Medical Transportation Services Agreement

THIS AGREEMENT is made and entered into as of the day of ,20 by and between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as "MTM") and , (hereinafter referred to as "Transportation Provider").

THAT WHEREAS, MTM is engaged in the business of arranging for, and managing a network of, medical transportation service companies to deliver non-emergency medical transportation services to those Clients who wish to avail themselves of such services; and

WHEREAS, Transportation Provider is a transportation service company and is capable of and desires to provide 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.
   D. "Covered Service" means any medical transportation service that MTM is obligated to provide to Covered Persons pursuant to a Coverage Agreement.
   E. "Effective Date" means .
   F. "MTM Medical Transportation Provider Guidelines and Quality Improvement Program" ("MTM Guidelines") means the specific procedures, standards and administrative processes established by MTM and required of Transportation Provider to effect the intent of this Agreement.
   G. "Non-Emergency" medical transportation services means transportation services for routine appointments to clinics, physician's offices, outpatient facilities, hospitals and other medically necessary services.
   H. "Service Area" means the areas in which Transportation Provider will provide transportation services.

I. “Urgent Request” means a Non-Emergency, but unscheduled, request to be transported to medical services promptly, usually with three (3) to twenty-four (24) hours advance notice.

J. “Transportation Provider” means a transportation company or other business entity under Agreement/Contract with MTM.

K. “Trip” means one-way transportation from point of pick up to destination drop off.

2. SERVICES

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. Transportation Provider shall have the right to refuse, or “turn back”, any trip request received from MTM. Any trip for which Transportation Provider chooses to turn back and refuse must be turned back no later than 48 hours prior to the date and time of passenger pick up.

Transportation Provider agrees to provide a sufficient staff of appropriately trained and licensed drivers meeting all applicable Federal, State, and local laws and regulations to perform the Covered Services. 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.

Transportation Provider agrees that MTM trip requests will have equal priority with Transportation Provider’s day to day services. Transportation Provider agrees to comply with all MTM Client protocols and procedures. 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.

Transportation Provider agrees to comply with the MTM Medical Transportation Provider Guidelines and Quality Improvement Program (“Guidelines”) attached hereto, and incorporated herein, and referenced as Attachment I. The MTM Medical Transportation Provider Guidelines 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.

3. COMPENSATION

Transportation Provider shall provide to MTM for reconciliation approved itemized weekly reports showing records of services and charges to Covered Persons, and all applicable reporting requirements. Transportation Provider's reports and records shall contain, for each trip, the requisite passenger and driver signatures and contain all required documentation (see Appendix E) and be in proper order in all respects as a precondition to receiving payment from MTM for such services. All documentation required to be submitted must be submitted contemporaneously with the submission of the claim. MTM shall have the right to refuse any documentation of a claim submitted by Transportation Provider after the submission of the claim. All required documentation pertaining to a trip must be received by MTM in order for a claim to be determined to be a "clean 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 also agrees that liquidated damages may be assessed for noncompliance events set forth on Schedule B, attached hereto and incorporated herein. Transportation Provider agrees that if liquidated damages have been assessed, they will not be recovered by Transportation Provider.

Transportation Provider will also submit an approved claim for services rendered, after final reconciliation for the last week of the pay period, the total of which agrees to the sum totals of the previously reconciled weekly reports for that pay period. MTM agrees to pay Transportation Provider an amount based upon the rates in the attached Schedule A, as may be amended by MTM upon notice to Transportation Provider, for services provided to Covered Persons. MTM shall make payment to Transportation Provider as set forth in Schedule A within 30 days of receipt of an approved "clean" claim.

For any claim involving the payment of mileage, all mileage shall be calculated and paid in accordance with MTM's GPS system determination, and mileage shall be calculated by the shortest distance, most direct route. Any trip for which MTM assigns to Transportation Provider, and discloses the rate or total compensation to be paid for that trip prior to the performance of that trip, shall be paid at the previously stated rate, and Transportation Provider agrees to accept the stated rate of compensation as full and complete compensation for that trip, regardless of the level of service actually provided by the Transportation Provider to the transported passenger, and regardless of actual mileage incurred in the performance of the trip.

