



# LASSEN COUNTY

## Health and Social Services Department

G6

- HSS Administration**
- Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- Grant and Loans Division**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-2683
- Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112
- Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- Patients' Rights Advocate**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8322
- Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- Community Social Services**  
336 Alexander Avenue  
Susanville, CA 96130
- LassenWORKS**  
**Business & Career Network**  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152
- Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277
- Adult Services**  
PO Box 429  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8158
- HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530)251-2614

**Date:** March 10, 2020

**To:** David Teeter, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health and Social Services

**Subject:** Agreement with Medical Transportation Management, Inc. for 2020/2021

**Background:**

Medical Transportation Management, Inc. is engaged in the business of arranging for, and managing a network of non-emergency medical transportation service organizations and companies to deliver non-emergency medical transportation services.

This contract will allow Lassen County to receive reimbursement for transportation services for routine appointments to clinics, physician's offices, outpatient facilities, hospitals and other medically necessary services for clients within the County.

**Fiscal Impact:**

There is no impact to County General Fund. This is a Revenue Agreement

**Action Requested:**

1) Approve Agreement; and 2) Authorize the CAO to execute the agreements.



**THIS AGREEMENT** is made and entered into as of the 2nd day of January, 2020, between Medical Transportation Management, Inc., a Missouri Corporation, (hereinafter referred to as “MTM”) and Lassen County Health and Social Services, (hereinafter referred to as “Transportation Provider”).

**THAT WHEREAS**, MTM is engaged in the business of arranging for, and managing a network of non-emergency medical transportation service organizations and companies to deliver non-emergency medical transportation services; and

**WHEREAS**, Transportation Provider wishes to enter into this Agreement for the provision of non-emergency transportation services as described 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. “Client” means a customer that has entered into an Agreement with MTM directly to arrange for the provision of Covered Services for Client’s Covered Persons.
- B. “Coverage Agreement” means a Client Agreement entered into by MTM entitling Covered Persons to Covered Services.
- C. “Covered Person” means any person entitled to Covered Services under the terms of one or more Coverage Agreements; referred to as Members.
- D. “Covered Service” means any medical transportation service that MTM is obligated to provide to Covered Persons pursuant to a Coverage Agreement.
- E. “MTM Transportation Provider Handbook” (“Handbook”) means the specific procedures, standards and processes established by MTM and required of Transportation Providers to affect the intent of this Agreement, a copy of which is provided to Transportation Provider and incorporated herein by reference.
- F. “Non-Emergency” transportation services means transportation services for routine appointments to clinics, physician’s offices, outpatient facilities, hospitals and other medically necessary services.
- G. “Service Area” means the areas in which Transportation Provider will provide transportation services.
- H. “Urgent Request” means a Non-Emergency, but unscheduled, request to be transported to medical services promptly, within the same day. Pharmacy requests must be provided immediately after the receipt of the prescription or no later than the following day.
- I. “Transportation Provider” means a transportation company, agency or other business entity under Agreement with MTM.
- J. “Trip” means one-way transportation from point of pick-up to destination drop off.

[Transportation Provider]

## 2. SCOPE OF WORK

- A. Transportation Provider shall provide MTM with all necessary requested data as may be required in order for MTM and Transportation Provider to comply with all applicable Federal, State, county, municipal, NCQA, URAC or its equivalent agency, MTM and MTM Client standards, including MTM Client performance statistics related to quality assurance and Member satisfaction.
- B. Transportation Provider shall participate in MTM's Quality Improvement Program, including cooperating with audits of services.
- C. Transportation Provider agrees to provide Covered Services for Covered Persons in Transportation Provider's approved Service Area, and as required and upon request from MTM.
- D. Transportation Provider agrees to provide a sufficient staff of appropriately trained and licensed drivers meeting all applicable Federal, State, and local laws, regulations and permit requirements, and MTM Client standards to perform the Covered Services.
- E. Transportation Provider agrees to provide Covered Services in vehicles that meet the requirements of the Americans with Disabilities Act of 1990 (ADA), and all other applicable Federal, State and local laws, regulations and licensure standards, including MTM and MTM Client standards. Ambulatory services only are covered by this Agreement.
- F. Transportation Provider agrees that MTM trip requests will have equal priority with Transportation Provider's day to day services.
- G. Transportation Provider agrees to accept such trips as are assigned to Transportation Provider by MTM for specified service area, and Transportation Provider agrees to and understands that liquidated damages may be assessed by MTM for trips that are unable to be completed, or for Transportation Provider's noncompliance with provisions of this Agreement.
- H. Transportation Provider agrees to have in place, a specific planned response (contingency plan) to make whole, a trip which has been accepted by Transportation Provider, but is uncertain to occur.
- I. Transportation Provider agrees to comply with all MTM Client policies, protocols, and procedures including the Federal Program Requirements, a copy of which is attached as Appendix C to this Agreement and incorporated herein by reference. Transportation Provider agrees to comply with all applicable regulatory requirements of the State of California, as set forth in Appendix D to this Agreement and incorporated herein by reference.
- J. 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.
- K. Transportation Provider understands that selection of the Transportation Provider's transportation services by MTM will be based solely upon the quality and availability of their service and, where applicable, upon competitive pricing of its services relative to other Transportation Providers doing business in their services area.

[Transportation Provider]

- L. Transportation Provider warrants that no monies have been or will be paid directly or indirectly to any employee of MTM or an MTM Client as wages, compensation, or gifts in exchange for favors in granting of transportation services to Transportation Providers.
- M. Transportation Provider acknowledges the MTM Transportation Provider Handbook will be reviewed periodically by MTM and may be modified and amended by MTM as needed, with notification by MTM to Transportation Provider prior to implementation. Transportation Provider agrees to comply with all terms and provisions of the Handbook attached hereto as Appendix A and incorporated by reference herein.
- N. 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 MTM's complaint resolution policies and cooperate with MTM and provide MTM with the information necessary to help resolve grievances or inquiries with respect to Transportation Provider's services and other issues.
- O. Transportation Provider must immediately report to MTM any change in Transportation Provider's address, e-mail address, phone number and/or fax number, or federal tax ID number.
- P. Transportation Provider understands if there is suspicion of fraudulent Transportation Provider activity, an investigation will be conducted by MTM and the Transportation Provider may be terminated and/or subject to reduced payments or recouped monies. Additional investigations by applicable government authorities may result in civil fines and penalties, and the potential for criminal prosecution.
- Q. Transportation Provider agrees to cooperate with MTM and the MTM Client in the investigative process of suspected fraudulent activity.
- R. Transportation Provider and driver shall consider transportation requests from the general public.
- S. Transportation Provider 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, or (2) 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.
- T. Transportation Provider agrees to cooperate with inspections by MTM, MTM Clients, and applicable governmental and accreditation officials and agrees to respond to recommendations of such Transportation Provider audits, and understands that failure to respond by the requested date may result in corrective action, including termination of this Agreement.
- U. Transportation Provider agrees and understands that its dispatch/office must be available for immediate response during regular business hours. Any voicemail messages left with the Transportation Provider's dispatch/office must be returned within 10 minutes.

- V. Transportation Provider understands records requested by MTM must be original documents sent at Transportation Providers expense, and will not be returned. Transportation Provider must maintain copies at their expense.
- W. Transportation Provider must allow inspections, auditing, monitoring, and duplication of records at no charge, of any and all data, billing reports, trip/log sheets, vouchers and other records maintained by Transportation Provider on Member trips, by agents of MTM, MTM Clients or 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 may result in a Performance Improvement Plan (PIP), assessment of Liquidated Damages, and/or termination of Transportation Provider at MTM's discretion.
- X. Transportation Provider must provide safe and reliable transportation services as requested by MTM on an efficient and timely basis and without unreasonable delays.
- Y. If a Member is delayed due to late pick-up or drop-off by Transportation Provider, and cannot be seen at appointment, Transportation Provider will not be compensated for trip.
- Z. Transportation Provider agrees to notify MTM immediately of any significant delays which cause the Member to be 15 minutes late or more for his/her medical appointment. In addition to MTM notification, Transportation Provider will make subsequent alternative plans for completing the trip in a timely manner if the medical appointment can still be attended.
- AA. 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.
- BB. Transportation Provider must report to MTM any known or suspected fraud or willful abuse of MTM services by a Member.
- CC. Transportation Provider understands that, due to disability, age or mental condition, some Members utilizing MTM services require assistance and/or the use of an escort/attendant. Transportation Provider agrees to transport the Member and one escort/attendant at no additional charge. Multiple escorts are permitted if there is sufficient space in the vehicle.
- DD. If the Transportation Provider determines a scheduled trip cannot be performed due to unsafe driving conditions during inclement weather, the Transportation Provider must immediately contact both the Member and MTM of the cancellation.
- EE. Transportation Provider shall not place, include, or permit any markings, advertising, coupons, or any other marketing, sales, or promotional items on or with Transportation Provider's services and shall not solicit, or permit the solicitation of, MTM Client physicians or other MTM Client personnel to use or refer Transportation Provider's services.
- FF. Transportations Provider and its employees, agents and representatives are expressly forbidden from soliciting or accepting any tips, gifts or gratuities for services provided under this Agreement.

GG. With respect to transporting Members under 18 years of age, Transportation Provider shall comply with (i) all applicable federal, state, regional and local laws, regulations and ordinances, (ii) guidance from regulators, (iii) provisions in MTM Clients' government contracts; and (iv) applicable provisions in the Handbook.

HH. Transportation Provider shall meet the following performance standard:

Transportation Providers shall arrive at the requested point of origin within fifteen (15) minutes before or after the agreed upon time, regardless of whether or not the transport was scheduled in advance, for a minimum of ninety percent (90%) of all transports performed each calendar month.

II. Transportation Provider must comply at a minimum with its assigned service level. Transportation Provider shall provide curb-to curb service as the standard service. Transportation Provider shall also provide door-to-door and door-through-door service as directed by MTM as required by the medical necessity of the Member.

(a) Curb to Curb

- i. Driver must pull the vehicle up as close to the pick-up and destination entrances as reasonably possible in an unobstructed and safe location.
- ii. Exit the vehicle to open and close vehicle doors when passengers enter the vehicle. Assist Members in opening the vehicle door, assist in the process of being seated, and confirm all seat belts are fastened properly and that the door of the vehicle is secured before moving the vehicle.
- iii. Assist by folding and storing the Member's wheelchair or other mobility device as necessary.
- iv. Assist Members in the process of exiting the vehicle. Exit the vehicle to open and close vehicle doors when passengers exit the vehicle. Offer a helping hand or arm to assist passengers exiting the vehicle in an unobstructed and safe location.
- v. Before departing from the drop-off point, confirm that the delivered Members are safely inside of their destination.
- vi. Driver shall not transport the Member to any destination other than what is assigned by MTM.
- vii. Driver must allow a minimum of fifteen (15) minutes wait time at the scheduled pick-up locations for scheduled Member(s) to enter vehicle.

(b) Door to Door

- i. Driver must go to the entrance of Member's residence or pick-up location and announce arrival.
- ii. Upon arrival at the destination, it is the driver's responsibility to bring the Member to the appropriate entrance of the designated facility or drop-off location.

- iii. Return trip must follow the above instructions.
- iv. Door to Door service will encompass all requirements noted in Curb to Curb

(c) Door through Door

- i. Driver must enter the residence or pick-up location and help Member to assure safe assistance to and from the vehicle.
- ii. Driver must deliver the Member at destination inside the facility or residence to an appropriate individual or facility representative.
- iii. Return trip must follow the above instructions.
- iv. Door through Door service will encompass all requirements relating to Door to Door and Curb to Curb service.

