

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between Medical Transportation Management, Inc., a Missouri Corporation, (hereinafter referred to as “MTM”) and [TP\_Name], (hereinafter referred to as “Transportation Provider” or “Provider”). MTM and Transportation Provider individually shall be referenced herein as a (“Party”) and collectively as the (“Parties”).

**WHEREAS**, MTM provides transportation brokerage services pursuant to contracts (“Client Contracts”) with governmental agencies and health care plans (“Clients”) for the provision on their behalf of non-emergency medical transportation (“NEMT” or “NET”) benefits; and

**WHEREAS**, pursuant to the Client Contracts, MTM is required to enter into Agreements with qualified transportation companies and other business entities for the provision of high quality NEMT services (“Services”). Pursuant to the Client Contracts which provide the manner in which Services are to be provided, terms and conditions set forth in this Agreement are solely to ensure quality assurance of transportation services to Clients and not for purposes of supervision or control of the Transportation Providers and their Drivers; and

**WHEREAS**, Transportation Provider wishes to enter into this Agreement to provide Services on behalf of the individuals to whom the Clients are obligated to provide transportation services under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein set forth, the Parties, intending to be legally bound, agree as follows:

## 1. DEFINITIONS

- A. **Attendant** means a person that accompanies a Member and may be employed by the Transportation Provider, and/or may be a family member, caregiver or caseworker of the Member. The Attendant assists the Driver in order to ensure the safe operation of the vehicle and the safety of the Member. Attendant requirements herein apply only to Attendants employed by the Transportation Provider.
- B. **Member** means any person enrolled in and eligible to receive transportation services under a Client Contract.
- C. **Covered Service** means any medical transportation service that MTM may provide to a Member pursuant to a Client Contract.
- D. **Criminal Background Check** shall mean a Federal and FBI background check or the equivalent, to include a national criminal record search, a social security number trace, a National Criminal Database search or the equivalent and a County Criminal Court Search or the equivalent based on the previous addresses as well as the names associated with the individual.
- E. **Driver** is an individual who is directly retained/employed by the Transportation Provider to provide transportation services to individuals to whom the Clients are obligated to provide such services.
- F. **Drug Screen** means a urine based drug test that meets the requirements of the Federal Department of Health and Human Services, or the Department of Transportation, and screens at minimum for the use of marijuana, cocaine, amphetamines, opioids and Phencyclidine (“PCP”).
- G. **Service Area** means the geographical area within which the Transportation Provider’s transportation services will take place.
- H. **Transportation Provider** or **Provider** means a transportation company, owner-operator or other business entity, under agreement with MTM to directly provide transportation services to a Member.
- I. **Trip** or **Trip Leg** means one-way transportation from point of pick-up to destination drop off.

## 2. TRANSPORTATION PROVIDER REQUIREMENTS

- A. Transportation Provider understands that selection of the Transportation Provider’s transportation services for Trips will include but not be limited to factors such as quality, service availability, and competitive pricing of its services relative to other Transportation Providers doing business in the Service Area.
- B. Transportation Provider is a legally recognized business entity duly incorporated or organized, validly existing, authorized to transact business, and in good standing under the laws of the State in which services are being rendered. A Certificate of Good Standing from the Secretary of State must be provided to MTM upon request.

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- C. Transportation Provider must immediately report to MTM any changes in Transportation Provider's contact information, company ownership or Federal Tax ID. A change of ownership or change in the FEIN number or the legal name of a Transportation Provider will require a new Agreement.
- D. Transportation Provider agrees and understands that its dispatch/office must be available for immediate response during regular business hours. Transportation Provider further agrees to maintain sufficient and fully-operational computer hardware, software, and Internet capability to support the delivery of Services pursuant to this Agreement.
- E. The Immigration Reform & Control Act of 1986 prohibits employers from knowingly hiring illegal workers. Transportation Provider agrees that it shall only employ individuals who may legally work in the United States; either U.S. citizens or authorized aliens. Verification of U.S. employment eligibility must be provided to MTM upon request.
- F. Transportation Provider warrants that neither it nor any of its owners or officers have ever been terminated or excluded from participation in any State Medicaid or Medicare program or have been determined to have committed Medicaid or Medicare fraud, or, are on any excluded parties list maintained by any Federal or State agency.
- G. Transportation Provider warrants that no monies or gifts have been or will be paid or given directly or indirectly to any employee or agent of MTM as wages, compensation or gifts in exchange for favors in granting of transportation services to Transportation Providers.
- H. Transportation Provider understands and agrees that it is the Transportation Provider's responsibility for itself and its Drivers, to obtain and maintain in active status any and all licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations, as they currently exist and may hereafter be amended, including but not limited to any and all licenses, registrations, or certificates required to provide transportation for hire, and to operate as a Medicaid Provider in the assigned Service Area.
- I. Transportation Provider must meet all Federal and State laws and regulations for Health Insurance Portability and Accountability Act (HIPAA) and related security and confidentiality compliance by keeping all Member protected health information ("PHI") and personally identifiable information ("PII") confidential, reporting to MTM any breaches of PHI or PII, and complying with the requirements set forth in the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference. The Transportation Provider must sign the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference.
- J. Transportation Provider agrees to comply with the Medicare Advantage and Medicaid Program Requirements, a copy of which is attached as Appendix C to this Agreement and incorporated herein by reference.
- K. Transportation Provider agrees to provide safe and reliable transportation services under this Agreement on an efficient and timely basis. Transportation Provider understands that this Agreement does not guarantee or ensure Transportation Provider any minimum number of Trips, and that actual Trip volume may vary within the sole discretion of MTM.
- L. Transportation Provider agrees to have a sufficient staff of appropriately trained, licensed, and fully credentialed Drivers meeting all applicable Federal, State, and local laws, rules and regulations to perform the Covered Service. It is in the Transportation Provider's best interest to have Drivers and/or office personnel who are also fluent in the languages prevalent in Transportation Provider's Service Area.
- M. Transportation Provider shall provide its Drivers and Attendants with visible, easily readable identification including a picture ID badge with Driver's name and Transportation Provider's Company name, for security and identification purposes.
- N. Transportation Provider shall only use Drivers and vehicles to perform services under this Agreement that are accepted and fully credentialed pursuant to the requirements of the Client Contracts. MTM may not pay Transportation Provider for Trips provided by Transportation Provider's uncredentialed Drivers, and MTM may not pay Transportation Provider for Trips using uncredentialed vehicles. The use of uncredentialed

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Drivers and vehicles is subject to liquidated damages as set forth in Schedule B, attached hereto and incorporated herein by reference, and may result in termination of this Agreement.