In the event that an MTM or Client audit reflects that Transportation Provider has not provided full and complete documentation and records, as required by MTM or Client, to support Transportation Provider's claim for payment, or that MTM has overpaid Transportation Provider, Transportation Provider agrees that MTM shall have the right to recoup from Transportation Provider (if Transportation Provider has already been paid), or to offset against current or future MTM payments to Transportation Provider, such sum which equals the amount of the disallowed and unsubstantiated portion of the claim for payment of Transportation Provider.

Transportation Provider will not assert any claim for payment against MTM where such claim is based on services provided more than ninety (90) days prior to the date of MTM's receipt of the claim, and any claim submitted by Transportation Provider more than ninety (90) days after the date of service shall not be eligible for payment, and Transportation Provider hereby waives any right to payment therefore.

Transportation Provider agrees that it will look solely to MTM for payment for services rendered. In no event, including but not limited to, non-payment by MTM or MTM's Client, may Transportation Provider bill, charge, or otherwise seek compensation from a Covered Person to whom Transportation Provider rendered services. This provision does not prohibit Transportation Provider from collecting a co-payment or other fee where authorized by MTM.

4. NON-DISCRIMINATION

Transportation Provider agrees not to differentiate or discriminate in the treatment of MTM Covered Persons because of sex, marital status, age, race, color, national origin, ancestry, religion, disability, medical condition, height, weight, veteran status, sexual orientation, or 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.

5. INSURANCE

A. TRANSPORTATION PROVIDER'S

Transportation Provider, at its sole cost and expense, shall procure and maintain such policies of comprehensive general and automobile liability insurance, which policies shall include property damage, contractual liability, and completed products coverage; and Workers Compensation insurance and other insurance, as may be required by MTM, 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 Transportation Provider in connection with this Agreement. 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. The limits of vehicular liability coverage shall not be less than $300,000 Combined Single Limit (CSL) or the state minimum, whichever is greater, and Transportation Provider shall further obtain Commercial General Liability insurance in the amount of $300,000 Combined Single Limit. Transportation Provider shall obtain Workers Compensation coverage in the statutory amount for the state in which services are rendered. MTM shall be named as an "Additional Insured" and "Certificate Holder" on a primary and non-contributing basis on all policies except Workers Compensation. Memorandum copies of the policies shall be delivered to MTM upon the signing of this Agreement, and at least annually thereafter upon renewal of insurance. All policies shall provide that MTM will be given at least thirty (30) days advance notice of the cancellation of said policies for any reason, including non-payment of premium. In the event that Transportation Provider claims to be exempt from the requirement to obtain Workers Compensation insurance under applicable state laws and regulations, the Transportation Provider must provide MTM with a letter stating that Transportation Provider is exempt from obtaining Workers Compensation insurance, and the letter must state in detail the basis for the claimed exemption.

B. MTM'S

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.

6. INDEMNIFICATION

A. TRANSPORTATION PROVIDER'S

Transportation Provider agrees to defend, indemnify and hold harmless MTM and MTM's Client against any claims or liabilities, including reasonable attorneys fees, arising from performance of any service by Transportation Provider in connection with this Agreement.

B. MTM'S

MTM agrees to indemnify and hold harmless Transportation Provider against any claims or liabilities, including reasonable attorney's fees, arising from performance of any service by MTM in connection with this Agreement with respect to which Transportation Provider is not at fault.

7. 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"). 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.

MTM herein contracts with the Transportation Provider to provide Non-Emergency Medical Transportation Services ("Services"). In connection with your provision of such Services, you receive or obtain from MTM, the Covered Person, the Government entity, or the Health Plan; or review or create for MTM, the Covered Person, the Government entity, or the Health Plan, Covered Person PHI. 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 applicable to Business Associates, all as more fully described below.