**3. DRIVER REQUIREMENTS**

- A. All drivers for MTM trips must possess a current, valid driver's license appropriate for the services rendered and for the size vehicle driver is operating and as required by the State and local governmental entity in which driver provides transportation. A legible copy of each driver's license must be provided to MTM as part of the credentialing process. All applicable permits, licenses and certifications will be current and in possession of Transportation Providers and/or drivers at all times for inspection by MTM Clients upon request.
- B. Drivers must be at least 21 years of age and must be a U.S. citizen or legal resident alien.
- C. Drivers must be able to read, write and communicate effectively in English.
- D. Drivers must be physically able to assist Members entering and exiting vehicles, and capable of safely providing transportation services.
- E. Drivers must obey all Federal, State and local traffic laws.
- F. Drivers understand that in the event a driver or Member feels there is a need for emergency medical assistance, the driver must immediately call 911.
- G. Drivers must drive in a professional, safe and courteous manner and be courteous, patient and helpful to all passengers.
- H. Transportation Provider shall provide drivers and attendants with visible, easily readable employee picture identification card. Drivers must maintain an acceptable standard of dress, personal grooming and behavior in order to present a neat, clean and professional appearance.
- I. Drivers and attendants must not smoke in the vehicle, while involved in Member assistance, or in the presence of any Member.

- J. Drivers must not allow passengers to smoke in the vehicle. It is required that Transportation Provider post a "NO SMOKING" sign in all vehicles.
- K. Drivers must not eat while transporting Members.
- L. Drivers must not use alcohol or drugs or be under the influence of alcohol, narcotics, medical marijuana, illegal drugs, or drugs at any time during MTM transportation services. Any driver taking medication which may hinder his/her performance must report such use to his/her supervisor, and not transport Members.
- M. Drivers must not allow personal friends or family to ride in vehicle while transporting Members, unless specifically authorized by MTM.
- N. Drivers must allow certified service animals in their vehicles. .
- O. Drivers must not make personal stops, other than for restroom and Member/Transportation Provider agreed-upon restaurant breaks while transporting Members unless specifically authorized by MTM.
- P. Drivers must require Members to use seatbelts properly and must refuse to continue travel if passengers are non-compliant. Drivers must have seat belt extenders for use by obese Members.
- Q. Drivers must ensure that all wheelchairs and mobility devices are properly secured to the vehicle and ensure that Members utilizing wheelchairs and scooters are secured before allowing the vehicle to proceed.
- R. Drivers understand infants/children are to be in proper infant/child restraint seats as required by State or Federal law. In the event a proper seat is not available, or the use of proper child restraint seat is refused, the driver must deny transportation.
- S. Drivers must not place children in child restraint seats in the front seat of a vehicle.
- T. Drivers must assure Members enter and exit the vehicle in an unobstructed and safe location. Where needed, drivers must provide assistance to Members entering and exiting a vehicle and assure all doors are closed before vehicle is put in motion.
- U. Drivers are required to safely secure folding wheelchairs and walking aids.
- V. Drivers must not touch any Member except as appropriate and necessary to assist the Member into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained. Drivers must request permission from the Member prior to touching the Member.
- W. Drivers must not make sexually explicit comments or solicit favors, medications, or money from Members.
- X. Drivers shall not wear any type of headphones or use cell phones, except for dispatch purposes, while on duty. Drivers shall not use cell phones while operating vehicles. Driver shall maintain the volume of the radio at a level acceptable to Members.

- Y. Drivers shall not accept responsibility for any of Member's personal items.
- Z. Drivers must not allow firearms or other weapons, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- AA. Drivers must check their vehicle to ensure that at the end of each trip or trip route, all Members have vacated the vehicle.

#### 4. VEHICLE REQUIREMENTS

- A. Use of any vehicle prior to approval of MTM is prohibited and may result in nonpayment for the trip and subject the Transportation Provider to further disciplinary action.
- B. All vehicles in use for MTM services must meet all local, state and federal requirements.
- C. Transportation Provider agrees that all vehicles that transport Members will comply with current applicable Federal Transit Administration (FTA), and State Department of Transportation (DOT) regulations for vehicle specifications, and any city or county regulation as applicable.
- D. Vehicles may be taken out of service for use with Members at the discretion of MTM. Transportation Provider agrees to remove from MTM service any vehicle to be found unsatisfactory in reference to conditions listed in this section, or which is questionable with regard to safety or roadworthiness until repairs are completed.
- E. All vehicles in use for MTM service must not have:
  - 1) Damaged or broken seats
  - 2) Protruding or sharp edges
  - 3) Dirt, oil, grease or litter in the vehicle
  - 4) Broken mirrors or windows (other than small chips/cracks)
  - 5) Excessive grime, rust, chipped paint or major dents

#### 5. TRAINING AND PERSONNEL POLICIES

Transportation Provider agrees to develop and maintain a Driver Training Program. All training documentation must be maintained by the Transportation Provider in the individual driver's file.

- A. Driver training program should include, but not be limited to:
  - 1) Assisting Passengers with Disabilities
  - 2) Emergency Situation Training
  - 3) HIPAA
  - 4) CPR
  - 5) First Aid
  - 6) Fraud, Waste and Abuse
- B. Transportation Provider agrees to maintain a file on each driver which shall include but not limited to:
  - 1) Documentation of training
  - 2) Copy of current driver's license
  - 3) Results of a national criminal background check (to the extent permitted bylaw) updated annually

[Transportation Provider]

- 4) Results of a State specific driver history record check, updated annually
  - 5) Results of any MTM and/or Client specific State or Federal Medicaid/Medicare fraud, waste and/or abuse checks
  - 6) Results of drug screening
- C. Transportation Provider must assure that current Federal Motor Carrier Safety Act or Federal Department of Transportation laws and regulations regarding drug and alcohol testing are enforced for any of their drivers or attendants; to include pre-employment, random, and reasonable suspicion drug and alcohol testing.
- 1) If MTM or the Transportation Provider has reasonable suspicion of a driver or attendant to be under the influence of alcohol or drugs, the Transportation Provider must immediately remove the driver or attendant from MTM service and submit the driver or attendant to an alcohol and/or drug screening at the Transportation Provider's expense. Refusal to submit to testing within the designated time frame is considered a positive test result and will have the same disciplinary consequences. Drivers or attendants testing positive for drugs and/or alcohol will no longer be permitted to transport Members or provide any other service to Members.
  - 2) The Transportation Provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of members, whether those drugs are legally prescribed or not.
- D. No driver may perform transportation services for MTM until the driver has been fully credentialed and approved by MTM.
- E. To the extent permitted by law, Transportation Provider agrees and understands that all drivers and attendants must be subjected to a national criminal background check on an annual basis. The results must be documented in the driver's file and copies provided to MTM.
- F. Transportation Provider must not use any driver or attendant convicted of a felony or gross misdemeanor under Federal or State law that is inconsistent with the best interest of Members, including but not limited to:
- 1) Child abuse, neglect, and other crimes against children
  - 2) Domestic abuse
  - 3) Abuse, neglect, and other crimes against the elderly or infirm
  - 4) Crimes involving rape, sexual assault, and other sexual offenses
  - 5) Homicide
- G. Transportation Provider must not use any person as a driver or attendant in the conduct of MTM services who has a felony criminal conviction of a felony offense within the preceding seven (7) years.
- H. MTM reserves the right to disapprove or suspend any driver or attendant for safety reasons; or where disqualification of a driver or attendant is requested by an MTM Client; or for other reasons of good cause within MTM's sole discretion. Transportation Provider acknowledges that the offenses listed herein are not an exclusive listing, but that there are other offenses and pertinent circumstances which can result in the disapproval of a driver or attendant.

- I. Transportation Provider must not allow drivers or attendants to perform MTM services who are currently on work release, probation, parole, or pending any felony or misdemeanor charge, or arrest, or alcohol related traffic offense charge, which, if the charge were to result in a conviction, would disqualify the driver or attendant under this Agreement. This same requirement applies equally to the Transportation Provider. Further, upon arrest of the Transportation Provider, MTM retains the option of suspending the Transportation Provider's MTM operations pending investigation of the arrest related charges. Transportation Provider is required to report to MTM any pending felony charge or any other pending charge, which if the charge were to result in a conviction, would disqualify the driver or the Transportation Provider under this Agreement.
- J. Transportation Provider must not use any driver in the conduct of MTM services with the following:
- 1) Convicted of three (3) or more minor motor vehicle moving violations within the previous thirty-six (36) months.
  - 2) Involvement in two (2) or more at-fault accidents resulting in personal injury or property damage within the previous thirty-six (36) months. 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.
  - 3) A combination of one (1) unrelated motor vehicle moving violation and one (1) at-fault incident (accident) resulting in personal injury or property damage within the previous twenty-four (24) months.
  - 4) Revocation or suspension of the driver's vehicle operator's license within the previous five (5) years for accumulation of points or drug or alcohol related incident or moving traffic violations.

Copies of police reports are required to verify "no fault" accidents.

- K. Further, any conviction, plea of guilty, finding of guilty or plea of "nolo contendere" (misdemeanor or felony), for any of the following driving offenses within the previous seven (7) years shall disqualify a driver from performing MTM services:
- 1) DUI or DWI, or other alcohol related offense or under the influence of a controlled substance
  - 2) Careless and imprudent, or reckless driving
  - 3) 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.
  - 4) The Transportation Provider is required to immediately report to MTM any pending felony or misdemeanor offense; or alcohol related traffic offense or arrest of the Transportation Provider or driver which, if the charge were to result in a conviction, would disqualify the driver or Transportation Provider under this Agreement.

[Transportation Provider]

## 6. COMPENSATION

MTM shall pay Transportation Provider for its services at the rates set forth in Schedule A. Any claim submitted by Transportation Provider more than forty-five (45) days (or such other length of time required by MTM's Client) after the date of service shall not be eligible for payment, and Transportation Provider thereby waives any right to payment therefore. In no event shall Transportation Provider submit any claim directly to an MTM Client. No payment will be made for services performed by unapproved drivers or for services performed using unapproved vehicles. In the event MTM denies payment of any claim submitted by Transportation Provider, any litigation to challenge nonpayment of the claim or to otherwise seek compensation from MTM for such claim must be commenced within one (1) year from the date of denial of the claim by MTM.

All documentation required by MTM to support a claim for payment must be submitted contemporaneously with submission of the claim. MTM reserves the right to deny payment of any claim lacking all required documentation at the time of submission of the claim.

Transportation Provider agrees that it will not be paid for any claim that lacks required documentation, and Transportation Provider shall be deemed to have waived payment for any claim lacking required documentation.

Transportation Provider agrees that it will look solely to MTM for payment for services rendered. Transportation Provider shall have no claim against MTM's Client for payment for services rendered. The MTM appeals process gives Transportation Providers an opportunity to appeal any denied claims. Recovery of any overpayment may be accomplished by offsets against future payments.

Transportation Provider shall not, and Transportation Provider shall not permit any of its employees, agents, representatives, subcontractors, agents or third parties within its control to, in any event including, but not limited to, nonpayment by or insolvency of MTM or an MTM Client or breach of this Agreement, bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against any Member, person acting on the Member's behalf, state Medicaid plan, or any person or entity other than MTM. This Agreement does not prohibit Transportation Provider from collecting a copayment or other fee where authorized by MTM in accordance with MTM's contract with MTM Client. The terms of this Section shall survive the termination or expiration of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of Members, and shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Transportation Provider and the Member or persons acting on the Member's behalf. Without limiting the foregoing, Transportation Provider shall not permit any of its employees, agents, representatives, subcontractors, agents or third parties within its control to, seek payment from Members for amounts denied by MTM or MTM Client because:

billed charges were not customary or reasonable; (2) services were not medically necessary as determined under the Member's applicable plan of benefits; (3) of Transportation Provider's failure to obtain authorization for services delivered, if applicable; (4) of Transportation Provider's failure to submit clinical data promptly; or (5) if applicable, of Transportation Provider's failure to submit a claim in accordance with the appropriate billing procedures, within the appropriate time frame, or in accordance with commonly accepted standard coding practices.

## 7. LIQUIDATED DAMAGES

Transportation Provider understands and agrees that liquidated damages may be assessed for noncompliance events set forth on the Schedule B, attached hereto and incorporated herein. Transportation Provider agrees that if liquidated damages have been assessed, they may not be recovered by Transportation Provider.