- O. Transportation Provider represents, by submission of its Drivers for credentialing approval that each such Driver has represented that Driver has no known physical or mental impairment that would hinder or prevent Driver from performing the Services and safely transporting Members.
- P. Transportation Provider for itself and its Drivers agrees that MTM Trip requests accepted by it will have equal priority with Transportation Provider's other day-to-day services, and that services available to Members have equal priority to services available to the general public. Transportation Provider agrees to have in place, a specific contingency or back-up plan to accommodate a Trip that has been accepted by Transportation Provider whether or not the Trip occurs.
- Q. Transportation Provider understands that all Trips, including recurring Trips, may be assigned or reassigned by MTM in its sole discretion. Transportation Provider has no claim or right to transport any particular person or any claim or right to transport any person attending any particular health care services facility.
- R. Transportation Provider shall give immediate notice to MTM of: (i) any criminal investigation, charge or proceeding against Transportation Provider or its Drivers; (ii) any conviction(s) of Transportation Provider or its Drivers for misdemeanor or felony crimes against a person, alcohol related driving offenses, and crimes involving moral turpitude and (iii) any civil claim asserted against Transportation Provider or its Drivers arising from services rendered by Transportation Provider under this Agreement.
- S. Transportation Provider is required to keep records of all Services provided under this Agreement and shall provide MTM with all necessary requested data as may be required in order for MTM and Transportation Provider to comply with all Federal, State, local, NCQA, URAC, and Client standards. Transportation Provider agrees to maintain full and complete records reflecting all of its operations related to this Agreement for a period of ten (10) years or such longer period as may be required by applicable laws, regulations or Client requirements.
- T. Transportation Provider agrees to participate in quality and compliance programs, which may include developing and cooperating with corrective action plans to ensure that the proper level and quality of service is provided in accordance with the Client Contract. Transportation Provider must allow access to premises, inspections, audits, monitoring, and duplication of records at no charge, of billing reports, Trip/log sheets, vouchers and other records maintained by Transportation Provider for use by MTM, MTM's Client or City, County, State or Federal government officials during normal business hours. Such evaluations and inspections may be conducted unannounced. The failure of Transportation Provider to timely allow Transportation Provider audits or to respond to document requests by the requested date, could result removal from the Transportation Provider network. Any requested records will not be returned by MTM. Transportation Provider is required to maintain copies.
- U. It is the Transportation Provider's responsibility to understand and comply with all applicable State, Federal and local laws and regulations as they currently exist and may hereafter be amended to provide services under this Agreement, including but not limited to: the False Claims Act (32 USC 3729, et. seq.), and the Anti-Kickback Statute (section 1128 (b)) of the Social Security Act; the Americans With Disabilities Act (ADA) of 1990; the Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; Title VII of the Civil Rights Act of 1964; Medicaid and Medicare laws and regulations; Federal Deficit Reduction Act of 2005; Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c); the Byrd Anti-Lobbying Amendment (31 USC 1352), and State and local traffic and distracted driving laws.
- V. Transportation Provider must follow and ensure that its Drivers and Attendants follow procedures and policies set forth herein in order to ensure consistent quality of transportation services and compliance with the Client Contracts.
- W. Transportation Provider agrees to provide such Trips as are assigned to Transportation Provider by MTM for a specified Service Area, and Transportation Provider agrees to and understands that liquidated damages as set forth in the attached Schedule B may be assessed by MTM for Trips that are unable to be completed, or for Transportation Provider's noncompliance with this Agreement.