To comply with the requirements of HIPAA, Transportation Provider agrees to: maintain the privacy/confidentiality of all Covered Person PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA; 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 to 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 safeguards 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 recipient of 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.

Transportation Provider agrees to notify MTM immediately upon your discovery of any unauthorized disclosure of Covered Person PHI; 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 contained in this Section; to include the HIPAA PHI protection provisions of this Agreement in all "downstream" 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 Section; 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 whether the applicable Health Plan is in 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 employees, agents or subcontractors, of any of the terms or conditions of this Agreement.

The parties agree that all Covered Person's records are to be treated as confidential so as to comply with all 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.

8. LICENSURE

Transportation Provider represents and warrants that it possesses any license(s) that are required by law to deliver the services described herein. Transportation Provider shall provide evidence of licensure to MTM upon request. Transportation Provider shall maintain its licensure in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Agreement. Transportation Provider shall immediately notify MTM of any change in Transportation Provider's licensure status, including any disciplinary action taken or proposed by any licensing agency.

Transportation Provider warrants and represents that it, and its officers, directors, employees, agents and representatives, have not been convicted of crimes as specified in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7); excluded from participation in the Medicare or Medicaid program, 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 investigation or proceeding Transportation Provider or subcontracted providers; (ii) any convictions of Transportation Provider or subcontracted providers for crimes involving moral turpitude or felonies; and (iii) any civil claim asserted against Transportation Provider or subcontracted providers arising from services rendered by Transportation Provider under this Agreement.

9. QUALITY IMPROVEMENT

With respect to Transportation Provider's agreement to comply with MTM Medical Transportation Provider Guidelines, Transportation Provider agrees to provide MTM with all necessary requested data as may be required in order for MTM and Transportation Provider to comply with all Federal, State, NCQA, URAC or its equivalent Agency, MTM and MTM Client standards. Transportation Provider shall participate in MTM's Quality Improvement Program, including audits of services.

10. COMPLAINTS AND GRIEVANCE PROGRAM

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.

11. USE OF NAMES AND OTHER INFORMATION

Transportation Provider agrees that MTM may use Transportation Provider's name, address(es), telephone number(s) and description of Transportation Provider's services in MTM's directory, advertising and other material.

MTM agrees that Transportation Provider may use MTM's name, address(es), telephone number(s) and description of MTM services in Transportation Provider's directory, advertising and other material.

12. ASSIGNABILITY

This Agreement may not be assigned, sublet, delegated or transferred by Transportation Provider without the prior written consent of MTM or any successor thereto.

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.

13. COMPLETE AGREEMENT AND MODIFICATION

The 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.

14. TERM AND TERMINATION

The term of this Agreement shall be one year commencing on the day of , 20 . Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms 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 terminate 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 Medical Transportation Provider Guidelines and Quality Improvement Program; 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.

15. NOTICES

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

and to Transportation Provider at:

Attention:

16. 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.

17. 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.

18. INTERPRETATION

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

19. AFFIRMATIVE ACTION PROGRAM

MTM is an Equal Opportunity Employer, which maintains an Affirmative Action Program. The parties agree that they will comply with the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vietnam Era Veterans Readjustment Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the 1964 Civil Rights Act, as amended; the Age Discrimination Act of 1975; 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 Federal, State, or local anti-discrimination law or regulation in the performance of Transportation Provider's services to MTM under this Agreement.

20. AMENDMENT AND WAIVER

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 shall be deemed waived and unenforceable.

21. 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 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.

22. ATTORNEYS 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 attorneys fees that may be incurred by MTM.

23. WAIVER OF JURY TRIAL

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

24. 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.

25. 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.

26. 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 and regulations.

27. INCORPORATION OF EXHIBITS

All exhibits to this Agreement are considered part of this Agreement and are fully incorporated in this Agreement as if fully set out herein.

