

## **Please see below responses to Mr. Reine's letter, dated February 3, 2014 to the MO HealthNet Oversight Committee**

- In the letter, Mr. Reine stated, "My brother and I reported, on 11 January 2011, to MO HealthNet, the way in which the NEMT broker, MTM was managing the Transportation Provider network. Of particular concern was the use of Ride Right, a company owned by the CEO of MTM...."

February 17, 2011 MHD sent a letter to MTM regarding potential self-referral violation being forwarded to CMS for guidance.

March 24, 2011 MHD staff engaged in a conference call with CMS to discuss the Ride Rite (independent contractor) self-referral issue. MHD informed MTM the same day that the independent contractor program was not approved.

April 8, 2011 letter from CMS provides guidance that Ride Rite providing services under the broker state plan would be considered a conflict and requested the state to inform Ride Rite "to cease this prohibited relationship".

- The next complaint in this letter states, "Now with Logisticare in-charge of NEMT operations again, the destruction of my small business continued with Logisticares utilization of "off the books" 1099 misclassified drivers."

This was addressed with Logisticare immediately after notice (September 21, 2012) and the following was sent to MHD from Logisticare: Logisticare does not allow transportation providers to use vehicles or drivers that are not registered in our system, along with proper credentialing. That doesn't mean that some providers do not try to do this. When they are detected, they are issued a fine and if it becomes a repeat offense we can take other punitive measures to the provider, including heavier fines or providing notice to cease the business relationship.

MHD also referred Mr. Reine to the Department of Labor

- Next complaint in this letter states. "...Missouri NEMT Medicaid investigation that started in 2010 concerning kick-backs being taken from small transport providers."

July 2009 MHD received information from an outside source that the FBI had been investigating two Logisticare employees for accepting money from a transportation provider in order to assign trips to him.

The employees were caught in a sting by the FBI. An investigation was initiated by Logisticare and the two employees were terminated.

Logisticare found that in their investigation that only these two employees were involved and they were terminated from employment. Logisticare investigation also showed that the two employees did not have the ability to affect trip assignments.

**The following is a synopsis of MHD communication with Mr. Reine which occurred in 2012 and 2013**

- February 17, 2012 – Mr. Reine emailed AskMHD stating that LGTC requires the aged, blind and disabled to provide letters of medical necessity to get rides which he believe is a huge amount of stress on these people. He states that LGTC should be required to obtain these documents rather than the ill participant.

A letter was sent to Mr. Reine from MHD on March 1, 2012 explaining: MHD contracts with LGTC to determine that the MO HealthNet participants are requesting NEMT services to a qualified, enrolled medical service provider, within the travel standards, and willing to accept the participant. LGTC must transport the participant when the participant has chosen a qualified, enrolled medical service provider who is not within travel standards if the participant is eligible for one of the following exceptions listed below and can provide proof of the exception:

1. The participant has a previous history of other than routine medical care with the qualified, enrolled medical service provider for a special condition or illness.
2. The participant has been referred by a Primary Care Provider (PCP) to a qualified, enrolled medical service provider for a special condition or illness.
3. There is not a routine or specialty care appointment available within 30 calendar days to a qualified, enrolled medical service provider within the travel standards.

Once a participant has obtained that statement from the physician, the documentation stays on file with LGTC. The participant only needs to obtain the statement of medical necessity once for a specific physician.

- August 16, 2012 – Mr. Reine emailed AskMHD stating that LGTC is failing Missouri. He states he knows that LGTC is failing to use the lowest cost and most appropriate ambulatory transportation providers. Mr. Reine also made a comment in this letter about participants having to ask for a “non-smoking” vehicle when requesting transportation.

A letter from MHD to Mr. Reine states that “Least expensive, most appropriate” transportation is based on the mode of transport considering the participant’s medical needs, not the individual provider of the service. The letter also states that as MO HealthNet administers the contract we will certainly continue to monitor the broker to ensure they are appropriately providing services in the least expensive most appropriate mode.

\*Note: The modes of transportation are public transit, gas reimbursement, multi-passenger van, taxi, para-lift van, stretcher van, ambulance and volunteer driver.

Per LGTC policy smoking is prohibited in all vehicles at all times. All vehicles are required to post a “no-smoking” sign.

\*Note: All complaints from participants are investigated.

- October 2, 2012 – Mr. Reine’s question emailed to MHD: Does the current LGTC contract specifically hold a requirement for transportation providers to carry insurance coverage for sexual abuse and molestation.

MHD response to Mr. Reine: There is no requirement in the NEMT contract between MHD and Logisticare that requires transportation providers to carry insurance coverage for sexual abuse and molestation.

- November 1, 2012 – Mr. Reine emailed the MHD NEMT manager asking if the new NEMT RFP was scheduled to be released in November and if the new bids will supersede the current contract.

The response from MHD to Mr. Reine stated: The NEMT Request for Proposal (RFP) is currently being reviewed and modified. The date for the release has not yet been determined. Once released, the RFP will indicate the contract time period.

- June 14, 2013 – Mr. Reine emailed the MHD NEMT manager stating that LGTC mis-manages trip schedules which lowers the quality of the program. Attached were email conversations between him and LGTC. In the attachment, Courteous had agreed to take Pettis and Saline county trips with LGTC, Courteous was given trips in those locations, but Courteous requested additional compensation to accept a trip from Slater to Columbia.