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- X. Transportation Provider understands that Transportation Provider misconduct may, at the sole discretion of MTM, result in measures including but not limited to reduction of Trips, suspension, or termination of the Agreement in accordance with Paragraph 14.
- Y. Transportation Provider agrees to cooperate with MTM and the MTM Client in the investigation process for complaints, grievances and suspected fraudulent activity. Transportation Provider understands and agrees that any complaints or grievances received by MTM with respect to the provision of Transportation Provider services will be forwarded to Transportation Provider for immediate attention and response. Any problem(s) related to the service shall be promptly resolved. Transportation Provider agrees to comply with applicable complaint resolution policies and provide MTM and/or the Client with the information necessary to help resolve grievances, complaints and inquiries with respect to Transportation Provider's services and other issues.
- Z. Transportation Provider understands if there is suspicion of fraudulent activity by Transportation Provider or any of its Drivers or Attendants, an investigation will be conducted by MTM and/or the Client, with appropriate action taken, including notification to the Client and/or the appropriate governmental authorities. Investigations by applicable government authorities may result in civil fines and penalties, and the potential for criminal prosecution.
- AA. Transportation Provider or any of its Drivers or Attendants must not inquire as to the nature of a Member's illness or medical services received, except in the following instances: (i) Transportation Provider needs to know such information due to medical necessity relating to appropriate transportation and (ii) the Member becomes ill during the course of the Trip and acquiring such information is considered pertinent to assuring the Member's safety and well-being. Transportation Provider must immediately report to MTM any known or suspected fraud or willful abuse of Services by a Member.
- BB. Transportation Provider must report accidents, incidents and injuries that occur during the transport of a Member to MTM. Transportation Provider agrees to cooperate with MTM in the investigation of accidents and injuries.
- CC. If a Member is delayed due to late pick-up or drop-off by Transportation Provider, and cannot be seen at appointment, the Transportation Provider may be assessed a Provider 'no-show' penalty or the Transportation Provider will not be compensated for the Trip.
- DD. Transportation Provider agrees to notify MTM immediately of any significant delays that cause the Member to be late for the Member's medical appointment. In addition to MTM notification, Transportation Provider must make alternate plans for completing the Trip in a timely manner if the medical appointment can still be attended.
- EE. If the Transportation Provider determines a scheduled Trip cannot be performed due to unsafe driving conditions during inclement weather, the Transportation Provider must immediately notify both the Member and MTM of the cancellation.
- FF. Transportation Provider understands that, due to disability, age or mental condition, some Members require assistance and/or the use of an escort/Attendant to assist the Member during transport and at the place of treatment. Transportation Provider agrees to transport the Member and one (1) escort/Attendant as requested. Multiple escorts/Attendants require prior approval from MTM.
- GG. Transportation Provider must comply at a minimum with its assigned service level. Provider shall provide curb-to curb service as the standard service. Provider shall also provide door-to-door and door-through-door service with MTM's prior approval, based on the medical necessity of the Member.
- HH. Transportation Provider must ensure that Drivers do not charge for any general assistance into or out of the vehicle for any Member and/or passenger. General assistance includes but is not limited to opening doors, offering an arm to lean on, or holding a bag.
- II. Transportation Provider agrees that MTM may use Provider's name, address, telephone number(s), and a description of Transportation Provider's services in MTM's directory, advertising, and other material.
- JJ. Transportation Provider understands that no Driver or Attendant shall leave a Member unattended in the vehicle.

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- KK. Transportation Provider shall be responsible for payment to each employee and contractor of Transportation Provider who provides services in connection with this Agreement.
- LL. Transportation Provider shall provide MTM with information necessary for MTM to fulfill its obligations to its Clients and to comply with state and federal law. Transportation Provider authorizes MTM to release such information as required by Clients or state and federal law and shall promptly procure such additional consents or authorizations as may be necessary from time to time, if any, for purposes of this Agreement.

### **3. TRANSPORTATION PROVIDERS' DRIVERS/ATTENDANTS**

Transportation Provider's personnel, prior to providing Services in connection with this Agreement, must meet the following standards in accordance with requirements set by Client Contracts and/or applicable law and in order to ensure consistent quality and safety in connection with transportation services.

- A. Any Driver or Attendant failing to meet required qualifications or any requirements imposed by State or local law, shall be prohibited from providing service under this Agreement.
- B. All Drivers for Trips taken under this Agreement must possess a current, valid Driver's license appropriate for the services rendered and for the type of vehicle the Driver is operating and as required by the State and municipality in which Driver provides transportation. A current, legible copy of each Driver's license must be provided as part of the credentialing process.
- C. Drivers and Attendants must be at least 21 years of age, must be a U.S. citizen or legal resident alien, and must obey all Federal, State and local traffic laws.
- D. Drivers and Attendants must be able to read, write and communicate effectively in English.
- E. Drivers must not allow Members and/or passengers to smoke or use e-cigarettes or vapor smoking products, or the equivalent in the vehicle. It is required that Transportation Provider post a "NO SMOKING" sign in all vehicles.
- F. Drivers and Attendants must not eat or drink while in the vehicle or while involved with or in the presence of Members.
- G. Drivers and Attendants must not use alcohol or drugs or be under the influence of alcohol or drugs at any time while providing MTM transportation services. Any Driver taking prescribed and/or over the counter (OTC) medication which may hinder the Driver's performance must report such use to the Driver's supervisor, and not transport Members. A Driver or Attendant may use properly prescribed medication as long as the Driver's or Attendant's duties can still be performed in a safe manner and Transportation Provider has written medical documentation from the Driver's or Attendant's medical provider that the medication will not impact the ability of the Driver.
- H. Drivers must allow service animals in their vehicles as per the Americans with Disabilities Act.
- I. Drivers must require Members to use seatbelts properly and must refuse to commence travel, or continue travel if Members are non-compliant. Drivers must have seat belt extenders and be knowledgeable in their use for securing Members that require the extenders.
- J. Drivers must ensure that all wheelchairs and mobility devices are properly secured to the vehicle and ensure that Members utilizing wheelchairs and scooters are properly secured before putting the vehicle in motion.
- K. Drivers understand infants/children are to be in proper infant/child restraint seats as required by State and/or Federal law. In the event a proper seat is not available, or the use of the proper child restraint seat is refused, the Driver must deny transportation.
- L. Drivers must not place children in child restraint seats in the front seat of a vehicle.
- M. Drivers and Attendants shall not wear any type of headphones or earpieces while on duty performing transportation services unless it is part of the Transportation Provider's two-way communication system.
- N. Driver shall at all times comply with all applicable local, State and Federal laws and regulations governing the use of mobile devices while operating a motor vehicle. Drivers must not use a cell phone or texting device while driving.

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- O. Drivers must not allow firearms or other weapons, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- P. Drivers and Attendants shall not accept responsibility for any of Member's and/or passenger's personal items, and interior vehicle signage shall make this known and visible to Members and/or passengers.