28. CONSTRUCTION; ACKNOWLEDGEMENT

All parties have participated in the negotiation of this Agreement, and accordingly, the parties agree that this Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Transportation Provider read this Agreement in its entirety, understands its contents, and had the advice of counsel as to the meaning and interpretation thereof.

29. REPRESENTATIONS

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

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

By: _____

Title: _____

Date: _____

By:_____

Title:_____

Address:

Date:_____

Federal I.D. # or SSN#:

ATTACHMENT I

TO MEDICAL TRANSPORTATION SERVICES AGREEMENT

Between

MEDICAL TRANSPORTATION MANAGEMENT, INC. and

MEDICAL TRANSPORTATION MANAGEMENT (MTM)

TRANSPORTATION PROVIDER GUIDELINES

(Quality Management and Risk Management Program)

INTRODUCTION

Medical Transportation Management, Inc. ("MTM") is a transportation management organization which contracts with Managed Care Organizations ("MCO"), State and local governments and other medical businesses, organizations, agencies, and facilities ("MTM Clients"). These contracts provide for MTM coordination and management of scheduled non-emergency and "urgent" vehicular ground transportation for the MTM Client's Members, Customers, and Recipients (referred to in this document as "Passengers") through a network for transportation companies and services ("Transportation Providers").

Transportation Providers are under contractual agreement to provide transportation for MTM Clients and their Passengers as defined by the terms of the "Medical Transportation Services Agreement." It is the Transportation Provider's responsibility to be aware of, and to comply with, all terms, conditions, and requirements of their contractual agreement with MTM and to comply with the "MTM Transportation Provider Guidelines." The Transportation Provider understands that Transportation Provider misconduct will not be tolerated and could result in disciplinary measures including reduction of trips, probations, suspension, or removal from the Transportation Provider Network.

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 warrants that no monies have been or will be paid directly or indirectly to any employee of MTM as wages, compensation or gifts in exchange for favors in granting of transportation services to Transportation Providers.

ATTACHMENT I
TO MEDICAL TRANSPORTATION SERVICES AGREEMENT

The "MTM Transportation Provider Guidelines" are the basis for the MTM Transportation Provider Quality Management and Risk Management Program and are intended to provide consistency and uniformity in MTM's operations. These Guidelines comply with MTM Client requirements and provide procedures, processes, routines, and documents which will clearly establish defined standards for the Transportation Provider's participation in the program. These Guidelines are subject to periodic revision, as needed, to further enhance the MTM Medical Transportation Program and to comply with MTM Client requirements. The Transportation Provider Guidelines, and any revisions or amendments thereto, are effective upon receipt by the Transportation Provider. Transportation Providers understand adherence to the MTM Transportation Provider Guidelines is required. Trip/log sheet documentation referenced in Appendix E must be provided to MTM contemporaneously with submission of claims. All other documentation referenced herein must be available at no charge to MTM upon request.

Note: See definitions section of the Medical Transportation Services Agreement and Appendix F for guidelines specific to your contract.

MTM TRANSPORTATION PROVIDER REQUIREMENTS

1.0 General Transportation Requirements

1.1 Transportation Provider agrees not to differentiate or discriminate in the treatment of any passenger on the basis of sex, marital status, age, race, color, national origin, ancestry, religion, disability, medical condition, veteran status, political affiliation, economic status, or sexual orientation.

1.2 Transportation Provider must immediately report to MTM any change in Transportation Provider's ownership, corporate officers or controlling interest.

1.3 Transportation Provider must immediately report to the MTM Network Management Department any change in Transportation Provider's address, phone number and/or fax number, or federal tax ID number.

1.4 Transportation Provider and its employees and agents must maintain the confidentiality of any and all information related to MTM services, Clients, and passengers, and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

1.5 Breach of confidentiality may result in suspension and/or termination from the Transportation Provider Network.

1.6 Transportation Provider understands if there is suspicion of fraudulent Transportation Provider activity, an investigation will be conducted by MTM, with appropriate action taken, including notification to the MTM Client, recovery of overpayments from Transportation Provider, or offset future Transportation Provider payments, and potential termination of the contract between the Transportation Provider and MTM.

