCOHOL AND DRUGS ON JOB SITE

The WMAT has adopted a Drug and Alcohol work Free Policy, which includes Subcontractors; therefore be aware of the following:

- There is no alcohol allowed on the jobsite, this applies to both Contractor Core Crew and TERO & TAP Referrals.
- Any violations and the Contractor shall be sanctioned as well as the Whiteriver Police Department shall be informed.
- This is also a violation of the Compliance Plan Agreement; therefore sanctions can be imposed depending on which sanction is imposed.

27. MINIMUM WAGE

If no minimum wage is established by the Contracting Office or are in the specifications. The Tribal Construction wages may apply.

- Pay days for all construction projects shall be on a weekly basis, regardless of the company payroll policy.
- The Contracting Office or Contracting Office Representative cannot make changes at their discretion. Only the Tribal Council can make said changes to pay periods.

If the Subcontractor's payroll checks are returned due in insufficient funds and the employee is required to pay the Service Charge, as well as have the money deducted from their account with the bank, the following shall be imposed and required.

- A Cashier's Check or Money Order shall be issued and submitted to the TERO & TAP. The Amount shall include payment owed, as well as reimbursement for the Service Charge.
- A \$55.00 fine shall be imposed by TERO & TAP.
- TERO & TAP may require future payments are made by the Cashier's Check unless agreement can be reached.
- For any Subcontractor who continues to bounce paychecks or refuses to pay these fees a sanction shall be imposed; in addition to these fees.

28. FRINGE BENEFITS

Fringe Benefits shall be paid DIRECTLY to the TERO & TAP Referrals each pay period.

- Non-Payment of fringe benefits shall result in a violation fine as well.
- Make sure your payroll is aware of this.
- Submit letter to TERO & TAP stating who the Payroll Clerk is.

29. SUBCONTRACTORS HEALTH AND BENEFITS PLAN

TERO & TAP referral are exempt and not required to enroll.

- They shall not be coerced, intimidated, or harassed into enrolling nor shall their fringe benefits be deposited into this account.

30. ARIZONA STATE TAX EXEMPTION

ONLY an enrolled member of the WMAT is exempt from paying Arizona State Tax.

- Ask for Individual's WMAT Tribal Voter's Registration Identification Card.
- If the ID is not issued by the White Mountain Apache Tribe, they are not exempt from paying Arizona State Tax.

31. COMPLIANCE WITH OTHER PROGRAMS, TRIBAL LAWS & FEDERAL LAWS

The Contractor will comply with the Tribal Labor code and all applicable laws and programs as follows:

- WMAT – Tribal Court Child Support Order.
- Directives from the Tribe concerning Wildlife Dangers and Safety Requirements.

32. TRIBAL ORDINANCES ADOPTING CONSTRUCTION RELATED CODES

It is the contractor's responsibility to abide by all related Construction codes adopted by the WMAT, for more information contact the Tribal Department Fire Chief at (928)338-4311.

33. SUPPRESSION OF THE APACHE LANGUAGE OR OTHER NATIVE AMERICAN LANGUAGES

No Contractor or Core Crew individual, while on the Reservation shall instruct any Native American not to speak their Native Language on the project.

- The Contractor or employee will receive only one warning concerning this very important issue.
- After the 1st warning if the contractor or any employee does this again the individual's clearance to work on the Fort Apache Indian Reservation of the White Mountain Apache Tribe shall be REVOKED.

34. CULTURAL CONSIDERATION

The following are only a few on the customs & habits of the White Mountain Apache are that non-Indians may be unaware of. Acknowledgement of the customs will assure the employer of a reliable and trustworthy crew.

- Tribal members may not be comfortable around people who use expletives randomly.
- The White Mountain Apache's as people generally do not like to be crowded. A Tribal Member may take it as a hostile act, most especially when being reprimanded.
- Tribal Members, in most instances, will not look the speaker in the eye when being corrected, spoken to, or answering a question. This does not mean that they are not listening or being insincere.
- Most Tribal Members do not like being touched. While it may be okay for a non-Indian to place a hand over the shoulder of another. Tribal Members generally do not accept the gesture.
- Tribal Members generally do have a sense of humor and may joke among themselves and laugh at things that may not seem funny to a non-Indian.
- The White Mountain Apache's are a close knit entity, and will consider the 4th, 5th and higher cousins as close as their brother or sister. Tribal clans are just as important as immediate family.

- Just because a Tribal Member appears unkempt or does not mean they are drunks.

35. RELIGIOUS ACCOMODATION

The American Religious Freedom Act (P.L. 95-134) assures that Native Americans may participate in traditional ceremonies and rituals with the same protection offered all religion under the Constitution.

36. JURISDICTION

The Subcontractor shall have the right to appeal any decision of the Director in writing.