## **4. CLIENT'S VEHICLE REQUIREMENTS**

- A. All vehicles in use for Services in connection with this Agreement must meet all local, State and Federal requirements, and comply with all vehicle requirements imposed by a Client Contract or by the vehicle manufacturer. Vehicles must display any applicable State or local motor vehicle registration and/or inspection sticker. Transportation Provider agrees that all vehicles that transport Members utilizing mobility devices will comply with current Federal ADA vehicle regulations, as defined by the U.S. Department of Transportation.
- B. Vehicles used for the transportation of Members must have operational Automatic Vehicle Location/Global Positioning System ("AVL/GPS") capability using an internet-connected device ("ICD"). At a minimum, the ICD must be able to transmit the following data in real time: (1) the location of the vehicle in use (for specific periods of time); (2) trip events; and (3) Member signatures. Requirements can be met using MTM's mobile application ("MTM Link"). MTM bears sole responsibility for the transmission of AVL/GPS data with MTM Link, provided that Provider/Provider Drivers use MTM Link correctly and in accordance with any instructions provided by MTM. Provider may alternatively elect to use the software of a third-party routing, scheduling, and dispatching ("RSD") company, provided (1) MTM is given the opportunity first to review and determine if such software will support AVL/GPS requirements, and (2) the RSD company is able to transmit the AVL/GPS data to MTM via an Application Programming Interface ("API") on behalf of the Provider. Should Provider use the software of a third-party RSD software company as described herein, then Provider is solely responsible for ensuring MTM receives or is able to access, via the API, all AVL/GPS data associated with or derived from transportation services rendered by the Provider on behalf of MTM. Provider's failure to do so may result in suspended trips, termination of this Agreement, or MTM's assessment of liquidated damages against the Provider. MTM reserves the right to refuse the establishment of an API between it and the RSD software company used by the Provider.
- C. Pursuant to Client requirements, the Transportation Provider shall provide and ensure that each Driver uses a two-way voice communication system linking all vehicles used in delivering the services under this Agreement with the Transportation Provider's place of business. Pagers are not an acceptable substitute.
- D. Use of any vehicle prior to approval in accordance with requirements set by a Client Contract, or Transportation's failure to comply with any of the above requirements concerning vehicles used in providing services in connection with the Agreement, is prohibited and may result in nonpayment for the Trip and subject the Transportation Provider to further action including assessment of liquidated damages.

## **5. CREDENTIALING AND RE-CREDENTIALING**

- A. Transportation Provider agrees to develop and maintain a Driver Orientation and Training Program. All training and orientation documentation must be maintained by the Transportation Provider in the individual Driver's file.
- B. Driver training programs must include Fraud, Waste and Abuse ("FWA") and HIPAA. The Driver training program could include additional programs required by the Client Contract, including but not limited to:
  - i) Driver training, including defensive Driving
  - ii) Passenger assistance, including Wheelchair Securement
- C. Transportation Provider agrees to maintain updated records on each of its Drivers and Attendants, including owner-Driver's. The file contents shall be provided to MTM upon request and shall include but not be limited to the following credentials:
  - i) Driver's License
  - ii) Criminal Background Check, Pre-employment and annually thereafter

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- iii) Motor Vehicle Driving Record Report for the previous three (3) years - Annual
  - iv) Drug & Alcohol Screening Results 1) Pre-employment, 2) Post Accident and upon suspicion, 3) Random per current FTA regulations: <http://www.dot.gov/ost/dapc/rates.html>
  - v) Training Certificates
- D. With the exception of on-demand transportation network companies, no Driver or Attendant may perform transportation services under this Agreement until fully credentialed pursuant to Client Contract requirements.
- E. Transportation Provider must not use any person as a Driver or Attendant whose name appears on the Office of the Inspector General (“OIG”) exclusion list; the Federal Excluded Party List System (“EPLS”), or similar government exclusion lists to provide Services under this Agreement.
- F. If a reasonable suspicion exists that a Driver or Attendant is under the influence of alcohol or drugs, the Transportation Provider must immediately remove its Driver or Attendant from service under this Agreement and submit the Driver or Attendant to an alcohol and/or Drug Screening at the Transportation Provider’s expense.
- G. Transportation Providers must maintain a Substance Free Workplace Policy to include but not be limited to pre-employment and random drug and alcohol screening for Drivers and Attendants pursuant to drug and alcohol testing regulations for safety sensitive positions. A copy of the policy must be provided to MTM upon request. Refusal to submit to testing within the designated time frame is considered a positive test result and will have disciplinary consequences. Drivers or Attendants testing positive for drugs and/or alcohol will no longer be permitted to transport Members. Drivers and Attendants must not have
- i) Received treatment for a drug, alcohol, narcotics or prescription medication addiction, or abuse within the past five (5) years.
  - ii) Received a positive drug screening resulting from a urine analysis or other drug screening within the past five (5) years.
- H. MTM reserves the right to deactivate or suspend any Driver or Attendant from providing services under this Agreement for safety reasons; or where disqualification of a Driver or Attendant is requested by an MTM Client; or for other reasons of good cause which within MTM’s sole discretion, would not ensure the consistent quality assurance of transportation services
- I. Transportation Provider must not allow its Drivers or Attendants to perform services under this Agreement who are currently on work release, probation, parole, or pending any felony or misdemeanor charge, or arrest, or drug or alcohol related traffic offense charge, which, if the charge were to result in a conviction, would disqualify the Driver, Transportation Provider, or Attendant under this Agreement. Any Transportation Provider’s Drivers and Attendants must have no prior convictions for a sexual crime or crime of violence. Any Driver or Attendant that has been convicted of a felony during the last seven (7) years may drive or aid Members only with the approval of MTM’s Client.
- J. Transportation Provider must not use any Driver or Attendant to perform transportation services under a Client Contract in the following categories:
- i) Drivers who currently have a suspended, expired, or revoked commercial or other driver’s license.
  - ii) Drivers who receive a citation and are convicted of three (3) or more motor vehicle moving violations within the previous thirty-six (36) months, where the Driver is at fault.
  - iii) Drivers who receive a citation and are convicted of two (2) or more at-fault accidents resulting in personal injury or property damage within the previous thirty-six (36) months.
  - iv) An “at fault” accident means any accident where the Driver is cited with a violation, or negligently contributes to the accident or any single vehicle accident where the cause is not equipment related. A Driver’s involvement in an accident will be presumed at fault unless Driver provides evidence or documentation to the contrary. Copies of police reports are required to verify “no fault” accidents.