1.7 Transportation Provider agrees to cooperate with MTM and the MTM Client in the investigative process of suspected fraudulent activity.

1.8 Transportation Provider and driver shall ensure that services available to MTM passengers are at least comparable in quality to services available to the general public.

1.9 Transportation Provider agrees that MTM trip requests will have equal priority with Transportation Provider's day-to-day services.

1.10 Transportation Provider must not inquire as to the nature of a passenger's illness or medical services received, except in the following instances:

a) Transportation Provider needs to know such information due to medical necessity relating to appropriate transportation.

b) The passenger becomes ill during the course of the trip and acquiring such information is considered pertinent to assuring the passenger's safety and well being.

1.11 Transportation Provider shall provide drivers with visible employee picture identification card, picture ID badge and uniform with name for security and identification purposes.

1.12 Transportation Provider, for itself and its drivers, must obtain and maintain in current status any and all licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations.

1.13 It is the Transportation Provider's responsibility to understand and comply with all applicable State and Federal laws including, but not limited to, the Americans With Disabilities Act (ADA) of 1990; Federal Transit Administration (FTA) regulations (including FTA's drug and alcohol regulations); the Federal Highway Administration's drug and alcohol regulations' Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; and Title VII of the Civil Rights Act of 1964.

1.14 Transportation Provider must display any applicable current State and local motor vehicle inspection sticker.

1.15 Transportation Provider must provide to MTM their Federal Tax ID ("EIN"), or Social Security number, whichever is applicable, and Form W-9.

1.16 Transportation Provider agrees to respond to complaints within twenty-four (24) hours and to provide resolution and/or a corrective action plan approved by MTM.

1.17 Transportation Provider agrees to allow, cooperate, and participate in MTM on-site visits of the Transportation Provider's place of business and inspection of business records and vehicles.

1.18 Transportation Provider agrees to respond to MTM recommendations of the on-site visit and understands that failure to respond by the requested date may result in a Corrective Action Plan (CAP) and/or future trips not being scheduled with the Transportation Provider until such time that satisfactory responses are in place.

1.19 Transportation Provider must comply, at a minimum, with their chosen service level. MTM service levels are:

a) Curb to Curb
    - Driver must pull the vehicle up to the pick-up and destination entrances.

b) Door to Door
    - Driver must go to passenger's residence door or facility entrance and announce arrival as referred to in Guideline 10.5.
    - Upon arrival at the destination, it is the driver's responsibility to bring the passenger to the appropriate entrance or specified office as requested.
    - Return trip must follow the above instructions.
    - Door to Door service will also encompass points noted in Curb to Curb.

c) Door through Door

- Driver must enter the residence or facility and help passenger to assure safe assistance to and from the vehicle.
- Driver must deliver the passenger at destination inside the facility or residence to an appropriate facility representative.
- Return trip must follow the above instructions.
- Door through Door service will also encompass Door to Door and Curb to Curb service.

2.0 Driver Qualifications

2.1 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.

2.2 Drivers must be at least 21 years of age and must be a U.S. citizen or legal resident alien.

2.3 Drivers must be able to read, write and communicate effectively in English. It is in the Transportation Provider's best interest to employ drivers and/or office personnel who are also fluent in any other languages prevalent in Transportation Provider's service area.

2.4 Drivers must be physically able to assist passengers entering and exiting vehicles, and capable of safely providing transportation services. By submission of a driver for credentialing approval by MTM, both Transportation Provider and driver represent that driver has no physical or mental impairment that would hinder or prevent driver from performing the services and safely transport MTM passengers.

3.0 Driver Requirements

3.1 Drivers must obey all Federal, State and local traffic laws in the transport of passengers.

3.2 Drivers understand that in the event a driver or passenger feels there is a need for emergency medical assistance, the driver must immediately call 911.

3.3 Drivers must drive in a safe and courteous manner, such that all passengers must be transported safely to their destinations.

