

Mana Ohana Transportation, LLC – NEMT Service Agreement

This Service Agreement is entered into between **Mana Ohana Transportation, LLC** (“Company,” “we,” or “our”) and the individual or organization booking transportation services (“Client,” “Passenger,” or “you”). By scheduling or using our transportation services, you acknowledge that you have read, understood, and agreed to the terms outlined in this Agreement.

1. Scope of Services

Mana Ohana Transportation, LLC provides **non-emergency medical transportation (NEMT)** services for individuals who require assistance traveling to and from medical appointments, treatments, pharmacies, hospitals, personal care visits, or other approved destinations.

Services may include but are not limited to:

- Ambulatory transportation
- Wheelchair transportation
- Assisted entry and exit from vehicles when safe to do so
- Transportation to medical facilities, clinics, rehabilitation centers, pharmacies, and other non-emergency destinations

Passengers must be **medically stable and appropriate for non-emergency transportation.**

2. Limitation of Work Scope

Our drivers are trained transportation personnel but are **not licensed medical professionals.**

Drivers may assist passengers with entering and exiting the vehicle when safe to do so.

Drivers cannot:

- Provide medical care or administer medication
- Lift passengers who cannot safely assist themselves
- Perform medical monitoring
- Provide in-home assistance
- Transport passengers requiring emergency care

Passengers requiring significant medical supervision must travel with a **caregiver or responsible party.**

3. Policy and Coverage

Mana Ohana Transportation, LLC is a **private-pay transportation provider** and **does not bill insurance, Medicaid, Medicare, or third-party payers.**

All transportation services must be **paid privately by the client, passenger, or responsible party.**

Clients must provide **accurate booking information** including:

- Pickup and drop-off locations
- Appointment time
- Mobility status (ambulatory, wheelchair, stretcher, etc.)

Failure to provide accurate information may result in:

- Service delays
- Additional service fees
- Refusal of service for safety reasons

4. Payment Policy

Payment is required **at the time of booking** unless otherwise agreed.

Accepted payment methods:

- **Cash** – subject to **4.712% Hawaii GET (tax)**
- **Credit/Debit Card** – subject to **4.712% Hawaii GET (tax)** plus a **2.3% processing fee**

Client Responsibility:

The client is responsible for all applicable taxes, fees, and surcharges. Any additional charges incurred during service must be paid in full.

Mana Ohana Transportation reserves the right to refuse or discontinue service if payment is not received or authorized.

5. Booking Terms

Clients are responsible for providing **complete and correct booking details**, including:

- Correct pickup address
- Correct drop-off location
- Appointment time
- Mobility assistance requirements

Incomplete or inaccurate booking information may cause **delays, adjustments, or service refusal.**

5A. Booking, After-Hours, and Holiday Services

All transportation services must be scheduled in advance through Mana Ohana Transportation, LLC.

Service Hours:

Regular service hours are **Monday through Friday, 6:00 AM to 5:30 PM.**

After-Hours & Special Services:

- **After-hours service:** 5:30 PM to 5:30 AM (available upon request)
- **Weekend service (Saturday & Sunday):** On-call and subject to availability
- **Holiday service:** By special request only

Services requested outside of regular hours, on weekends, or on recognized holidays may incur additional fees.

Rate Adjustments:

- After-hours, weekend, and holiday services are subject to **higher rates than regular hours.**
- All rates are subject to change **at any time**, with prior notice provided whenever possible.
- Clients are responsible for verifying rates and service fees at the time of booking.

Booking Confirmation:

- Service is confirmed **only after payment is received and authorized**, and all required information is provided.
- Mana Ohana Transportation reserves the right to **decline bookings** outside of regular hours or on holidays if adequate staffing or resources are not available.

6. Cancellation, Refund, and Driver Wait-Time Policy

To avoid cancellation fees, clients must cancel their booking **at least 24 hours prior to the scheduled pickup time.**

Cancellation terms:

- Cancellations made **more than 24hours before pickup** may qualify for a full refund depending on circumstances.
- Cancellations made **within 12 hours of the scheduled pickup time** may receive a **50% refund of the service fee**.
- **No-shows or cancellations made within 15 minutes of the scheduled service may be subject to a non-refundable charge.**

Passengers must be **ready at the scheduled pickup time**.

Drivers will allow a **maximum wait time of up to 15 minutes** from the scheduled pickup time.

If the passenger is **not ready within the 15 minutes wait period**, the trip may be considered a **no-show**.

No-show trips may be **non-refundable**.

If a passenger requires the driver to wait beyond the scheduled time and the driver is able to accommodate the delay, an additional wait-time charge of \$3.50 for every 10 minutes may apply.

Mana Ohana Transportation reserves the right to determine refund eligibility based on circumstances.

*All refund decisions are made **at the sole discretion of Mana Ohana Transportation, LLC**.

7. Safety Policy

Passenger safety is our top priority.

All passengers must:

- Wear seatbelts when available
- Follow driver safety instructions
- Ensure wheelchairs or mobility devices are properly secured

Drivers may **refuse transportation if safety standards cannot be met**.

8. Caregiver Responsibility

Passengers who require physical assistance beyond basic entry and exit support must travel with a **caregiver or responsible escort**.

Mana Ohana Transportation drivers are **not responsible for patient supervision, medical monitoring, or caregiving duties**. If a passenger requires assistance beyond the driver's scope of work, service may be declined or discontinued for safety reasons.

8A. Driver Conduct & Passenger Behavior Policy

Mana Ohana Transportation, LLC is committed to maintaining a safe, respectful, and professional environment for both passengers and drivers.

Passengers and accompanying individuals are expected to behave in a respectful and safe manner during transportation services.