## 8. NON-DISCRIMINATION

Transportation Provider agrees not to differentiate or discriminate in the treatment of MTM Covered Persons because of sex, gender, gender identity, marital status, age, race, ethnicity, color, creed, national origin, ancestry, religion, physical or mental disability, genetic information, medical condition, height, weight, veteran status, sexual orientation, political affiliation, economic status, income, source of payment, participation in a government program, evidence of insurability, claims experience, receipt of health care, health status, conditions arising out of acts of domestic violence, status as a Member, to the extent said bases are prohibited by law and any other basis prohibited by law, and Transportation Provider will render services to Covered Persons in the same manner and in accord with the same standards as offered to other persons.

## 9. INSURANCE

### A. TRANSPORTATION PROVIDER

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. 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.

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. Insurance minimum limits are as follows:

- i. Commercial General Liability (CGL) Coverage  
\$1,000,000 per occurrence  
\$1,000,000 general aggregate
- ii. Commercial Automobile Liability  
\$1,000,000 Combined Single Limit

Commercial auto 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.

CGL and automobile liability policies shall be primary and noncontributory. "Broad Form" coverage shall include loading and unloading, and contractual liabilities. MTM shall be named as additional insured and waiver of subrogation is required. Both policies must provide specific policy endorsements with MTM as additional insured up to the higher of \$1,000,000, or the policy limits, and waiver of subrogation applies.

Transportation Provider must submit specific policy endorsements with MTM as additional insured to receive notice of policy cancellation.

iii. Workers' Compensation Insurance

Statutory amounts for the state in which services are rendered\

iv. Certificates of Insurance evidencing existence of all insurance coverage specified above shall be provided to MTM upon the signing of this Agreement and annually thereafter upon renewal of insurance.

v. The Waiver of Subrogation should read:

"Medical Transportation Management, Inc. and all Affiliates"

vi. The Additional Insured shall list:

"Medical Transportation Management, Inc. and all Affiliates"

16 Hawk Ridge Drive

Lake St. Louis, MO 63367

B. MTM

MTM, at its sole cost and expense, shall procure and maintain such policies of auto liability and comprehensive general liability insurance, and other insurance as may be required by MTM's Client as shall be necessary to insure it and its employees and agents against any claim or claims for damages arising from performance of any service by MTM in connection with this Agreement.

## 10. INDEMNIFICATION

A. TRANSPORTATION PROVIDER

Transportation Provider shall defend, indemnify and hold harmless MTM, its agents, and employees from and against any and all claims, losses, damages, liability, obligations and expenses (including reasonable attorneys' fees) based on injuries resulting from the intentional or negligent acts or omissions of Transportation Provider, its employees and agents committed in the course of carrying out their obligations under this Agreement.

B. MTM

MTM shall defend, indemnify and hold harmless Transportation Provider, its agents, and employees from and against any and all claims, losses, damages, liability, obligations and expenses (including reasonable attorneys' fees) based on injuries resulting from the intentional or negligent acts or omissions of MTM, its employees and agents committed in the course of carrying out their obligations under this Agreement.

## 11. PROTECTED HEALTH INFORMATION: BUSINESS ASSOCIATE AGREEMENT

The U.S. Department of Health and Human Services (“HHS”) enacted regulations (the “Regulations”) under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the “Act”) (the Act and the Regulations sometimes referred to collectively as “HIPAA” and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”). These Regulations require States and Counties, health care providers, health plans and health care clearinghouses (individually, “Covered Entity” and collectively, “Covered Entities”) to maintain the privacy/confidentiality of health information which they receive or obtain from their patients or covered persons or which they review or create for their patients or covered persons. For purposes of HIPAA this health information is referred to as “Protected Health Information” or “PHI”.

These same Regulations require Covered Entities to obtain written assurance from the businesses to whom they disclose PHI (“Business Associates”) that such Business Associates will maintain the privacy/confidentiality of any PHI provided to them by the Covered Entities and otherwise comply with the requirements of HIPAA applicable to Business Associates. In addition, these Regulations require Business Associates to obtain from those businesses to whom they disclose PHI written assurance that they will maintain the privacy/confidentiality of any PHI provided to them by the Business Associate and otherwise comply with the requirements of HIPAA. This Business Associate Agreement is related to the provision of services by Transportation Provider to MTM and to the PHI which may be disclosed between the parties in order to perform their obligations under this contract. Transportation Provider is under no obligation pursuant to this Business Associate Agreement to MTM regarding PHI created, received, obtained, maintained or transmitted by Transportation Provider in its role as Client or in its independent health care provider.

MTM herein contracts with the Transportation Provider to provide Non-Emergency Medical Transportation Services (“Services”). In connection with your provision of such Services, you may create, receive, maintain or transmit Covered Person PHI from MTM, the Covered Person, the Government entity, or the Health Plan. As a result MTM requires written assurance that the Transportation Provider will: (i) maintain the privacy/ confidentiality of all Covered Person PHI; and (ii) comply with the requirements of HIPAA and the standards set forth at 45 CFR Parts 142, 160, 162, and 164, and the Health Information Technology for Economic and Clinical Health Act (HITECH), applicable to Business Associates. In its role as a provider of transportation services pursuant to this contract, Transportation Provider agrees to: maintain the privacy/confidentiality of all Covered Person PHI including electronic Covered Person PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA and HITECH; to implement applicable electronic information security procedures to comply with the HIPAA Security Regulations; not use or disclose Covered Person PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement or as required by law; provided, however, that Transportation Provider may use and disclose Covered Person PHI to manage and administer your business; comply with any and all restrictions on the use and disclosure of Covered Person PHI requested by a Covered Person, agreed to by the applicable MTM Client and communicated to Transportation Provider by MTM; develop and implement appropriate Administrative, Physical and Technical safeguards and security measures set forth in 45 CFR 164 to prevent the use or disclosure of Covered Person PHI for purposes other than as set forth in this Agreement; provide MTM with such information concerning such safeguards as MTM may from time to time request; maintain a record of all disclosures of Covered Person PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to MTM, to the applicable MTM Client, or to the Covered Person whose PHI was disclosed (“Affected Person”), upon our request: the date of such disclosure, the name and, if known, the address of the member of

[Transportation Provider]

such PHI, a copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations, a brief description of the PHI disclosed, and a statement that would reasonably inform Affected Person of the purpose of the disclosure.

In its role as a provider of transportation services pursuant to this contract, Transportation Provider agrees to notify MTM immediately upon discovery of any unauthorized disclosure of Covered Person PHI (Breach) including any breach of unsecured PHI as required at 45 CFR 164.410 and any security incident of which you become aware. Transportation Provider agrees to make a written report to MTM within 24 hours after Transportation Provider knows or should have reasonably known of such Breach. Transportation Provider will cooperate promptly with MTM as is reasonably required in order for MTM to comply with applicable breach reporting and notification laws, including but not limited to Section 13402 of HITECH. Transportation Provider agrees to establish procedures for mitigating any deleterious effects of any improper use and/or disclosure of Covered Person PHI; to require your employees, agents and independent contractors (“Workforce”) to adhere to the restrictions and conditions regarding Covered Person PHI; to include the HIPAA PHI protection provisions of this Agreement in all “downstream” Business Associate/ subcontractor agreements; not disclose Covered Person PHI to any Member of your Workforce, unless Transportation Provider has advised such person of your obligations under this Section and the consequences of a violation of these obligations; take disciplinary action against any Member of your Workforce that uses or discloses Covered Person PHI in violation of this Agreement; not to disclose Covered Person PHI to any third party without first obtaining our written approval; not disclose Covered Person PHI to any third-party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of Transportation Provider, MTM and the applicable MTM Client(s); limit disclosure of Covered Person PHI by your workforce or third parties to the minimum amount of Covered Person PHI necessary to achieve the purpose for such use or disclosure; to notify MTM immediately in the event Transportation Provider receive a request from a Covered Person identified in any Covered Person PHI (“Subject”), or such person’s legal representative (“Legal Representative”), to review any records in your possession or control regarding the Subject (“Subject PHI”); to make available to MTM, or at our request, to the applicable MTM Client (s) to a Subject or such Subject’s Legal Representative, for their review, any Subject PHI in your possession or control; to notify us immediately in the event you receive a request from a Subject to amend or otherwise modify any Subject PHI in your possession or control; to make any amendments to Subject PHI that the applicable MTM client has directed or authorized at MTM’s request; make your policies, books and records relating to the use and disclosure of Covered Person PHI available to MTM’s Client or to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of determining compliance with HIPAA requirements; return to MTM or otherwise destroy all Covered Person PHI in your possession or control upon termination of this Agreement; to continue to extend the protections of this Section to such Covered Person PHI and limit any further use of such Covered Person if such return or destruction of records is not feasible; to indemnify, defend and hold harmless MTM and the applicable MTM Client, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs and attorneys’ fees, arising out of, resulting from or caused by a violation by Transportation Provider, or any of your Workforce, agents or subcontractors, of any HIPAA or HITECH requirements or any of the terms or conditions of this Business Associate Agreement.

The parties agree that all Covered Person's records are to be treated as confidential so as to comply with all applicable Federal and State laws regarding the confidentiality of such records. However, MTM and MTM's Client shall have the right, upon request, to inspect at all reasonable times any accounting, administrative and other reports maintained by Transportation Provider pertaining to MTM Covered Services, its Covered Persons and/or activity hereunder, but Transportation Provider shall not be required to disclose the records of any Covered Person to any party other than as required by law.

## **12. LICENSURE**

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); sanctioned, suspended, debarred, opted out, or excluded from participation in the Medicare or Medicaid program, 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 otherwise excluded from participation in federal or state programs.

Transportation Provider shall give immediate notice to MTM of: (i) any criminal or governmental investigation or proceeding against Transportation Provider or subcontracted providers; (ii) any convictions of Transportation Provider or subcontracted providers for crimes involving moral turpitude or felonies; (iii) any civil claim asserted against Transportation Provider or subcontracted providers arising from services rendered by Transportation Provider under this Agreement; (iv) changes to personnel, equipment, facilities, licensure, certification, approvals, or other aspect of Transportation Provider's business that might limit or diminish its ability to provide Covered Services; (v) cancellation, termination, non-renewal, or material modification of Transportation Provider's insurance coverage listed in Section 9; (vi) receipt of notice of pending sanctions, suspension or exclusion from either the Medicare or Medicaid programs; and (vii) any incident or circumstance relating to the Covered Services that adversely affects or reasonably could adversely affect the health or safety of a Member .

Transportation Provider and its employees, agents, and representatives and their equipment shall hold in good standing all licenses, certifications, and approvals required or customarily held to render the Covered Services. Transportation Provider shall cooperate as requested by MTM's Client in providing data, information, and records which are requested of MTM's Client by its licensing agencies and accreditation organizations.

## **13. SUBLETTING OR ASSIGNING THE AGREEMENT**

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.

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.

## **14. COMPLETE AGREEMENT AND MODIFICATION**

[Transportation Provider]

This Agreement constitutes the entire understanding of the parties hereto, and no changes, amendments or alterations, except as otherwise noted herein, shall be effective unless signed by both parties.

## **15. TERM AND TERMINATION**

This Agreement shall be for a term of one (1) year, and shall automatically renewed annually unless terminated by either party giving written notice to the other party as provided herein. 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 Covered Person is provided services by Transportation Provider as of the date of termination of this Agreement, MTM will honor its contractual obligations to Covered Persons to pay for services rendered. This Agreement may also be terminated without cause for any reason upon a party giving thirty (30) days written notice to the other party.

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 termination this Agreement, Transportation Provider must give MTM the aforesaid notice.

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 strictly comply with MTM's Transportation Provider Handbook; or (2) Transportation Provider fails to perform or otherwise breaches the terms of this Agreement; or (3) MTM's Client suffers a loss of funding for the Contract between Client and MTM; or (4) MTM's contract with its Client is terminated for any reason; or (5) Transportation Provider's conduct in any way affects the potential safety of any Covered Person, in the sole discretion and determination of MTM; or (6) the filing of any Petition of Bankruptcy or insolvency, by or against the Transportation Provider; or (7) MTM's Client has requested the termination of Transportation Provider; or (8) 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.