3.4 Drivers must conduct themselves in an appropriate, courteous and professional manner.

3.5 Drivers must maintain an acceptable standard of dress, personal grooming and behavior in order to present a neat, clean and professional appearance. Transportation Provider shall provide drivers with visible employee picture identification card, picture ID badge and uniform with name for security and identification purposes.

3.6 Drivers *must not smoke* in the vehicle, or smoke in the presence of, or while assisting, any MTM passengers.

3.7 Drivers must not allow passengers to smoke in the vehicle. It is required that Transportation Provider post a “NO SMOKING” sign in all vehicles.

3.8 Drivers must not eat while driving MTM passengers.

3.9 Drivers must maintain a “trip” or “log sheet” listing all MTM trips for each individual day. The trip or log sheets must be legible and complete. *Required log information is found in* **Appendix E.**

3.10 Drivers must not use alcohol or drugs at any time, and if taking medication, must still be able to perform his/her duties in a safe manner. Any driver taking medication which may hinder his/her performance must report such use to his/her supervisor, and not transport MTM passengers.

3.11 Drivers must not allow personal friends or family to ride in vehicle while transporting MTM passengers, unless specifically authorized by MTM. Exceptions may be made for larger multi-passenger vans and buses designed for shared rides, or for approval for a ride-a-long spouse for a long distance trip.

3.12 Drivers must not allow animals in the vehicle unless necessitated by the passenger for medical purposes, and requires pre-authorization from MTM.

3.13 Drivers must not make personal stops, other than for restroom and passenger/Transportation Provider agreed-upon restaurant breaks, while transporting MTM passengers unless specifically authorized by MTM.

3.14 Drivers must require passengers to use seat belts properly and assist in fastening seat belts where necessary, and must refuse to continue travel if passengers are non-compliant. Drivers must carry and be knowledgeable in the use of seat belt extensions for securing passengers of wide girth.

3.15 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.

3.16 Drivers must not place children in child restraint seats in the front seat of a vehicle.

3.17 Drivers must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle. Drivers must offer a helping hand or arm to assist passengers exiting the vehicle. Such limited assistance is included in curb to curb service as well as higher modes of service. Except where service is curb to curb, they must provide safe assistance to or from the main door or reception desk of the place of destination, when needed.

3.18 Drivers must assure passengers enter and exit the vehicle in an unobstructed and safe location.

3.19 Drivers are required to store in the trunk of the vehicle, or properly secure for safety, folding wheelchairs, carry-on packages, and walking aids such as canes, walkers, etc.

3.20 Drivers must not touch any passenger except as appropriate and necessary to assist the passenger 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 passenger prior to touching the passenger.

3.21 Drivers must not make sexually explicit comments or solicit favors, medications, or money from passengers.

3.22 Drivers must properly identify and announce his/her presence at the entrance of the building or with attending facility staff at the specified pick-up location, if a suitable curbside pick-up is not apparent.

3.23 Drivers must not enter the passenger's home except under prior authorization from MTM.

3.24 Drivers shall not wear any type of headphones while on duty. Driver shall have the volume of the radio at a level acceptable to passengers.

3.25 Drivers shall not accept responsibility for any of passenger's personal items.

3.26 Drivers must confirm that all wheelchairs and motorized scooters are properly secured to the vehicle and wheelchair and motorized scooter passengers are properly secured in the wheelchair before allowing the vehicle to proceed.

3.27 Drivers must not allow firearms, alcoholic beverages in open containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.

3.28 Drivers must check their vehicle to ensure that at the end of each trip or trip route, all passengers have vacated the vehicle.

4.0 Driver Training

4.1 Transportation Provider must develop and maintain a specific Transportation Provider Driver Training Policy for providing appropriate training for newly hired vehicle operators (drivers), and a Driver In-Service Training Policy for annual Training of current drivers. Suggested training activities may be a combination of reading materials, film or video media presentations, verbal instruction and on-the-job training. All training and education of drivers is the responsibility of Transportation Provider.