The following behaviors are not permitted:

- Threatening, aggressive, or abusive behavior toward drivers or staff
- Harassment, discrimination, or inappropriate conduct
- Intoxication or behavior that may compromise safety
- Refusal to follow driver safety instructions
- Any actions that may endanger the driver, passenger, or public

Drivers have the right to **refuse service or terminate a trip** if a passenger's behavior poses a safety risk.

If transportation services are terminated due to unsafe or disruptive behavior, the trip may be considered **completed or non-refundable**, and the passenger may be **denied future service**.

Mana Ohana Transportation, LLC reserves the right to prioritize the safety of drivers, passengers, and the public at all times.

9. Facility Pickup and Appointment Delays

Mana Ohana Transportation is not responsible for delays caused by:

- Medical facility scheduling delays
- Hospital discharge processing
- Clinic wait times
- Staff availability at pickup locations

Drivers may need to leave and return later if facility delays exceed reasonable wait times.

Additional transportation fees may apply if rescheduling is required.

10. Wheelchair and Mobility Equipment Policy

Passengers using wheelchairs or mobility devices must ensure that equipment is **in safe operating condition**.

Drivers will secure wheelchairs using appropriate safety restraints within the vehicle.

Mana Ohana Transportation is **not responsible for equipment malfunction, mechanical failure, or damage caused by pre-existing equipment conditions**.

Passengers must notify the company in advance if specialized mobility equipment is required.

11. Liability Disclaimer

Mana Ohana Transportation, LLC provides non-emergency transportation services only and does not assume responsibility for medical care, medical conditions, or medical outcomes.

The company is not liable for:

- Medical complications occurring during transport
- Missed appointments caused by traffic, weather, or road conditions
- Delays outside of the company's control

Mana Ohana Transportation does NOT provide:

- Emergency medical services
- Medical treatment or medical supervision
- Ambulance services
- Physical lifting or transferring of passengers beyond basic assistance
- In-home care or personal care services

In the event of a medical emergency, passengers or caregivers must call **911 immediately**.

12. Liability Waiver and Assumption of Risk

By booking or using transportation services with Mana Ohana Transportation, LLC, the client and/or passenger acknowledges and agrees to the following:

The passenger understands that non-emergency medical transportation may involve certain inherent risks, including but not limited to entering or exiting vehicles, wheelchair securement, movement of the vehicle during transport, road conditions, weather conditions, and general travel-related risks.

The passenger confirms that they are medically stable and appropriate for non-emergency transportation services.

By accepting transportation services, the passenger voluntarily assumes these risks and agrees that Mana Ohana Transportation, LLC, its owners, drivers, and representatives shall not be held liable for injuries, damages, or losses resulting from risks inherent to transportation services, except where prohibited by applicable law.

This waiver applies to the fullest extent permitted by law.

13. HIPAA Privacy Acknowledgment

Mana Ohana Transportation, LLC respects the privacy and confidentiality of all passengers.

Although the company is a transportation provider and not a healthcare provider, transportation services may involve limited personal or health-related information necessary to coordinate transportation.

Staff may communicate limited information such as:

- Passenger name
- Pickup or destination locations
- Mobility needs
- Appointment logistics

This information may be shared only with **authorized individuals such as caregivers, family members, or healthcare facilities** when necessary to coordinate transportation services.

All reasonable steps will be taken to protect passenger privacy.

14. Personal Belongings

Passengers are responsible for their personal items. Mana Ohana Transportation is **not liable** for lost, stolen, or damaged items left in the vehicle.

15. Termination of Service

Mana Ohana Transportation reserves the right to refuse or terminate service if:

- A passenger behaves in a threatening or unsafe manner
- A passenger requires emergency medical attention
- Booking information is intentionally inaccurate
- Payment requirements are not met

If service is terminated due to safety concerns, refunds may not be issued.

16. Chargeback and Payment Dispute Policy

By booking transportation services with Mana Ohana Transportation, LLC, the client authorizes the company to charge the agreed-upon service fee for the scheduled transportation.

Clients agree not to initiate a payment dispute or chargeback with their bank or credit card provider for services that were:

- Properly scheduled and confirmed
- Provided as agreed upon
- Cancelled outside of the allowed cancellation window
- Missed due to passenger no-show or late readiness

If a payment dispute or chargeback is initiated without first contacting Mana Ohana Transportation, LLC to resolve the matter, the company reserves the right to:

- Provide documentation of the booking agreement and service policies
- Submit trip records, communication logs, and service confirmation as evidence to the payment processor
- Refuse future service to the client involved in the dispute

Clients are encouraged to contact Mana Ohana Transportation directly to resolve any concerns regarding billing or services before initiating a payment dispute.

17. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii.

Any disputes, claims, or legal matters arising out of or relating to the services provided by Mana Ohana Transportation, LLC shall be resolved in the appropriate courts located within the State of Hawaii.

By using our services, clients agree that any legal proceedings related to this Agreement will be handled within the jurisdiction of the State of Hawaii.

18. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable under applicable law, that provision shall be modified or limited to the minimum extent necessary so that the remainder of the Agreement will remain in full force and effect.

The invalidity or unenforceability of any provision shall **not affect the validity of the remaining provisions** of this Agreement.

19. Agreement Acceptance

By booking or using transportation services with Mana Ohana Transportation, LLC, you acknowledge that you have read, understood, and agreed to this Service Agreement and all related policies.

Client / Passenger Acknowledgment:

Name: _____

Signature: _____

Date: _____

Responsible Party (if applicable): _____

Mana Ohana Transportation, LLC – Non-Emergency Medical Transportation (NEMT)

For service inquiries or scheduling: ☎ 1-808-777-7719

Visit us on our website: 🌐 www.manohanatransport.com