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- K. Any Transportation Provider's Drivers and Attendants must have no prior convictions for substance abuse within the last seven (7) years or within the timeframe prescribed by applicable State law.
- L. The term "conviction" used herein shall also include any plea of guilty, finding of guilty, plea of "nolo contendere", or similar disposition, whether or not such disposition results in a sentence or conviction under applicable State or local laws.
- M. A list of credentials can be found on Appendix B attached hereto. Changes to credentialing and re-credentialing requirements can be viewed online at the Transportation Provider's website.

## **6. COMPENSATION**

- A. MTM shall pay Transportation Provider for its services at the rates set forth in Schedule A. MTM pays properly submitted uncontested invoices within thirty (30) days after online electronic submission. Any claim submitted by Transportation Provider more than ninety (90) days (or such other length of time as required by MTM's Client) after the date of service shall not be eligible for payment, and Transportation Provider thereby waives any right to such payment. Transportation Provider is solely responsible for making all decisions regarding the compensation of and for compensating its Drivers and Attendants for any transportation services they provide to Members under this Agreement.
- B. No payment will be made for services performed by uncredentialed Drivers or Attendants or for services performed using uncredentialed vehicles.
- C. Transportation Provider agrees that it will look solely to MTM for payment for services rendered. In no event, including but not limited to, non-payment by MTM or MTM's Client, may Transportation Provider bill, charge, or otherwise seek compensation from a Member of MTM's Client to whom Transportation Provider rendered services. This provision does not prohibit Transportation Provider from collecting a copayment or other fee where authorized by MTM or MTM's Client.
- D. The MTM appeals process gives Transportation Providers an opportunity to appeal any denied claims. Transportation Provider agrees that recovery of any overpayment or recoupment by MTM may be accomplished by offsets against future payments.

## **7. PERFORMANCE STANDARDS AND METRICS**

- A. Transportation Provider understands and agrees to the Performance Improvement Plan ("PIP") process and associated liquidated damages that may be assessed for noncompliance events as referenced in Schedule B attached hereto. MTM also reserves the right to pass through and assess against Transportation Provider any sum assessed against MTM by MTM's Client or applicable government authority relating to the performance or nonperformance of Transportation Provider with respect to services provided under this Agreement. Transportation Provider agrees to cooperate fully with MTM to discuss and agree to appropriate corrective action plans, as necessary.
- B. Transportation Provider agrees to pay MTM the sums set forth herein as liquidated damages and not as a penalty. Transportation Provider agrees and authorizes MTM to withhold, offset, recoup and deduct liquidated damages from any sums owing by MTM to Transportation Provider for services rendered. The assessment of liquidated damages shall not prohibit MTM from exercising any other right or remedy available to MTM at law or in equity. The failure at any time by MTM to assess liquidated damages shall not constitute a waiver of MTM's right to assess liquidated damages in the future.

## **8. NON-DISCRIMINATION**

Transportation Provider agrees not to differentiate or discriminate in the treatment of Members because of sex, marital status, family status, age, race, color, national origin, ancestry, religion, mental or physical disability, medical condition, height, weight, veteran status, sexual orientation, political affiliation, economic status, or any other basis prohibited by law, and Transportation Provider will render services to Members in the same manner and in accord with the same standards as offered to other persons.



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## 9. INSURANCE

- A. Transportation Provider, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement, such policies of comprehensive general and automobile liability insurance, which policies shall include property damage, contractual liability, and completed operations/products liability coverage, and other insurance, as may be required by MTM. Certificates of insurance evidencing existence of all insurance coverage specified herein shall be provided to MTM upon the signing of this Agreement and upon renewal of insurance.
- B. The limits of all such insurance shall be in such form and coverage amounts as may be determined by MTM, and which may be amended by MTM upon notice to Transportation Provider, and shall, at a minimum, be in compliance with MTM's contractual requirements with its Client, and in compliance with all Federal, State and local insurance requirements for the jurisdiction in which transportation services are rendered. MTM reserves the right to require higher insurance coverage amounts than may be required by minimum Federal, State, or local laws and regulations.
- C. Transportation Provider is required to maintain insurance at all times throughout the term of this Agreement. Failure to do so will result in immediate termination of the Agreement. The Transportation Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. Such insurance coverage amounts are minimum coverage amounts for this Agreement and in no way limit the indemnity covenants contained within this Agreement. MTM in no way warrants that the minimum coverage amounts contained herein are sufficient to protect the Transportation Provider from liabilities that might arise out of the Services performed under this Agreement by the Transportation Provider, its agents, representatives, employees or subcontractors, and Transportation Provider may purchase such additional insurance as may be determined necessary. **Minimum** insurance limits are as follows:

i) Commercial General Liability

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

\$ 500,000 per occurrence

\$ 500,000 general aggregate

- a) Commercial General Liability policies shall be endorsed to include MTM as Additional Insured up to the greater of the stated minimum limits or the Transportation Provider's full liability policy and umbrella limits.
- b) Additional Insured endorsements shall be provided to MTM upon request. The Additional Insureds shall list:  
"Medical Transportation Management, Inc. and all Affiliates"  
16 Hawk Ridge Circle  
Lake St. Louis, MO 63367
- c) Commercial General Liability policies shall be endorsed to provide specific notice of cancellation to MTM. Copies of the specific Notice of Cancellation endorsements shall be provided to MTM upon the signing of this Agreement and upon renewal of insurance.

ii) Commercial Automobile Liability

Bodily Injury and Property Damage for any and all vehicles used in the performance of this Agreement.

\$ 500,000 Combined Single Limit

- a) Commercial Automobile Liability policies shall be endorsed to include MTM as Additional Insured up to the greater of the stated minimum limits or the Transportation Provider's full liability policy and umbrella limits.
- b) Additional Insured endorsements shall be provided to MTM upon request. The Additional Insureds shall list:  
"Medical Transportation Management, Inc. and all Affiliates"  
16 Hawk Ridge Circle  
Lake St. Louis, MO 63367

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- c) Commercial Automobile Liability policies shall be endorsed to provide specific notice of cancellation to MTM. Copies of the specific Notice of Cancellation endorsements shall be provided to MTM upon the signing of this Agreement and upon renewal of insurance.