Transportation Provider agrees that MTM payment for all unpaid claims at time of termination will be withheld until MTM has received all records, and all Transportation Provider service records have been audited by MTM for correctness and accuracy. MTM reserves the right to offset any liquidated damages or other noncompliance assessments against sums due Transportation Provider for unpaid claims, or to seek recoupment of sums previously paid in error to Transportation Provider. MTM reserves the right to audit records received from Transportation Provider within thirty (30) days of final receipt of all such records by MTM.

## **16. DISCLOSURES**

Transportation Provider must immediately report to MTM any change in Transportation Provider's ownership, corporate officers, directors or controlling interest. Also, Transportation Provider must immediately notify MTM if it or any of its owners, officers, directors, or managing personnel are barred from participation in state or federal programs as a result of being sanctioned and placed on an excluded party list.

## **17. NOTICES**

[Transportation Provider]

Any notice provided for in this Agreement shall be in writing and be sent via: (a) hand delivery; (b) registered or certified U.S. mail, return receipt requested, in which case it shall be deemed served on the next mail delivery date after the date of mailing; or (c) nationally recognized courier service and shall be deemed served on the date of delivery, or date of refusal.

Unless subsequently changed by written notice, notices shall be delivered or sent to the following addresses:

To:  
Medical Transportation Management, Inc.  
16 Hawk Ridge Drive  
Lake St. Louis, MO. 63367  
Attention: Alaina Macia, President/CEO

To Transportation Provider at:  
Lassen County Health and Social Services  
336 Alexander Ave  
Susanville CA 96130  
Attention: Richard Egan, Barbara Longo and  
Robert M. Burns

## **18. INDEPENDENT CONTRACTOR 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 contractor. Neither party is the principal, agent, nor representative of the other and neither shall have any direct control over the manner in which the other performs its services and functions. Each is free to enter into Agreements with other entities or persons to provide the same or similar services.

## **19. EDUCATION AND TRAINING**

MTM shall not be deemed to have provided any education or training of Transportation Provider, its drivers or other personnel; nor have any responsibility to provide any education or training of Transportation Provider, its drivers and personnel. It is the sole responsibility of Transportation Provider, as an independent contractor, to provide all necessary education and training of its drivers and other personnel to comply with all applicable laws and regulations, and the terms and conditions of this Agreement, and to provide safe and secure transportation of all transported passengers.

## **20. 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.

## **21. AFFIRMATIVE ACTION PROGRAM**

MTM is an Equal Opportunity Employer, which maintains an Affirmative Action Program. The parties agree that they will comply with the applicable 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; 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, national origin, age, sex, sexual orientation, handicap/disability or religious beliefs. Transportation Provider shall not discriminate or otherwise violate any applicable Federal,

[Transportation Provider]

State, or local anti-discrimination law or regulation in the performance of Transportation Provider's services to MTM under this Agreement.

## **22. AMENDMENT AND WAIVER**

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 upon written notice to Transportation Provider. If Transportation Provider does not deliver to MTM written notice of rejection of the amendment within ten (10) days of the date of the notice of the amendment, the amendment shall be deemed accepted by and shall be binding upon Transportation Provider. The parties agree that if any terms of this Agreement are in conflict with any state or federal laws or regulations, such conflicted terms of this Agreement shall be deemed waived and unenforceable.

## **23. CONFIDENTIALITY; NON-SOLICITATION**

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 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.

With respect to MTM's trade secrets and confidential, proprietary information, 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.

Transportation Provider agrees that MTM's non-emergency medical transportation services business and its network of contracted transportation providers, of which Transportation Provider is a Member upon execution of this Agreement, are unique and valuable assets of MTM for which MTM rightfully seeks the protection of this Agreement. Transportation Provider also agrees that becoming a Member of MTM's transportation provider network through execution of this Agreement, is a valuable business asset of Transportation Provider.

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 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

[Transportation Provider]

period of employee's employment with MTM, or for one (1) year following termination of employee's employment.

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. The provisions of this Section 23 shall survive termination of this Agreement.

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

#### **25. WAIVER OF JURY TRIAL**

In the event of any litigation arising out of the terms and conditions of this Agreement, the decision shall be made by a judge; the parties waive their right to a jury trial.

#### **26. 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.

#### **27. 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.

#### **28. RECORDS**

Transportation Provider shall maintain all records pertaining to services provided under this Agreement for a period of ten (10) years, or such longer period as may be provided by applicable laws, regulations or MTM Client requirements.

Transportation Provider shall maintain and provide, without charge, any and all data, information, or records required by MTM, MTM Clients, applicable law, or governmental or accrediting authorities: (1) for the administration of MTM or MTM Clients; (2) to determine Transportation Provider's compliance with the terms of this Agreement and applicable policies and procedures; or (3) the [Transportation Provider]

accuracy of amounts billed by and paid to Transportation Provider for Transportation Provider's services. In addition, Transportation Provider shall allow MTM and MTM Clients and their designees access to Transportation Provider's quality assurance and quality improvement and utilization management information concerning Transportation Provider's services provided to Members and shall provide for timely access by Members, MTM, MTM Clients, and their designees to Member trip records and medical records and other relevant information. Transportation Provider shall submit or provide MTM, MTM Client, or the applicable government or accrediting authority access to such data, information, or records as reasonably requested by such entity and shall in good faith cooperate with audit personnel and make available all records reasonably requested for audit purposes upon reasonable advance notice. This Section shall survive the termination or expiration of this Agreement.

## **29. INCORPORATION OF ATTACHMENTS**

This Agreement including the following attachments incorporated herein, constitute the entire agreement among the parties.

Appendix A	Transportation Provider Handbook
Schedule A	Rate Sheet
Appendix B	Credentials
Schedule B	Liquidated Damages
Appendix C	Federal Program Requirements Addendum
Appendix D	State Regulatory Requirements Addendum – California

## **30. 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 read this Agreement in its entirety, understands its contents, and had the advice of counsel as to the meaning and interpretation thereof.

## **31. 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.

**[SIGNATURE PAGE TO FOLLOW]**

[Transportation Provider]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

**TRANSPORTATION PROVIDER: Lassen County Health and Social Services**

By: Richard Egan  
Printed Name

By: \_\_\_\_\_ Title: County Administrative Officer Date: \_\_\_\_\_  
Signature

By: Barbara Longo  
Printed Name

By:  Title: Director of Health and Social Services Date: 2/20/2020  
Signature

By: Robert M. Burns  
Printed Name

By:  Title: Lassen County Counsel Date: 2-18-20  
Signature

Federal ID # or SSN #: 94-6000517

Address: 336 Alexander Ave  
Susanville, CA 96130

**MEDICAL TRANSPORTATION MANAGEMENT, INC.**

By: \_\_\_\_\_  
Printed Name

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

[Transportation Provider]



# NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

## Appendix B

Credentialing information / documentation must include the following:

### 1. Company Credentials:

- A. Appendix A (Transportation Providers Handbook)
- B. Appendix B (Credentials)
- C. Appendix C (Medicare/ Medicaid Advantage Addendum)
- D. Appendix D (State Regulatory Requirements Addendum)
- E. Automobile Liability Insurance
- F. Disclosure of Ownership Form
- G. Drug Screening Program
- H. Federal ID (W-9)
- I. General Liability Insurance
- J. Provider Audit
- K. Schedule A (Rate Sheet)
- L. Schedule B (Liquidated Damages)
- M. Service Agreement
- N. System for Award Management (SAM) (MTM Internal Check)
- O. Training Attestation
  - i. Assisting Passengers with Disabilities
  - ii. CPR
  - iii. Emergency Situation Training
  - iv. First Aid
  - v. Fraud, Waste and Abuse Training
  - vi. HIPAA Training
  - vii. Wheelchair Securement
- P. Workers Compensation

### 2. Driver Credentials:

- A. Background Checks
- B. Driver's License(s)
- C. Driving Records
- D. Drug Screen
- E. Office of Inspector General (OIG) (MTM Internal Check)
- F. System for Award Management (SAM) (MTM Internal Check)

### 3. Attendant Credentials:

- A. Attendant Identification (valid photo ID)
- B. Background Check
- C. Drug Screen
- D. Office of Inspector General (OIG) (MTM Internal Check)
- E. System for Award Management (SAM) (MTM Internal Check)

### 4. Vehicle Credentials

- A. Vehicle Inspection
- B. Vehicle Registration

TRANSPORTATION SERVICES AGREEMENT  
SCHEDULE B  
LIQUIDATED DAMAGES

		<b>LIQUIDATED DAMAGES</b>
A	Failure to provide operating certification, or other information needed for credentialing or re-credentialing required by the Agreement	\$25.00 per day for each day that the documentation or other deliverable is late or in unacceptable form
B	Use of an unauthorized Driver/Attendant	Loss of payment for the trip plus \$100 per occurrence, up to and including possible termination
C	Failure to acquire and maintain adequate insurance coverage or use of an uninsured vehicle or underinsured vehicle	\$100.00 per calendar day or any portion thereof and suspension of future trips
D	Use of an unauthorized vehicle	Loss of payment for the trip plus \$100 per occurrence, up to and including possible termination
E	Failure to deliver an MTM passenger on time for an appointment; or failure to pick up an MTM passenger for a return trip within 30 minutes of a pre-scheduled pick up time, or within 60 minutes of a "will call" return trip. (This provision will not apply where the delay was beyond the control of the Transportation Provider as determined by MTM.)	\$10.00 per occurrence
F	Provider no show	\$25.00 per occurrence
G	Falsifying information reported to MTM including but not limited to billing for trips not performed and falsifying pick up/drop off times	Loss of payment for trip and referral to the fraud department
H	Cancellation within 24 hours or "no show" for an MTM scheduled Provider Audit	\$50.00 per occurrence
I	Cancellation or reassignment of a trip must be reported no more than forty-eight (48) hours after trip assignment	\$25.00 per occurrence
J	Failure to ensure all passengers, especially children, have disembarked the vehicle at the correct destination	\$100.00 for each occurrence
K	Failure to provide MTM's Quality Management Department the requested information within the specified timeline to appropriately resolve a complaint, incident, and/or accident	\$25.00 for each occurrence per day
L	Failure to provide all components of pick up/drop off time information for each leg of a trip or information in an unacceptable format	\$5.00 per trip with any missing pick up/drop off information
M	Failure to provide an escort when needed; or failure to accommodate persons with known disabilities; or failure to comply with contract performance standards not otherwise itemized on this Schedule B	\$25.00 per occurrence
N	Substantiated complaints (meaning an expression of dissatisfaction about any matter) exceeding 1.99% of the total trips for the calendar month	\$50.00 per month and possible suspension of future trips

# NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

## APPENDIX C

### FEDERAL PROGRAM REQUIREMENTS ADDENDUM

This Federal Program Requirements Addendum (“Addendum”) to the Non-Emergency Transportation Services Agreement (the “Agreement”) by and between Medical Transportation Management, Inc. (for purposes of this Appendix, referred to as “First Tier Entity”) and the Transportation Provider (for purposes of this Appendix, referred to as “Provider”) incorporates regulations and guidelines established by the Centers for Medicare and Medicaid Services (“CMS”) for Medicare Advantage Plans, the Federal Employees Health Benefits Program, and the Medicare Cost program. This Addendum is required to be included in all Transportation Provider services contracts between First Tier Entity and Provider that provide transportation services to Medicare Advantage Plan Members, Federal Employee Health Benefits Program Members, and/or Medicare Cost program Members of MTM Clients (for purposes of this Appendix, referred to as “Health Plans”). This Addendum is incorporated into the Agreement by reference herein.

For purposes of this Addendum, reference to “Provider” means the individual or entity identified as a named party to the Agreement, its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities performing services related to the Agreement. Provider acknowledges that the requirements contained in this Addendum shall apply equally to the above referenced individuals or entities and that Provider’s agreements with such individuals or entities shall contain the applicable requirements set forth in this Addendum. In the event of a conflict between any provision in this Addendum and such agreement, this Addendum will control.