LGTC responded to Mr. Reine stating that LGTC will not pay additional funds for this trip but will have to move the trip to a company that will agree to perform the trip at the contracted rates.

- July 02, 2013 – Mr. Reine emailed AskMHD and stated that LGTC is endangering lives of participants by using a “mix of trip”. He states that sending providers to an area or location into unfamiliar cities and counties is dangerous and unsafe.

The MHD response to Mr. Reine dated July 10, 2013 stated: By contract, LGTC is required to provide the least expensive, most appropriate mode of transport. How LGTC chooses to route the trips to the providers is a business process. Mr. Reine was also told that if he had specific information in which a participant’s trip was not handled within the NEMT contract requirements he could send a letter to MHD with specific trip/participant information or the participant could call the Participant Services Unit with MHD.

- July 17, 2013 – Mr. Reine emailed the MHD Oversight Committee regarding several non-specific examples of people he states are afraid to report complaints because of retaliation.

Without specific information on participants and trips, MHD was unable to investigate Mr. Reine's allegations.

- July 21, 2013 – Mr. Reine emailed MHD Interim Director with several complaints regarding LGTC:
  - Participant was in the provider vehicle approximately 5 hours for a 53 mile trip due to multi-loading from LGTC. The date of service was March 12, 2013.
    - Response: In the new NEMT contract, effective 7/1/13, if a participant is multi-loaded, they are not to be in the vehicle more than 45 minutes longer than if not multi-loaded. In the previous contract there was no language regarding multi-loading and time frames.
  - Participant was denied a trip because the trip was over the mileage travel standards but Mr. Reine states LGTC figured the mileage incorrectly.
    - Response: LGTC states the trip occurred for this participant. There was an error in the mileage within LGTC's system which doubled the mileage resulting in the denial. LGTC will assure the system is corrected.
  - Participant had an appointment at 11:00am on July 9, 2013. The provider asked if they could pick up participant 5 hours prior to his appointment. The participant refused and cancelled his appointment.
    - Response: LGTC states that the provider wanted to pick up the participant early due to multi-loading. Again, the new contract effective 7/1/13 states, if a participant is multi-loaded, they are not to be in the vehicle more than 45 minutes longer than if not multi-loaded.
  - Participant finds communication with LGTC to be difficult and confusing.
    - Response: LGTC states they can find no record of telephone calls with this participant's telephone number.
  - Participant complains that LGTC withholds information about who her transportation provider will be.
    - Response: LGTC is not required by contract to inform participants of the provider at the time of the call. Per contract, the participant must be notified of trip details no later than 24 hours prior to the appointment.
  - LGTC scheduled Courteous Medical Transport for a mix of trips. Mr. Reine states it is unreasonable to expect a small company to perform these trips. With this complaint, Mr. Reine provided a travel log from 2011 as an example of LGTC current practices.
    - Response: While a variety of trips are assigned to the providers, they have the ability to refuse trips that do not work into their schedule. If the provider believes they cannot accommodate a trip they should notify LGTC and the trip may be rerouted to a different provider.
- July 31, 2013 – Mr. Reine emailed MHD to advise that LGTC approved a trip for a participant to a particular address that was not a medical provider of any type but a residential neighborhood.

The participant's wife was listed by LGTC as a medically necessary adult escort for her husband. Mr. Reine was upset because they were given an incorrect address from LGTC and because the participant's wife had a trip canceled by LGTC for the same date to the same address and was instead listed as the husband's escort.

LGTC responded to Mr. Reine via telephone call. LGTC explained to Mr. Reine that the incorrect address was given and that the correct address was only a couple of blocks away. Technically Mr. Reine could have provided transportation to the correct address and notified LGTC of the change. LGTC also explained that if the couple requested transportation from their home to the same facility the provider should only be paid for one trip, not two.

- August 2, 2013 – Mr. Reine emailed Margaret Benz with SLU and cc'd MHD, Interim Director, Jennifer Tidball. Mr. Reine states that the NEMT program is a public safety risk and puts lives in danger. He states that LGTC routinely and purposefully assigns wheelchair participants to wrong level of service in order to inappropriately lower utilization and cost.

Without specific information regarding the trip and/or participant no response was possible.

- August 20, 2013 – Mr. Reine emailed Margaret Benz with St. Louis University (SLU) who forwarded his email to Interim Director of MHD, Jennifer Tidball. Attached to this email was an article from the Portland Press Herald regarding transportation issues with LGTC in Maine and Wisconsin.

No response to Mr. Reine was necessary.

- August 29, 2013 – Mr. Reine called to ask how Office of Administration (OA) Purchasing's website states that the provider manuals have been sent but no providers have it yet.

A telephone call was made to an OA staff member (Julie). Julie states there is no reference to the provider manuals on the OA Purchasing site. A telephone call was made to Mr. Reine to advise him that there is no reference to this on the OA website at this time and that Provider Manuals have been given to new providers and are also available upon request.

- September 11, 2013 – Mr. Reine emailed LGTC and cc'd MHD explaining that Courteous Medical Transport would be on extended vacation starting 9/11/13 and requested that no transportation be assigned to the company from the date forward. The letter also mentioned that Mr. Reine will notify us when the company will be accepting transportation assignments.