## iii) Workers Compensation

Statutory amounts for the State in which services are rendered.

- D. Commercial Automobile Liability policies that are scheduled auto policies must list each vehicle insured. Transportation Provider must immediately notify MTM of all additions and deletions of insured vehicles.
- E. "Broad Form" coverage shall include loading and unloading, and contractual liabilities. Waiver of subrogation shall apply and shall be in favor of "Medical Transportation Management, Inc. and all Affiliates."
- F. If Transportation Provider does not maintain workers compensation insurance on its Drivers, the Transportation Provider must (i) submit documentation from the appropriate governmental regulating authority supporting the Transportation Provider's exclusion or exemption from maintaining such insurance under State law, and (ii) ensure that the Driver is contracted with the Provider in the name of the Driver's company, and (iii) submit to MTM the first page and the signature page of the contract between the Transportation Provider's company and the Driver's company. MTM reserves the right to require all Transportation Providers, including those otherwise exempt, to maintain workers compensation insurance.

## 10. INDEMNIFICATION

- A. Except to the extent directly caused by the willful misconduct of MTM, to the fullest extent permitted by law, Transportation Provider agrees to defend, indemnify, and hold harmless MTM and MTM's Client and all agents, representatives, officers, directors and employees of each (collectively "Indemnitees") from and against all allegations, demands, proceedings, suits, actions claims, damages, losses, liabilities and expenses of any kind or nature whatsoever, arising or alleged to arise from performance or nonperformance of any service by Transportation Provider in connection with this Agreement, including but not limited to claims by personnel engaged by Transportation Provider; reasonable attorney's fees, court costs, the cost of appellate proceedings, all claims adjusting and handling expenses; and any noncompliance assessments, penalties, or liquidated damages and expenses incurred by or assessed against MTM and/or the Client relating to the actions or inactions of Transportation Provider.
- B. If any claim, action or proceeding is brought against the Indemnitees in connections with Transportation Provider's performance of the Agreement or the transportation of any Members, Transportation Provider, at its sole cost and expense, will pay, resist or defend such claims, action or proceeding on behalf of the Indemnitees (either through Transportation Provider's attorney of insurer or independent counsel). MTM will cooperate to the extent reasonable and practical with all reasonable efforts in the handling and defense of such claim, action or proceeding. Any settlement of claims, action or proceeding must fully release and discharge the Indemnitees from any further liability with respect thereto. If the Transportation Provider neglects or refuses to pay, resist or defend the Indemnitees, any recovery or judgement against the Indemnitees with respect to such claim, action or proceeding will conclusively establish the Transportation Provider's liability to the Indemnitees in connection with such recovery or judgement, and if MTM desires to settle with any third party with respect to such claim, action or proceeding, MTM will be entitled to enter into a settlement in good faith and Transportation Provider will be liable for the amount of such settlement, and all expenses connected to the defense, including reasonable attorney fees, and other investigate and claims adjusting expenses.
- C. Any insurance provisions or requirements set forth in this Agreement are separate and independent from this indemnification provision and will not be construed in any way to limit its scope, nor shall this provision be construed in any way to limit the scope and applicability of such insurance provisions or requirements.

## 11. CERTIFICATION

- A. Transportation Provider affirms and certifies the following:
  - i) Transportation Provider warrants and represents that it, and its officers, directors, employees, agents and representatives, have not been convicted of crimes as specified in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7); excluded from participation in the Medicare or Medicaid program,

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

or any other Federal, or State program; assessed a civil penalty under the provisions of Section 1128; entered into a contractual relationship with an entity convicted of a crime specified in Section 1128, or taken any other action that would prohibit it from participation in Medicare or Medicaid, or are otherwise excluded from participation in Federal or State programs.

- ii) Transportation Provider warrants and represents that with respect to Transportation Provider or any of its employees, contractors, subcontractors, governing body Members, or any major shareholders (5% or more) (i) there are no past or pending investigations, legal actions, or matters subject to arbitration, all Federal and State, for health care and/or prescription drug services; and (ii) that none have been criminally convicted nor has a civil judgment been entered against any of them for fraudulent activities nor are any of them sanctioned under any Federal State program involving the provision of health care and/or prescription drug services.
- B. Transportation Provider must immediately report to MTM any change in Transportation Provider's ownership, corporate officers, directors or controlling interest. Transportation Provider must notify MTM immediately if it or any of its owners, officers, directors, or managing personnel are barred from participation in any State or Federal program as a result of being sanctioned and placed on an excluded party list. Transportation Provider shall complete and provide a disclosure of ownership, controlling interest and management upon request.
- C. Transportation Provider warrants and represents that it has not engaged in any collusion with anyone pertaining to any matter relating to the subject of this Agreement.
- D. Transportation Provider warrants and represents that the Provider will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352 (Byrd Anti-Lobbying Amendment).

## 12. ASSIGNMENT

- A. No portion of this Agreement shall be assigned, sublet, delegated, transferred or otherwise disposed of by Transportation Provider, except with the written consent of MTM. Transportation Provider may not subcontract any services herein to any person or business entity without the express written consent of MTM.
- B. This Agreement may be assigned by MTM to the participating MTM Client under contract to MTM, or to any MTM affiliate or successor entity, after notice of any proposed assignment is made to Transportation Provider. Notwithstanding any such assignment, the rights, obligations and liabilities of Transportation Provider shall remain the same as set forth herein.
- C. If Transportation Provider assigns its right to receive payments for services rendered pursuant to this Agreement to a third party, Transportation Provider must give written notice of such in accordance with Section 15 of the Agreement (including evidence of such assignment) to MTM at least thirty (30) calendar days in advance of any payment so assigned.