#### **A. Medicare Advantage Program**

Health Plans have entered into Medicare Advantage Organization contracts with the Centers for Medicare and Medicaid Services (“CMS”). CMS requires Health Plans to include the provisions of this Section A in its subcontracts, and First Tier Entity accordingly must include these provisions in this Agreement. Section A of this Appendix is incorporated by reference into and made part of the Agreement with respect to Covered Services rendered to Members enrolled in the Medicare Advantage program (“MA Members”). While this Appendix and the Agreement are intended to complement one another, should there be an irreconcilable conflict between them, Section A of this Appendix shall control as to issues arising from Covered Services rendered to MA Members.

1. **Records.** [42 CFR §422.118, §§422.504(a)(13), (d), and (i)(3)(iii), MMCM Ch. 11, §100.4] Provider shall (a) abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (b) ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas; (c) maintain medical records and related information in an accurate and timely manner and for ten years after termination or expiration of this Agreement or the date of completion of any audit, whichever is later; and (d) ensure timely access by MA Members to the records and information that pertain to them.

## NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

2. **Prompt Payment.** [42 CFR §422.520(b)(1), §422.504(c), MMCM Ch. 11, §100.4] Provider shall be paid for Covered Services rendered to MA Members within the lesser of 45 days of receipt of a properly submitted, supported and undisputed claim or the time period set forth elsewhere in this Agreement.

3. **Member Hold Harmless.** [42 CFR §§422.504(g)(1)(i)&(iii), §422.504(i)(3)(i), §422.105(a), §422.100(g), MMCM Ch. 11, §100.4, 42 USC 1395w-22(a)(7)] Provider agrees that in no event including, without limitation, nonpayment by or insolvency of First Tier Entity or any of the Health Plans or breach of this Agreement, shall Provider bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against a MA Member or a person acting on behalf of a MA Member for fees that are the legal obligation of First Tier Entity or any of the Health Plans. This Agreement does not prohibit Provider from collecting copayments or fees for non-Covered Services to the extent permitted by the applicable health benefit plan; however, copayments may not be imposed for influenza and pneumococcal vaccines that are Covered Services. If a person who correctly identifies himself as a MA Member seeks services from Provider without an applicable authorization or referral, Provider may charge the MA Member only for customary in-plan copayments unless Provider notified the MA Member in advance that the services would be Covered Services only if further action were taken by the MA Member per applicable health benefit plan rules. If a MA Member is also enrolled in Medicaid and Medicaid is responsible for the copayments, Provider shall not hold MA Member liable for such copayments, and Provider shall accept payment pursuant to this Agreement as payment in full or bill Medicaid for such copayments. This section shall be construed in favor of the MA Member as an intended third party beneficiary, shall survive the termination of the Agreement or the insolvency of First Tier Entity or any Health Plan, and shall supersede any oral or written agreement between Provider and a MA Member.

4. **Continuation of Benefit.** [42 CFR §422.504(g)(2), MMCM Ch. 11, §100.4, MA Agreement, Article V, Section C.1] In the event of the termination or expiration of this Agreement, insolvency of First Tier Entity or any of the Health Plans, or other cessation of business, Provider shall continue to provide Covered Services for all MA Members through the period for which premium was paid and, for MA Members who are confined in an inpatient facility on the date of insolvency or other cessation of business, through the date of discharge.

5. **Audit and Inspection.** [42 CFR §§422.504 (e)(1), (e)(2), (e)(4) & (i)(2), MMCM Ch. 11, §100.4, MMCM Ch. 21, Section 50.6.1] The Department of Health and Human Services, the U.S. Comptroller General, or their designees have the right to audit, evaluate, collect and inspect any pertinent contracts, books, documents, papers, records, facilities and computer/electronic systems of Provider involving transactions related to Health Plans' Medicare Advantage contracts during the period of this Agreement and for ten years after termination or expiration of this Agreement or the date of completion of any audit, whichever is later. Provider shall retain such contracts, books, documents, papers, and records for this period.

6. **Accountability and Delegation.** [42 CFR §§422.504(i)(1),(3),(4)&(5), 42 CFR §422.562(a)(3), MMCM Ch. 11, §100.4, MMCM Ch. 21, §§ 40 and 50.6.6, MA Agreement, Article V, Sections D and E] First Tier Entity and Health Plans shall only delegate activities or functions pursuant to a written delegation agreement in compliance with CMS rules, which require, among other things, a covenant of Provider that it will comply with all applicable Medicare laws, regulations, and CMS instructions. To the extent any of the Health Plans delegates any functions for which it is responsible, such Health Plan(s) are ultimately responsible to CMS for oversight and compliance and shall retain the right to monitor performance of the delegated functions and to revoke such delegation if First Tier Entity, any of the Health Plans or CMS determines that

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performance is unsatisfactory. If any of the Health Plans delegate the selection of providers, such Health Plan(s) retain the right to approve, suspend or terminate any such selection.

7. **Exclusion/Sanction.** [42 CFR §422.752(a)(8), §422.204(b)(3), §422.220, §423.120(c)(5)&(6), 42 USC §1320a-7 & §1320a-7a, MMCM, Ch. 6 §§60.2 & 70, MMCM Ch. 11 §100.4, MMCM Ch. 21 §50.6.8] Provider represents that (a) it is not excluded, debarred, sanctioned, suspended or otherwise ineligible from, by or for participation in any federal or state program, including Medicare and Medicaid, (b) with respect to Covered Services provided to MA Members, it does not knowingly employ or contract with an individual or entity so excluded, debarred, sanctioned, suspended, or otherwise ineligible, and (c) no practitioner providing Covered Services to a MA Member has opted out of Medicare. Provider and any of its practitioners providing Covered Services to a MA Member shall be enrolled in Medicare. These representations shall be continuing throughout the term of this Agreement, and Provider shall promptly notify First Tier Entity if any representation can no longer be made.

8. **Certification of Data.** [42 CFR §422.504(l)(3), MMCM Ch. 11, §100.4] The chief executive officer of Provider, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by First Tier Entity or any of the Health Plans, that the encounter data and other data supplied by Provider (based on its best knowledge, information, and belief) are accurate, complete and truthful.

9. **Termination.** [42 CFR §422.202(d)(4), §422.506(b), §422.510, §422.111(e), MMCM Ch. 6, §60.4, MMCM Ch. 11, §100.4] If this Agreement may be terminated without cause, the minimum period of notice shall be at least 60 days, but shall be greater if provided in this Agreement. If the Medicare Advantage contract between any of the Health Plans and CMS is terminated or not renewed, this Agreement will be terminated as to MA Members addressed by such contract, except to the extent the Health Plan(s) enter into a different form of contract with CMS, in which case Provider agrees to cooperate with First Tier Entity and Health Plans in meeting their requirements under the new contract(s) until such time as this Agreement may be amended. If Provider provides primary care services to MA Members, Provider shall provide at least 30 days' notice before terminating the Agreement.

10. **Access to Books and Records.** [42 USC §1395x(v)(1)(I), 42 CFR §420.302(b)] If this Agreement is determined to be subject to the provisions of 42 USC §1395x(v)(1)(I), which governs access to books and records of contractors of Covered Services to MA Members, Provider agrees to permit representatives of the Secretary of the U.S. Department of Health and Human Services and the U.S. Comptroller General to have access to this Agreement and to the books, documents, and records of Provider, as necessary to verify the costs of this Agreement in accordance with criteria and procedures contained in applicable federal law.

**Advance Directives.** [42 CFR §§422.128(b)(1)(ii)(E)&(F), MMCM Ch. 11 §100.4] The MA Member's medical record shall reflect, in a prominent part, whether or not the MA Member has executed an advance directive. Provider may not condition the provision of care or otherwise discriminate against a MA Member based on whether or not the MA Member has executed an advance directive.

12. **Compliance.** [42 CFR §422.2, §§422.504(a)(8), (h),(i) & (j), §422.310(b), §422.562(a), §422.516, §422.503(b)(4)(vi), §422.2268, MMCM, Ch. 4 §10.6, MMCM Ch. 11, §§100.4 and 120, MMCM Ch. 21, §§ 30, 40, 50.1.3, 50.3.1, 50.3.2, 50.4.2, 50.6.6, 50.6.11 and 50.7.2] Provider shall comply and shall require any subcontractors providing services to MA Members to comply with all applicable Medicare laws and regulations (including without limitation those designed to prevent or

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ameliorate fraud, waste and abuse), state and federal laws (including criminal laws, the False Claims Act, Anti-Kickback statute, Health Insurance Portability and Accountability Act or HIPAA, Civil Rights Act of 1964, Age Discrimination Act of 1975, Rehabilitation Act of 1973, Americans with Disabilities Act, Genetic Information Nondiscrimination Act of 2008), with CMS guidance and instructions, with First Tier Entity's and Health Plans' policies and procedures, with applicable elements of First Tier Entity's and Health Plans' compliance programs (including, without limitation, reporting of compliance issues, cooperation with First Tier Entity's and Health Plans' routine monitoring and auditing of providers, and annual training and education, e.g., related to fraud, waste and abuse), and with applicable contractual obligations under Health Plans' Medicare Advantage contracts, as amended from time to time. Failure to comply with First Tier Entity's and Health Plans' compliance programs may result in a corrective action or other appropriate action under the Agreement. In the event of changes to the governing laws, regulations, or CMS requirements applicable to the Medicare Advantage program, this Appendix shall be amended to the extent required by any such later required changes. Provider shall cooperate, assist and provide records, data and information, as requested by First Tier Entity or Health Plans, for First Tier Entity's and Health Plans' compliance with Medicare requirements.

A. Provider shall provide information to First Tier Entity about disclosure of MA Members' Protected Health Information ("PHI," as defined by HIPAA) to entities outside the United States so that Health Plans may complete CMS's required Offshore Subcontractor Information and Attestation form; and if Provider discloses MA Members' PHI to entities outside the United States, Provider shall inform First Tier Entity of the fact of such disclosures within 15 days of contract execution or amendment, shall implement reasonable security policies and procedures auditable by First Tier Entity and Health Plans to protect such PHI, and shall report actual or suspected security breaches to First Tier Entity.

B. Provider acknowledges that funds received from First Tier Entity are in whole or in part derived from federal funds.

C. Provider shall also cooperate with First Tier Entity's and Health Plans' grievance and appeals procedures for MA Members.

D. If Provider engages in any marketing activities related to MA Members or the Medicare Advantage program (including distribution of any materials related to the Medicare Advantage program), Provider shall comply with all applicable Medicare Advantage marketing rules.

13. **Credentialing.** [42 CFR §422.204, §422.112(a)(5), §422.504(i)(4), MMCM Ch. 6, §70, MA Agreement, Article V, Section D.4] Provider agrees to cooperate with First Tier Entity's and Health Plans' credentialing processes for providers rendering Covered Services to MA Members (including recredentialing at least every 3 years). Provider agrees that First Tier Entity will review the credentials of Provider and (as applicable) its medical professionals or will allow First Tier Entity to review, approve and audit Provider's credentialing process.

14. **Access to Services.** [42 CFR §§422.100(b)&(g), §§422.112(a)(1),(3),(6),(7),(8), §422.110(a), §422.206(a)(2), MMCM Ch. 11, §100.4, MMCM Ch.6, §40] Covered Services shall be available and accessible in a timely manner, during hours of operation convenient to the population served, and in a manner that does not discriminate against MA Members. Provider shall not discriminate against MA Members on the basis of health status (including medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, conditions arising out of acts of domestic violence and disability), race, ethnicity,

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national origin, religion, sex, age, mental or physical disability, sexual orientation, or source of payment. Covered Services and information about treatment options shall be provided to MA Members in a culturally competent manner, including the option of no treatment, and with appropriate assistance for MA Members with limited communication skills and disabilities. Provider shall allow direct access (a) for all MA Members to influenza vaccines and (b) for women MA Members to screening mammography and women's health specialists for women's routine and preventive health care services. Health Plans shall assume financial responsibility for emergency and urgently needed services to MA Members in accordance with applicable law and health benefit plan rules, regardless of whether there is a prior authorization for the services.