- An informal meeting can be set up in an attempt to come to terms.
- If a TERO &TAP Commission exists at the time an informal Hearing shall be called to settle the appeal.
- The White Mountain Apache Tribal Court shall issue the final determination.

37. SOVEREIGN IMMUNITY PRESERVED

Be informed that the enactment of this Compliance Plan does not constitute a waiver of the sovereign immunity of the WMAT.

38. DURATION OF AGREEMENT

The Agree shall be ONLY until expiration of Annual License.

COMPLIANCE SIGNATURE PAGE

Authorized Contractor/Company Representative Signature

Date

Name of Contractor/Company Representative

Title of Contractor/Company Representative

IMPORTANT

- Refusal to Complete in full or sign this Compliance Plan shall result in denial of the right to conduct business on the Fort Apache Indian reservation of the White Mountain Apache Tribe.
- When completed please fax or scan to the TERO & TAP, the following pages of the Compliance Plan; 1,2,3, & 10.
- You do not have to mail the original Compliance Plan.
- After submittal and approval of this Compliance Plan, to add or replace Core Crew employee(s) you must fax a request letter with justification to the TERO & TAP requesting approval of said employee(s).
- You cannot change Core Crew Employees at your discretion.
- All fees applied are non-refundable.

THIS BOX IS FOR TERO & TAP USE ONLY

Authorized TERO & TAP Representative Signature

Date

Name of TERO & TAP Representative

Title of TERO & TAP Representative

Appendix D

White Mountain Apache Tribe Client Business Office Transport Reservation Form

Time of Appointment		Date: For Whom:	Date: For Whom:	Date: For Whom:
7 A.M.	00			
	15			
	30			
	45			
8 A.M.	00			
	15			
	30			
	45			
9 A.M.	00			
	15			
	30			
	45			
10 A.M.	00			
	15			
	30			
	45			
11 A.M.	00			
	15			
	30			
	45			
12 P.M.	00			
	15			
	30			
	45			
1 P.M.	00			
	15			
	30			
	45			
2 P.M.	00			
	15			
	30			
	45			
3 P.M.	00			
	15			
	30			
	45			
4 P.M.	00			
	15			
	30			
	45			

Appendix E Grievance Form (Patient Complaint Form)



White Mountain Apache Tribe
CLIENT BUSINESS OFFICE
P.O. Box 1210 - Whiteriver, AZ 85941
PHONE (928) 338-1808
FAX (928) 338-5254

PATIENT TRANSPORTATION
ALTCS CASE MANAGEMENT
HOME HEALTH CARE

Patient Complaint Form

Today's Date: _____

Name: _____

Address: _____

Contact Number: _____

Incident Information

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Driver/Vehicle Description: _____

Facts about Incident: _____

Signature of Complainant

Date

It is a crime to knowingly file a false complaint, if a person does file a false complaint they could be charged criminally and face civil liability claims in a court of jurisdiction.

Supervisor taking complaint: _____

Date & Time Received: _____

Appendix F

Transport Reservation Manifest

DRIVER: _____

MANIFEST: PHOENIX

START: 8:00 A.M.

Date: APRIL 12, 2013

PATIENT: _____

PICK UP: WRSU-ER

DROP OFF: _____

******* MAKE SURE PASSENGERS BUCKLE UP AND DRIVE SAFELY*******

NOTE: *CALL IN FROM GLOBE WHEN YOU ARRIVE AND LEAVE.*

Appendix G

Vehicle Inspection Checklist

**White Mountain Apache Tribe
Client Business Office**

Daily Vehicle Check Off

Date: _____ On Duty Personnel: _____ Vehicle License #: _____

Vehicle Maintenance

- Gas Level
- Oil Level
- Brake Fluid
- Power Steering Level
- Transmission Fluid
- Windshield Washer Fluid
- Wiper Blades
- Tire Wear
- Spare Tire & Jack
- Air Conditioner/Heater
- Battery

Cleanliness

- Outside
- Inside
- Dispose Gloves
- Trash Bag

1. Cell Phone _____
2. Med. Doc Forms _____
3. Transport Daily Log _____
4. Clip Board _____
5. Extra Pens _____

Lights

- Headlights: Bright/Dim
- Parking & Lights
- Turning Signals
- Emergency Lights
- Reverse Lights
- Interior Lights

Appendix H Listing of Requirements for Transportation Provider Agreement

Transportation providers eligible to be considered for participation must:

- Possess and maintain a tribal business license, including paying applicable tribal fees and taxes (*see Attachment A*)
- Properly licensed by the Arizona Secretary of State
- Provide a valid license, permit and/or certification from the State of Arizona
- Private automobiles licensed by the Arizona Secretary of State.
- Possess TERO license
- Proof of *Annual Service Providers Fee* payment
- Drivers and vehicles must meet the Arizona Secretary of State licensing requirements