## 13. COMPLETE AGREEMENT

This Agreement including the attachments, addenda and amendments hereto, and the documents incorporated herein, constitute the entire understanding of the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, oral or written, between MTM and the Transportation Provider.

## 14. TERM AND TERMINATION

- A. This Agreement shall be for a term of three (3) years, and shall only be renewed or extended upon mutual written agreement of the Parties. Termination shall have no effect upon the rights and obligations of the Parties arising out of any services performed prior to the effective date of such termination. Further, in the event that a Member is provided services by Transportation Provider as of the date of termination of this Agreement, MTM will honor its contractual obligations to Members to pay for services rendered. This Agreement may also be terminated for convenience upon a Party giving thirty (30) days written notice to the other Party.

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

- B. In the event Transportation Provider has been assigned Trips and provides notice to MTM of termination, the Transportation Provider must accommodate and run those assigned Trips within the thirty (30) day notice period. If Transportation Provider fails to complete said Trips, the Transportation Provider may be subject to liquidated damages. Moreover, MTM is entitled to recoup or offset and deduct from any payment due Transportation Provider, the cost associated with re-scheduling those Trips with another Transportation Provider.
- C. Transportation Provider agrees that this Agreement does not guarantee or ensure Transportation Provider any minimum number of Trips, and that actual Trip volume may vary. Transportation Provider agrees to accept such Trips as are assigned to Transportation Provider by MTM. If Transportation Provider is not assigned an adequate number of Trips and wishes to terminate this Agreement, Transportation Provider must give MTM the aforesaid notice.
- D. Notwithstanding any provision herein to the contrary, MTM shall have the right to immediately terminate this Agreement and the services of Transportation Provider in the event: (1) Transportation Provider fails to perform or otherwise breaches the terms of this Agreement; or (2) MTM's Client suffers a loss of funding for the Contract between Client and MTM; or (3) MTM's contract with its Client is terminated for any reason; or (4) Transportation Provider's conduct in any way affects the potential safety of any Member, in the sole discretion and determination of MTM; or (5) the filing of any Petition of Bankruptcy or insolvency, by or against the Transportation Provider; or (6) MTM's Client has requested the termination of Transportation Provider; or (7) for other good cause. Transportation Provider shall have the right to immediately terminate this Agreement in the event MTM breaches the terms of this Agreement.
- E. Transportation Provider agrees that MTM payment for all unpaid claims at time of notice of termination will be withheld until MTM has received and audited service records and claims for correctness and accuracy. MTM reserves the right to offset any liquidated damages or other noncompliance assessments against sums due for unpaid claims, or to seek recoupment of sums previously paid in error to Transportation Provider.

## 15. NOTICE

- A. Any notice provided for in this Agreement shall be in writing, addressed to the Parties at the addresses set forth herein, and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by registered or certified U.S. mail, return receipt requested and postage prepaid, in which case it shall be deemed served on the third mail delivery date after the date of mailing; or (c) nationally recognized courier service with all fees prepaid and shall be deemed delivered on the date of delivery, or the date of refusal.
- B. Unless subsequently changed by written notice, notices shall be delivered or sent to the following addresses:

**To:**

Medical Transportation Management, Inc.  
16 Hawk Ridge Circle  
Lake St. Louis, MO 63367  
Attention: CEO  
Email: amacia@mtm-inc.net

**To Transportation Provider at:**

[Notice\_Addressee]  
[Notice\_Addr]  
[Notice\_City], [Notice\_State] [Notice\_Zip]  
Attention: [Notice\_Name]  
Email: [Notice\_email]

## 16. INDEPENDENT BUSINESS RELATIONSHIP

It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent business. Neither Party is the principal, agent, nor representative of the other, and neither have any control over the manner in which the other performs its services and functions or manages its employees. Each, MTM and Transportation Provider, is free to enter into Agreements with other entities or persons to provide the same or similar services.

## 17. EDUCATION AND TRAINING

It is the sole responsibility of Transportation Provider, as an independent contractor, to ensure that its Drivers and other personnel are provided all necessary education and training to comply with applicable laws and regulations and the terms and conditions of this Agreement, and to provide safe and secure transportation of all transported Members and/or passengers.

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

## 18. INTERPRETATION

This Agreement shall be interpreted and governed in accordance with the laws of the jurisdiction in which transportation services are rendered pursuant to this Agreement.

## 19. AFFIRMATIVE ACTION

MTM is an Equal Opportunity Employer, which maintains an Affirmative Action Program. The Parties agree that they will comply with the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vietnam Era Veterans Readjustment Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the 1964 Civil Rights Act, as amended; the Age Discrimination Act of 1975 as amended; the Omnibus Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 and all other applicable Federal and State Laws which prohibit discrimination in the delivery of services on the basis of race, color, familial status, national origin, age, sex, sexual orientation, handicap/disability, religious beliefs or any other basis prohibited by law. Transportation Provider shall not discriminate or otherwise violate any Federal, State, or local anti-discrimination law or regulation in the performance of Transportation Provider's services to MTM under this Agreement.

## 20. AMENDMENT AND WAIVER

Transportation Provider acknowledges and agrees that this Agreement may be amended or modified in writing by mutual written agreement of the Parties. In addition, MTM shall have the right to amend this Agreement without Transportation Provider's consent, to maintain consistency and/or compliance with any State or Federal law, policy, directive or government sponsored program requirement. MTM shall otherwise have the right to amend this Agreement, including compensation rates, upon written notice to Transportation Provider. If Transportation Provider does not deliver to MTM written notice of rejection of the amendment within thirty (30) days of the date of the notice of the amendment, the amendment shall be deemed accepted by and incorporated into this Agreement, and said amendment shall be binding upon the Transportation Provider.