15. **Quality Assurance.** [42 CFR §422.112(b)(5), §422.152, §§422.504(a)(3)(iii)&(5), MMCM Ch. 11, §100.4] Provider shall participate in and cooperate with First Tier Entity's and Health Plans' quality assurance and improvement programs, including cooperating with any independent or external review organization retained by First Tier Entity or Health Plans as part of their quality assurance and improvement programs. Provider shall render Covered Services in a manner consistent with professionally recognized standards of care. Provider shall inform MA Members of specific health care needs that require follow-up and shall provide, as appropriate, training in self-care and other measures for MA Members to promote their own health.

16. **Subcontractors.** [42 CFR §422.504(i)(3)(iii)] If Provider provides Covered Services to MA Members through a subcontractor, Provider shall require such subcontractor to provide Covered Services to MA Members consistent with First Tier Entity's and Health Plans' contractual obligations.

17. **Encounter Reporting.** [42 CFR §422.310] In the event Provider does not submit standard claims for payment, Provider shall provide the information necessary for Health Plans to report to CMS all encounters for MA Members on a standard CMS 1500 or UB-04 form.

18. **Hospital Provisions.** [42 CFR §422.620] If Provider is a hospital, Provider shall provide MA Members with advance notice of hospital discharge appeal rights and cooperate with First Tier Entity, Health Plans and/or the applicable Quality Improvement Organization regarding appeals or grievances related to the discharge.

19. **Physician Provisions.** [42 CFR §422.208(c), §422.202(d)(1), §422.210, MMCM Ch. 11, §100.4, MMCM Ch.6 §80] Where Provider is a physician or physician group: (a) if the compensation arrangement places physician(s) at "substantial financial risk" as defined under the Physician Incentive Plan rules, the parties shall comply with such rules; and (b) if this Agreement is suspended or terminated, physician(s) shall be given written notice of the reasons for suspension or termination and, if applicable, the right to appeal.

### **B. Federal Employee Health Benefits Program (Not Applicable)**

### **C. Medicare Cost Program**

Health Plans have entered into Medicare Cost contracts with CMS. CMS requires Health Plans to include the provisions of this Section C in any subcontracts, and First Tier Entity accordingly must include these provisions in this Agreement. Section C of this Appendix is incorporated by reference into and made part of the Agreement with respect to Covered Services rendered to Members enrolled in the Medicare Cost program ("MC Members"). While this Appendix and the Agreement are intended to complement one another, should there be an irreconcilable conflict between them, Section C of this Appendix shall control as to issues arising from Covered Services rendered to MC

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Members.

1. **Records.** [42 CFR §417.486(c) and (d)] Provider shall maintain the confidentiality of medical records of MC Members and abide by all federal and state laws regarding confidentiality and disclosure.
2. **Member Hold Harmless.** [42 CFR §417.122, §417.407(f)] Provider agrees that in no event including, without limitation, nonpayment by or insolvency of or cessation of operations by any of the Health Plans or First Tier Entity or breach of this Agreement, shall Provider bill, charge, collect from, or have any recourse against a MC Member or a person acting on behalf of a MC Member for fees that are the legal obligation of any of the Health Plans or First Tier Entity. This Agreement does not prohibit Provider from collecting copayments or fees for non-Covered Services to the extent permitted by the applicable health benefit plan. Sections C.2 and C.3 shall be construed in favor of the MC Member as an intended third party beneficiary, shall survive the termination of the Agreement, the insolvency of any Health Plan or First Tier Entity, and shall supersede any oral or written agreement between Provider and a MC Member.
3. **Continuation of Benefit.** [42 CFR §417.122(b)] In the event of the termination or expiration of this Agreement, insolvency of any of the Health Plans or First Tier Entity, or other cessation of business, Provider shall continue to provide Covered Services for all MC Members through the period for which premium was paid and, for MC Members who are confined in an inpatient facility on the date of insolvency or other cessation of business, through discharge.
4. **Audit and Inspection.** [42 CFR §417.482] Provider agrees that CMS or its designees shall have the right to inspect, evaluate, and audit the quality, appropriateness, and timeliness of Covered Services and reconciliation of benefit liabilities as well as any books and records (including medical records) maintained by Provider related to Health Plans' CMS contracts. This right shall extend through three years from the date of final settlement for any Medicare Cost contract period, or longer in the case of fraud.
5. **Exclusion/Sanction.** [42 CFR §417.500, which incorporates by reference 42 CFR §422.752] Provider represents that (a) it is not excluded, debarred, sanctioned, suspended or otherwise ineligible from, by or for participation in any federal or state program, including Medicare and Medicaid, (b) with respect to Covered Services provided to MC Members, it does not knowingly employ or contract with an individual or entity so excluded, debarred, sanctioned, suspended, or otherwise ineligible, and (c) no practitioner providing Covered Services to a MC Member has opted out of Medicare. This representation shall be continuing throughout the term of this Agreement, and Provider shall promptly notify First Tier Entity if such representation can no longer be made.
6. **Termination.** [Medicare Managed Care Manual, Chapter 17F, §120.3, 42 CFR §417.488, 2008 Medicare Cost Plan Monitoring Guide] If this Agreement may be terminated without cause, the minimum period of notice shall be at least 60 days, but shall be greater if provided in this Agreement. If the Medicare Cost contract between any of the Health Plans and CMS is terminated or not renewed, this Agreement will be terminated as to MC Members addressed by such contract, except to the extent the Health Plan(s) enter into a different form of contract with CMS, in which case Provider agrees to cooperate with First Tier Entity in meeting any applicable requirements under the new contract(s) until such time as this Agreement may be amended.
7. **Advance Directives.** [42 CFR §417.436(d), §417.472(f)] The MC Member's medical record shall reflect whether or not the MC Member has executed an advance directive. Provider

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may not condition the provision of care or otherwise discriminate against a MC Member based on whether or not the MC Member has executed an advance directive. Provider shall cooperate with First Tier Entity to ensure that MC Members receive written information regarding advance directives.

8. **Compliance.** [42 CFR §417.126(a), §417.472(e), §417.478, §417.600(b) ] Provider shall comply and shall require any subcontractors providing services to MC Members to comply with all applicable Medicare laws and regulations, with all applicable other federal laws (including Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and the Rehabilitation Act of 1973), with First Tier Entity's and Health Plans' policies and procedures (including applicable elements of First Tier Entity's and Health Plans' compliance plans), and with applicable contractual obligations under Health Plans' Medicare Cost contracts (including references to CMS instructions), as amended from time to time. In the event of changes to the governing laws, regulations, or CMS requirements applicable to the Medicare Cost program, this Appendix shall be amended to the extent required by any such later required changes. Provider shall cooperate, assist and provide records, data and information (including, without limitation, the cost of operations, the patterns of utilization of Covered Services, the availability, accessibility, and acceptability of Covered Services, and developments in MC Member health status), as requested by Health Plans, for Health Plans' compliance with Medicare requirements. Provider shall cooperate with applicable grievance and appeals procedures for MC Members.

9. **Credentialing.** [42 CFR §§417.416(b) & (c)] If Provider renders institutional services, Provider shall meet all applicable Medicare conditions of participation and be appropriately accredited or certified according to CMS rules. If Covered Services are provided by health care practitioners other than physicians, such practitioners shall be appropriately supervised by a physician according to CMS rules.

10. **Access to Services.** [42 CFR §417.414(b), §§417.416(a) & (e)] Provider shall make Covered Services available and accessible with reasonable promptness to MC Members in a manner that ensures continuity, all with respect to geographic location, hours of operation, and provision of after-hours services. If Provider renders emergency services, medically necessary emergency services shall be available 24 hours a day, seven days a week.

11. **Quality Assurance and Utilization Review.** [42 CFR §417.106(a), §417.418, and 2008 Medicare Cost Plan Monitoring Guide] Provider shall participate in and cooperate with First Tier Entity's and Health Plans' utilization review programs and quality assurance and improvement programs, including the timely submission of requested data and participating in the interpretation of performance data, instituting needed change, and cooperating with appropriate remedial action.

12. **Physician Provisions.** [42 CFR §417.479] Where Provider is a physician or physician group, if the compensation arrangement places physician(s) at "substantial financial risk" as defined under the Physician Incentive Plan rules, the parties shall comply with such rules.

13. **Delegation.** [2008 Medicare Cost Plan Monitoring Guide pp.12-13, 42 CFR §417.472(b) & (c)] First Tier Entity shall only delegate activities or functions to Provider pursuant to a written delegation agreement in compliance with CMS rules. To the extent any of the Health Plans delegates any functions for which it is responsible to First Tier Entity, and First Tier entity delegates any such functions to Provider, such Health Plan(s) are ultimately responsible to CMS for oversight and compliance and shall retain the right to monitor performance of the delegated functions and to revoke such delegation if First Tier Entity, any of the Health Plans or CMS determines that performance is unsatisfactory.

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## APPENDIX D STATE REGULATORY REQUIREMENTS ADDENDUM - CALIFORNIA

This Appendix is incorporated by reference into and made part of the Non-Emergency Transportation Services Agreement (the “Agreement”) with respect to Transportation Provider’s services rendered to Members in the State of California.

1. Compliance. It is the policy and intent of MTM and MTM Clients to comply with all applicable laws. To the extent the insurance, Medicaid, or workers’ compensation laws of a particular state or the District of Columbia apply to certain activities of MTM or Transportation Provider contemplated by this Agreement MTM and Transportation Provider shall comply with such laws, but do not, by any term of this Agreement, give each other a private right of action or standing to enforce such laws.

2. Mandated Contract Provisions. The following contract provisions are required to be included in this Agreement by California laws. They are applicable only to the extent such law applies to the activities of MTM, Transportation Provider, or a Member. In the event of any inconsistency between the provisions set forth in this Appendix D and the other terms of this Agreement, the terms of this Appendix D shall prevail, but only to the extent required to comply with the terms of such laws.

(a) Services for Members. [H&S 1367.03(f)(1), H&S 1367.04(b) & (f), 28 CCR 1300.67.2, 28 CCR 1300.67.2.2] Transportation Provider shall ensure that Covered Services are available (i) during normal business hours, (ii) when medically indicated, on a prompt or same-day basis, and (iii) as otherwise specified in the Agreement. Transportation Provider shall ensure that Covered Services provided under this Agreement are readily available and accessible to Members, provided in a timely manner without delays in appointment scheduling and waiting times and consistent with applicable recognized standards of practice and policies. Transportation Provider shall provide appropriate language assistance as required of MTM Client by the California Department of Managed Health Care (“DMHC”) and shall further comply with MTM Client’s standards for language assistance to Members. Transportation Provider shall provide reasonably requested reports and such information as is necessary for MTM Client to assess and demonstrate to the DMHC compliance with DMHC standards.

(b) Maintenance and Availability of Records.

i. [28 CCR 1300.67.8(b), H&S 123145(a)] Transportation Provider shall maintain such records and provide such information to MTM, MTM Client, or DMHC as may be necessary for compliance by MTM Client with the Knox-Keene Act (California Health and Safety Code Sections 1340 et seq. and implementing regulations in Title 28 of the California Code of Regulations). This obligation shall survive termination of this Agreement. Patient records and necessary information shall be maintained for not less than seven years after the later of date of discharge or treatment, and, for a minor, the greater of one year after the patient reaches 18 or seven years after discharge or treatment. .

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ii. [H&S 1381(a) and 28 CCR 1300.81] Books and records of Transportation Provider and its subcontractors shall be open to inspection during normal business hours by DMHC. Records related to Covered Services to Members subject to the Knox-Keene Act shall remain available for inspection in California unless Transportation Provider has obtained the prior consent of the DMHC.

iii. [28 CCR 1300.67.8(c), H&S 1385] MTM Client shall be entitled, at reasonable times, to review books, records and papers of Transportation Provider and its subcontractors relating to Services to Members, the cost thereof, payments received from Members (or others on their behalf), and such other information MTM Client reasonably deems necessary to ensure Transportation Provider has the administrative and financial capacity to meet contractual obligations. Upon request, Transportation Provider shall provide to MTM or MTM Client any other data, information and records that MTM or MTM Client is required to review for MTM or MTM Client's QI and UM programs, licensing, accreditation, or otherwise as required by law and MTM Client's government contracts. MTM, MTM Client and their affiliates shall use any confidential documents and information provided by Transportation Provider and its subcontractors pursuant to this Agreement only as allowed elsewhere under this Agreement or required and authorized by the Knox-Keene Act, applicable Medicare and Medi-Cal laws, Joint Commission, and NCQA standards, and for no other purpose, and shall protect and maintain the confidentiality of such documents and information to the full extent permitted by law.