## 21. CONFIDENTIALITY; NON-SOLICITATION; NON-COMPETE

- A. Transportation Provider and MTM mutually acknowledge that in the course of performing this Agreement, Transportation Provider will become aware of information concerning MTM's operations, business practices, customer practices, software systems, programs, pricing policies, customers, Members, and Clients. To the extent such information is generally unknown in the transportation industry or was unknown to Transportation Provider before Transportation Provider became aware of the information through MTM, such information shall be deemed trade secrets and confidential, proprietary information of MTM.
- B. With respect to MTM's trade secrets and confidential, proprietary information, including but not limited to all information obtained regarding Members, Transportation Provider agrees that Transportation Provider and its employees, agents, successors and assigns shall not disclose such information to any person or business entity without the written consent of MTM except for Transportation Provider's internal use as reasonably necessary to perform this Agreement. Transportation Provider also agrees that only those agents and employees of Transportation Provider who have a need to know any such information to perform their duties in connection with this Agreement will be provided with such information, and then only with those portions of such information as are reasonably necessary to the performance of their jobs. Further, Transportation Provider agrees to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities.
- C. Transportation Provider agrees that MTM's non-emergency medical transportation brokerage services business and its network of contracted Transportation Providers are unique and valuable assets of MTM for which MTM rightfully seeks the protection of this Agreement. Transportation Provider also agrees that becoming a part of MTM's Transportation Provider network through execution of this Agreement, is a valuable business asset of Transportation Provider.
- D. Transportation Provider, for itself and its employees, agents, successors and assigns, further agrees that it will not: (a) use MTM's trade secrets and confidential, proprietary information to develop, initiate or establish

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

a business, or further the business of another person or business entity, which competes directly or indirectly with MTM; and (b) solicit or hire any employee of MTM during the period of employee's employment with MTM, or for one (1) year following termination of employee's employment.

- E. Transportation Provider agrees that a breach or threatened breach of the confidentiality provisions of this paragraph would cause immediate and irreparable harm to MTM, and that actual damages would be difficult or impossible to ascertain, such that MTM shall be entitled to injunctive relief in addition to pursuing such other relief as MTM may be entitled to at law or in equity.
- F. Transportation Provider will ensure that all information obtained regarding Members in connection with this Agreement, will be held in the strictest confidence and used only as required for the performance of Transportation Provider's obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.

## **22. ATTORNEY FEES AND COSTS**

In the event that Transportation Provider fails to comply with each and every term of this Agreement or otherwise is in breach of any term of this Agreement; or in the event that Transportation Provider is required to defend, indemnify and hold harmless MTM with respect to any claim or liability arising out of the performance or nonperformance of any service by Transportation Provider in connection with this Agreement, Transportation Provider shall pay all of MTM's costs and litigation expenses, including reasonable attorney's fees that may be incurred by MTM.

## **23. WAIVER OF JURY TRIAL**

The Parties hereto waive jury trial and consent to a Court trial as to all litigation arising out of the terms and conditions of this Agreement.

## **24. SEVERABILITY**

The Parties acknowledge that this Agreement is reasonable, valid, and enforceable. If, however, any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result. Where any provision of this Agreement is found to be unenforceable, the Parties shall then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

## **25. NO THIRD PARTY BENEFICIARY**

Nothing in this Agreement is intended to, or shall be deemed or construed to create any rights or remedies in favor of any third party.

## **26. FORCE MAJEURE**

Neither Party shall be deemed to have breached this Agreement if its failure to perform all or any part thereof results from war, terrorism, flood, earthquake, strike, picketing, riot, fire, explosions, accidents, delays of carriers, governmental actions, or other acts of God, or circumstances beyond its control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction occurring subsequent to the signing of this Agreement.

## **27. INCORPORATION OF ATTACHMENTS**

This Agreement, and the following attachments incorporated herein, constitute the entire agreement between the Parties.

- Appendix A – Business Associate Agreement
- Appendix B – Credentials
- Appendix C – Medicare Advantage and Medicaid Program Requirement Addendum
- Schedule A – Transportation Provider Compensation (Rate Sheet)
- Schedule B – Performance Standards and Metrics

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

**28. CONSTRUCTION; ACKNOWLEDGEMENT**

All Parties have participated in the negotiation of this Agreement, and accordingly, the Parties agree that this Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Transportation Provider warrants by signing this Agreement that they have read the document in its entirety, fully understands its content, and agrees to same. Transportation Provider further pledges to abide by all terms and conditions set forth herein, and acknowledges such by signature hereupon. Transportation Provider is responsible for seeking the advice of an attorney for clarification prior to signing.

**29. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Agreement.

**30. CONSENT TO ELECTRONIC RECORDS AND SIGNATURES**

Electronic records and signatures may be used in connection with the execution of this Agreement. If executed on paper by original signature or executed electronically by one or more Parties to this Agreement, this Agreement or one or more of its signed counterparts is an electronic record and is just as legally valid and enforceable as if such Parties had signed it on paper using a handwritten signature.

**31. FURTHER ASSURANCES**

Each Party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement.

**32. REPRESENTATIONS**

The signers of this document represent that they are acting officially and properly on behalf of their respective business entities, and have been duly authorized, directed, and empowered to execute this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into and is effective as of this [Effective\_Day] day of [Month], [Effective\_Year] (“Effective Date”).

<b>Medical Transportation Management, Inc.</b>	<b>[TP_Name]</b>
By:	By:
(Signature)	(Signature)
By: [MTM_PrintedName]	By: [TP_PrintedName]
(Printed Name)	(Printed Name)
Title: [MTM_Title_PrintedName]	Title: [TP_Title_PrintedName]
Date:	Date:
	Federal Tax ID: [TP_FedID]
16 Hawk Ridge Circle Lake St. Louis MO 63367 Attn: Logistics Operations Management	Address to be used for giving Notice under this Agreement: [Notice_Addr] [Notice_City], [Notice_State] [Notice_Zip] Attn: [Notice_Name]