### (c) Payment.

i. [H&S 1385, 28 CCR 1300.67.8(d) and 1300.45(p)] In the event MTM receives notice of any surcharge imposed on a Member for Services, MTM shall take appropriate action. Surcharges are additional fees charged to a Member for a covered service but which are not approved by DMHC, provided for in the Membership Agreement, and disclosed in an appropriate form.

ii. [H&S 1379(a), 28 CCR 1300.67.8(e), 28 CCR 1300.51(d) Item K] Except as expressly provided in this Agreement, Transportation Provider and any subcontractors shall hold Members harmless in the event MTM fails to pay Transportation Provider amounts owed by MTM for Services provided by Transportation Provider pursuant to this Agreement. Transportation Provider agrees that in no event shall Transportation Provider (or any subcontractor) bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member, person acting on the Member's behalf, the State of California, DMHC, the California Department of Insurance, the California Department of Health Care Services, or any Medi-Cal plans, for Covered Services provided under this Agreement.

iii. [28 CCR 1300.71(g)(4)] Except for applicable Member Cost Share (such as copayments and deductibles), Transportation Provider shall not invoice or balance bill Members for the difference between Transportation Provider's billed charges and the reimbursement paid by MTM for any covered benefit.

### (d) Non Discrimination / Compliance with Laws.

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i. 28 CCR 1300.68(b)(8)] Transportation Provider shall not discriminate against a Member solely on the ground that the Member filed a grievance.

ii. [28 CCR 1300.67.4(a)(9) and 28 CCR 1300.51(d) Item K-2] MTM Client is subject to the requirements of the Knox-Keene Act and regulations thereunder. Any provisions required to be in this Agreement by either the Knox-Keene Act or its implementing regulations shall be binding whether or not set forth in this Agreement.

iii. [H&S 1368, 28 CCR 1300.68] Transportation Provider shall cooperate with MTM Client's established Member grievance system, which may address any written or oral expression of dissatisfaction regarding MTM, MTM Client or Transportation Provider.

(e) Continuation of Care. [H&S 1373.96(a), (b) and (c); 28 CCR 1300.67.8(e); 28 CCR.67.4(a)(10); 28 CCR 1300.75.1(a)(3) and (c)(1)] In addition to any other continuation of care obligations set forth in this Agreement, upon termination of this Agreement, Transportation Provider shall continue to provide (and MTM shall pay for) Covered Services to a Member receiving Covered Services at the time of termination (i) for those specific conditions for which Member is under the care of Transportation Provider, and in accordance with the limitations and mandated time period applicable by law to MTM Client, and/or (ii) when requested by a Member who satisfies one of the requirements described in Section 1373.96 of the Knox-Keene Act: undergoing a course of treatment for an acute condition, a serious chronic condition, a pregnancy, a terminal illness, the care of a newborn child between birth and age 36 months, and a surgery/procedure authorized by MTM Client as part of a documented course of treatment to occur within 180 days of termination date. As required by law, in the event of MTM or MTM Client insolvency or other cessation of operations, Transportation Provider shall continue to provide Covered Services through the period for which dues or premiums have been paid, or if a Member is confined in a facility on the date of insolvency or other cessation of operations, until the Member can be discharged in accordance with an appropriate professional standard of care.

(f) Quality Assurance. [28 CCR 1300.70(b)] Transportation Provider shall participate in and cooperate with MTM Client's quality assurance/improvement ("QA" or "QI") and utilization management programs as established and amended from time to time, which includes cooperating with MTM Client's QI activities to monitor and evaluate Covered Services provided to Members (such as tracking and regular reporting on quality indicators and providing performance data), facilitating review of such Covered Services by MTM Client's QI committees and staff, and cooperating with any independent quality review and improvement organization or other external review organization evaluating MTM Client as part of its QI program. MTM Client shall retain responsibility for reviewing the overall quality of care to Members. Additional Transportation Provider obligations regarding MTM Client's QI program, if any, are described in policies or this Agreement. Nothing in this Section 2(f) shall require a party to provide information or take action that would violate legally required standards to preserve confidentiality and privileges set forth in law, including California Evidence Code § 1157.

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(g) Notification of Termination. [H&S 1373.65(a), (b), (d), (f)] MTM Client retains the sole right to notify Members of termination of this Agreement prior to the effective date of termination; and Transportation Provider is responsible for providing relevant information to and otherwise assisting MTM Client in making such notifications.

(h) Disputes Between a Member and Transportation Provider. [28 CCR 1300.68(b)(7)] Transportation Provider shall cooperate with MTM and MTM Client in identifying, processing and resolving all Member complaints. Transportation Provider shall comply with the resolution of any such Member complaints by MTM and/or MTM Client. All decisions regarding covered benefits for Members are reserved to MTM Client, and Transportation Provider shall refer Members who have inquiries or disputes regarding covered benefits to MTM Client for response and resolution. In addition, upon request by a Member expressing a desire to file a Member complaint, Transportation Provider shall promptly provide the Member with MTM Client's grievance form and a description of the grievance procedures.

(i) Transportation Provider Appeals Process. [H&S 1367(h)(1)]. MTM maintains a provider appeals process described in policies to resolve disputes arising from this Agreement.

(j) Notice Regarding Acceptance of New Patients. [H&S 1367.27].

i. Transportation Provider shall notify MTM in writing within five (5) business days when either of the following occur: (a) Transportation Provider (including its practitioners, if applicable) is not accepting new patients; or (b) if Transportation Provider (including its practitioners, if applicable) had previously not accepted new patients, Transportation Provider (including its practitioners, if applicable) is currently accepting new patients.

ii. If Transportation Provider (including its practitioners, if applicable) is not accepting new patients and is contacted by a Member or potential Member seeking to become a new patient, Transportation Provider shall direct the Member or potential Member both to MTM Client for additional assistance in finding a provider and to the DMHC to report any inaccuracy with MTM Client's provider directory or directories.

iii. Transportation Provider shall cooperate with MTM Client in maintaining and updating MTM Client's provider directories in accordance with applicable law. Without limiting the generality of the foregoing, Transportation Provider shall promptly provide to MTM Client any information, and any updates thereto, required by MTM Client to satisfy the requirements of Health & Safety Code Section 1367.27, including such information and updates for each of its practitioners (if applicable).

(k) Medi-Cal and Related State Assistance Program ("Medi-Cal") Provisions. The following additional provisions are required by state law, regulations and/or contracts between MTM Client and the California State Department of Health Care Services ("DHCS") or another subcontractor to DHCS for services for Medi-Cal beneficiaries (such contracts referenced as "**Medi-Cal Contracts**"), and govern the delivery of Transportation Provider Services to Members who are entitled to Transportation Provider Services pursuant to Medi-Cal Contracts.

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i. Services for Members. Transportation Provider shall provide Covered Services required by and in accordance with Medi-Cal Contracts for Medi-Cal Members. Covered Services shall be readily available and accessible, and shall meet or exceed the standards for medical practice approved by DHCS. [GMC Exhibit A, Attachment 6, §12(B)(1)]

ii. Maintenance and Availability of Records.

(a) Transportation Provider shall develop and submit reports as required to satisfy MTM Client's obligations under applicable law related to the Medi-Cal Program and Medi-Cal Contracts. [GMC Exhibit A, Attachment 6, §12(B)(6)]

(b) Transportation Provider shall collect and disclose information regarding its officers, owners and creditors, and such other information MTM Client may be required to provide to officials by law or under Medi-Cal Contracts. [GMC Exhibit A, Attachment 6, §12(B)(23), Welfare and Institutions Code 14452(a), and 22 CCR §51000.35]

(c) Transportation Provider shall keep, maintain, and make such records available as are necessary to disclose fully the type and extent of Covered Services provided to a Medi-Cal Member, including without limitation, working papers, reports to DHCS, financial documents, medical records, and prescription files. [GMC Exhibit A, Attachment 6, §12(B)(8) and 22 CCR § 53250(c)]

(d) Transportation Provider shall make all of its books and records pertaining to the goods and services furnished under this Agreement (including encounter data [GMC Exhibit A, Attachment 3, §2, Attachment 6, §12(B)(8)(e)], description and date of service, and name of Medi-Cal Member), available for inspection, examination, or copying as required by law or Medi-Cal Contracts:.

i. By DHCS, the California Department of Managed Health Care ("DMHC"), the California Attorney General, the US Department of Health and Human Services ("DHHS"), Department of Justice ("DOJ"); [GMC Exhibit A, Attachment 6, §12(B)(10)(a)];

ii. During normal working hours, at reasonable times, at Transportation Provider's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping [Welfare and Institutions Code §14452(c)]; and

iii. For the later of a term of at least five (5) years from either: (a) the close of the fiscal year in which this Agreement was in effect, or (b) the close of the current fiscal year in which the date of service occurred, in which the record or data was created or applied, and for which the financial record was created. The five year term does not apply to financial records that are the subject of an audit/investigation; such records must be retained until the resolution of the investigation/audit. [GMC Exhibit A, Attachment 6, §12(B)(8)(d); Exhibit E, Attachment 2, § 17(B); and 22 CCR §53250(e)]

## NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

(e) Transportation Provider shall maintain and make available to DHCS, upon request, copies of all Transportation Provider's subcontracts ("sub-subcontracts") and ensure that all such sub-subcontracts are in writing and require that Transportation Provider's sub-subcontractors: [GMC Exhibit A, Attachment 6, §12(B)(10) and 22 CCR §53250(e)(3)]

i. Make all applicable books and records available at all reasonable times for inspection, examination, or copying by DHCS, DHHS, DOJ and DMHC [GMC Exhibit A, Attachment 6, § 12(B)(10)(b)]; and

ii. Retain such books and records for the later of a term of at least five (5) years from either: (a) the close of the fiscal year in which the sub-subcontract was in effect, or (b) the close of the current fiscal year in which the date of service occurred, in which the record or data was created or applied, and for which the financial record was created. [GMC Exhibit A, Attachment 6, §12(B)(10)(b) and 22 CCR § 53250(e)(3)]

(f) Transportation Provider shall permit DHCS to visit and inspect the premises upon DHCS' request, all as required by law or Medi-Cal Contracts. [GMC Exhibit D, §8]

### iii. No Recourse Against Members.

(a) Transportation Provider shall hold harmless both the State of California, other Medi-Cal plans, Medi-Cal Members or persons acting on a Medi-Cal Member's behalf, in the event MTM cannot or will not pay for Covered Services performed by Transportation Provider pursuant to this Agreement. [GMC Exhibit A, Attachment 6, §12(B)(15)]

(b) Transportation Provider agrees to hold harmless Medi-Cal Members if Medi-Cal laws or Medi-Cal Contracts provide for insufficient funding to cover program benefits. Transportation Provider shall not submit a claim, bill, or demand, or otherwise seek or collect reimbursement for Covered Services provided under this Agreement from any Medi-Cal Member or any person acting on behalf of any Medi-Cal Member, except as expressly authorized by this Agreement, law, or DHCS. [GMC Exhibit A, Attachment 8, §6 and 22 CCR §53220]

### iv. Compliance with Laws.

(a) Transportation Provider shall comply with all requirements and standards applicable to Medi-Cal contractors, including any surety bond requirements, any requirements imposed upon MTM Client by federal and state laws and regulations, DHCS Medi-Cal Managed Care Policy Letters and guidance, and through the Medi-Cal Contracts and subsequent amendments. [GMC Exhibit A, Attachment 6, §12(B)(21)]

(b) Without limitation, Transportation Provider shall not discriminate against any Medi-Cal Member on the basis of race, color, age, gender, sex, religion, creed, ancestry, national origin, physical or mental disability or handicap, marital status, sexual orientation, health status, or any reason in violation of Title VI of the Civil Rights Act of 1964 (42 USC Section 2000(d) and implementing rules and regulations) and shall provide Covered Services in a

## NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

culturally and linguistically appropriate manner. [GMC Exhibit A, Attachment 4, §7(F), Exhibit D, §1(A)]

(c) Transportation Provider shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment and will take affirmative action to ensure that qualified applicants are employed, and that applicants and employees during employment, are treated without regard to their race, color, religion, sex, national origin, ancestry, mental handicap or disability, physical disability (including HIV, AIDS, ARC), medical condition (including cancer), age (over 40), marital status, status as a disabled veteran or veteran of the Vietnam era, or denial of family care leave. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Transportation Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212). Such notices shall state the Transportation Provider's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees. [GMC Exhibit D, §1(A), General Terms and Conditions (for California government contracts) "GTC" 307 §10]

(d) Transportation Provider shall, in all solicitations or advancements for employees placed by or on behalf of Transportation Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. [GMC Exhibit D, §1(B)]

(e) Transportation Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State of California, advising the labor union or workers' representative of Transportation Provider's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment. [GMC Exhibit D, §1(C)]

(f) Transportation Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 and implementing regulations in 2 CCR 7285.0 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4, Title 2 CCR, are incorporated into this Agreement by reference and made part hereof as if set forth in full. [GMC Exhibit D, §1(A), (F), GTC 307 §10]

(g) Transportation Provider shall ensure that any facilities owned, occupied, or operated by Transportation Provider are licensed, accredited (where applicable), in

## NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

compliance with licensing standards, and in compliance with all applicable local, state, and federal standards, including fire and safety standards, and conduct proper sterilization and disinfection of equipment. [22 CCR § 53230]

(h) In compliance with Section 14115.75 of the California Welfare and Institutions Code, Transportation Provider shall comply with the federal False Claims Act employee training and policy requirements in 42 USC 1396a(a)(68), and Transportation Provider shall cooperate with MTM Client's establishment and dissemination of similar written policies for employees and contractors, which policies provide information about the federal False Claims Act, other administrative remedies for false claims under federal law, any state and civil or criminal penalties for false claims, and any whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health benefit programs.

(i) Transportation Provider shall comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and of the rules, regulations, and relevant orders of the Secretary of Labor. [GMC Exhibit D, §1(D)]

(j) Transportation Provider shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and Transportation Provider will permit access to its books, records, and accounts by the State of California and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. [GMC Exhibit D, §1(E)]

(k) In the event of Transportation Provider's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part, and Transportation Provider may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. [GMC Exhibit D, §1(F)]

# NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

## v. Other Requirements.

(a) In the event of termination of a Medi-Cal Contract, Transportation Provider agrees to assist MTM Client and DHCS in the transfer of care of Medi-Cal Members pursuant to the applicable Medi-Cal Contract phase out provisions. Further if a sub-subcontract with a contractor who is providing services to a Medi-Cal Member is terminated for any reason, Transportation Provider agrees to assist MTM Client in the transfer of care of the Medi-Cal Member. [GMC Exhibit A, Attachment 6, §12(B)(11), (12)]

(b) Transportation Provider agrees to timely gather, preserve and provide to MTM Client and DHCS, any records in its possession, in accordance with the Medi-Cal Contract provisions governing records related to recovery for litigation. [GMC Exhibit A, Attachment 6, §12(B)(16)]

(c) Transportation Provider agrees to cooperate with MTM Client in providing language assistance services, including, where applicable, interpreter services and translation services, for Medi-Cal Members at all provider sites. [Welfare and Institutions Code § 14029.91, GMC Exhibit A, Attachment 6, §12(B)(17)]

(d) Transportation Provider agrees to participate and cooperate in MTM Client's Quality Improvement System including participation in MTM Client quality programs, initiatives and committees. [GMC Exhibit A, Attachment 6, §12(B)(19)]

(e) Smoke-Free workplace Certification – Transportation Provider certifies that to the extent applicable it will comply with the requirements of the U.S. Pro-Children Act of 1994 (20 USC s. 6081 *et seq.*) and will therefore not allow smoking within any portion of any indoor facility used for the provision of health services for children. [GMC Exhibit D, §20]

(f) Debarment and Suspension Certification – Transportation Provider agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 CFR §3017, 45 CFR §76, 40 CFR §32, 34 CFR §85. [GMC Exhibit D, §19; the terms and definitions herein have the meanings set out in the definitions and coverage sections of the rules implementing Federal Executive Order 12549] Transportation Provider certifies to the best of its knowledge and belief that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated herein.

## NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT

iii. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

iv. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR §9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State of California.

(g) Transportation Provider acknowledges that MTM has advised it of its right to submit a grievance under its formal process for resolving provider grievances. [GMC Exhibit A, Attachment 6, § 12(B)(18)]

(h) Transportation Provider shall report “provider preventable conditions” (the CMS Medicare hospital acquired conditions that apply to inpatient hospital settings and the CMS National Coverage Determinations on surgical errors, including surgery on the wrong patient, wrong site surgery, and the wrong surgery on a patient) in accordance with law and DHCS requirements. [42 CFR sections 447.26 and 434.6 and DHCS guidance]

iv. Medi-Cal Access Program (formerly, Access for Infants and Mothers or “AIM”). The following provisions apply only to the Medi-Cal Access Program:

(a) Records and Confidentiality. Transportation Provider shall provide encounter and other data required by MTM Client for compliance with MTM Client’s obligations under the Medi-Cal Access Program. [Medi-Cal Access Program Agreement, Exhibit A, § VI and Attachment VI] Transportation Provider shall maintain applicable records for not less than three (3) years after final payment for Covered Services and shall make such records available to MTM Client and representatives of the entities responsible for administration of the Medi-Cal Access Program. [Medi-Cal Access Program Agreement, Exhibit D § II.C]

(b) Changes to Agreement. Transportation Provider must give not less than sixty-five (65) days’ prior written notice to MTM of changes in Transportation Provider’s operations which could substantially impair MTM Client’s ability to perform its obligations under the Medi-Cal Access Program Agreement. [Medi-Cal Access Program Agreement, Exhibit A § I.C]

## **Medi-Cal Benefit Added: Nonmedical Transportation**

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**June 4, 2018**

Pursuant to *Welfare and Institutions Code* (W&I Code) Section 14132 (ad) (1), effective for dates of service on or after July 1, 2018, non-medical transportation (NMT) is covered, subject to utilization controls and permissible time and distance standards, for eligible full-scope Medi-Cal fee-for-service recipients beneficiaries and pregnant women during pregnancy and for 60 days postpartum, including any remaining days in the month in which the 60<sup>th</sup> postpartum day falls. NMT includes transporting recipients to and from Medi-Cal covered medical, mental health, substance abuse or dental services.

W&I Code 14132 (ad)(2)(A)(i) defines NMT as including, at minimum, round trip transportation for a recipient to obtain covered Medi-Cal services by passenger car, taxicab, or any other form of public or private conveyance.

NMT does not include the transportation of sick, injured, invalid, convalescent, infirm or otherwise incapacitated recipients by ambulances, litter vans or wheelchair vans licensed, operated and equipped in accordance with state and local statutes, ordinances or regulations, as these would be covered as non-emergency medical transportation (NEMT) services.

### **Registering NMT Vehicles and Enrolling as an NMT Provider**

Based upon the authority granted to the director of the Department of Health Care Services (DHCS) in accordance with W&I Code Section 14132(ad)(8), the director is establishing Medi-Cal provider enrollment requirements for the provision of NMT services by currently enrolled Medi-Cal NEMT providers that request to provide NMT services by passenger vehicle and for enrolling transportation providers for NMT only. These requirements implement W&I Code, Sections 14043.15 and 14043.26 and as such have the full force and effect of law.

Effective June 15, 2018, transportation providers who are currently enrolled in Medi-Cal as NEMT providers and who wish to provide NMT services may request to become an NMT provider and provide NMT services, as defined by W&I Code, Sections 14132 (ad)(2)(i) and 14132 (ad)(2)(ii). Current NEMT providers must submit a completed *Medi-Cal Supplemental Changes* (DHCS 6209) form. NEMT providers requesting to add NMT services should state so in the space provided on page 16, items 37 and 38 of the DHCS 6209 form. NMT vehicles may be added on page 13; copies of the Department of Motor Vehicles (DMV) vehicle registration and proof of vehicle insurance must be included.

Transportation providers who wish to newly enroll in Medi-Cal for NMT will need to submit a completed Medi-Cal Transportation Provider Application package, which includes a *Medi-Cal Medical Transportation Provider Application* (DHCS 6206) form, a *Medi-Cal Provider Agreement* (DHCS 6208) form and a *Medi-Cal Disclosure Statement* (DHCS 6207) form.

All applicable information must be completed on the DHCS 6209 or DHCS 6206, which includes:

- National Provider Identifier (NPI)
- Provider type (Non-Medical)
- Action requested (Add NMT vehicle[s] or driver[s])
- For all NMT vehicles:
  - Vehicle identification number
  - Make and model of vehicle

- Year of vehicle
- License plate number
- Legible copies of all of the following documents for all vehicles:
  - DMV vehicle registration
  - Proof of vehicle insurance
- For all driver(s):
  - Driver's name
  - California driver's license
- Legible copies of all of the following documents for all drivers:
  - California DMV driving record
  - Certificates for first aid and CPR
  - California driver's license
  - Motor Carrier Safety Administration (MCSA) 5875 and MCSA 5876
  - Special driver permit (if applicable)
  - Standard pre-employment drug test (must list drugs tested for) and alcohol test lab results

Only enrolled providers who have been approved by DHCS to render NMT services may bill for NMT. Providers approved by DHCS to also provide NMT services may begin rendering services to eligible fee-for-service recipients and billing DHCS for dates of service on or after July 1, 2018. Detailed NMT coverage and reimbursement policy information will be published in the following sections of the *Medi-Cal Provider Manual*:

- *Medi-Cal Transportation – Ground*
- *Medi-Cal Transportation – Ground: Billing Codes and Reimbursement Rates*
- *Medi-Cal Transportation – Ground: Billing Examples*

More information is contained in this DHCS Plan Letter 17-019 for Medi-CAL Managed Care Health Plans.

<http://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2017/APL17-019.pdf>

The following link will take you to the application package:

<http://www.dhcs.ca.gov/provgovpart/Pages/ApplicationPackagesAlphabeticalbyProviderType.aspx>

**AMENDMENT TO MEDICAL TRANSPORTATION SERVICES AGREEMENT  
BETWEEN**

**MEDICAL TRANSPORTATION MANAGEMENT, INC.  
AND  
LASSEN COUNTY HEALTH AND SOCIAL SERVICES**

**THIS AMENDMENT** (“Amendment”) to the Medical Transportation Services Agreement is made and entered into by and between Medical Transportation Management, Inc. (“MTM”) and USA Medical Care Medical Transportation, LLC (hereinafter referred to as “Transportation Provider”).

**WHEREAS**, the Parties have previously entered into a Medical Transportation Services Agreement (“Agreement”); and

**WHEREAS**, the Parties wish to amend and modify certain terms of the Agreement as stated herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the Parties agree to amend **Section 9, Insurance, of the Agreement**, by adding the following clause:

**General liability and auto liability policies must provide a specific policy endorsement naming MTM as additional insured to receive notice of cancellation or suspension of policy.**

Except as amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the Effective Date.

**Lassen County Health and Social Services**

**Medical Transportation Management, Inc.**

Federal I.D. #:94-6000517

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

### **Attestation of Completed Training**

I hereby attest that every authorized driver, attendant, and other personnel performing service for MTM in my organization has completed the training requirements as outlined in my Medical Transportation Services Agreement (“Service Agreement”) with MTM.

Upon request, I will furnish training logs and/or individual certifications to validate that the initial and ongoing training was completed as outlined in my Service Agreement. I understand that failure to meet the training requirements is a failure to meet credentialing requirements, which could result in termination of the Service Agreement or other disciplinary measures.

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Print Organization Name (Legal Name)

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Print Name

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Title

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Signature

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Date