4.2 Transportation Provider's Driver Training Policy and Driver In-Service Training Policy are subject to review by MTM, and a copy provided to MTM upon request.

4.3 MTM requires Transportation Providers to provide all drivers with training in Basic First Aid, Defensive Driving, Assisting Passengers With Disabilities, Transportation Provider's established Emergency Procedures, Universal Precautions for bloodborne pathogens, and use of a fire extinguisher. Basic First Aid and Defensive Driving Training is to include training listed in **Appendix A**. The training must be documented in the employee's file. Additional suggested training and training resources are listed in **Appendix B.**

4.4 All drivers responsible for transporting passengers in wheelchairs must be trained in proper loading, unloading and wheelchair tie-down procedures prior to transporting MTM wheelchair passengers. The training must be documented in the employee's file.

4.5 All required training must be completed within 90 days of the driver's hire date, and must be documented in driver's file in order to continue to transport MTM passengers.

5.0 Transportation Provider Personnel Policies/Documentation

5.1 Transportation Provider must maintain a file on each driver, including owners, when they have driving responsibilities, which shall include:

a) Documentation of training
b) Copy of current driver's license
c) Driver evaluations
d) Results of a criminal background check
e) Results of a child abuse or neglect background check
f) Results of an elderly abuse background check
g) Results of a State specific driver history record check.
h) Results of Excluded Provider List check
i) Signed Drug-Free Workplace policy

Note: d-f will be performed, to the extent permitted by law, in Transportation Provider's state of operation. Copies of the background record checks (d-h) shall be provided to MTM within ten (10) days of the date on the records check.

5.2 Transportation Provider must develop a Driver Orientation Policy and Procedure, and provide MTM a copy upon request.

5.3 Transportation Provider must assure current laws regarding drug and alcohol testing are enforced for any of their drivers or attendants. Documentation must be available to MTM upon request.

5.4 Transportation Providers must establish and maintain a Substance Free Workplace Policy to include, reasonable suspicion and a for-cause testing procedure. This policy must include a pre-employment drug screening for all drivers and attendants. This policy must be in writing and signed by all drivers and attendants. Results must be documented in the files of drivers and attendants.

5.5 If 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 until a proper medical evaluation can be made.

5.6 If MTM has reasonable suspicion, MTM reserves the right to require a driver or attendant to have an alcohol and/or drug screening at any time at the expense of the Transportation Provider. Screening tests must be accomplished within the time frame designated by MTM. A driver or attendant will not be allowed to transport MTM passengers, or provide services to MTM passengers, until a proper medical evaluation has been received and approved by MTM. 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 MTM passengers or provide any other service to MTM passengers.

5.7 Transportation Provider must subject all drivers, including new drivers, to a State specific driver history record acquired through the State's Department of Motor Vehicles and the results must be documented in the driver's file.

5.8 Transportation Provider must run State specific driver history records once per year, at a minimum, on all drivers providing MTM service, and copies shall be available to MTM upon request.

5.9 To the extent permitted by law, all drivers and attendants, including new drivers, must be subjected to a criminal background check through the State law enforcement agency on an annual basis. The results must be documented in the driver's file and copies provided to MTM.

5.10 To the extent permitted by law, all drivers and attendants, including new drivers, must be subjected to a child abuse or neglect background check through the appropriate State agency if such information is not included in the criminal background check. The results must be documented in the driver's file. The record of the background check MUST be provided to MTM.

5.11 To the extent permitted by law, all drivers and attendants must be subjected to an elderly abuse background check through the appropriate State agency if such information is not included in the criminal background check. Results must be documented in the driver's file. The record of the background check must be provided to MTM.

5.12 No driver may perform transportation services for MTM until the appropriate criminal background check, child abuse/neglect background check, and elder abuse background check have been obtained, and the driver has been fully credentialed and approved by MTM.

5.13 Transportation Provider must not use any driver or attendant with any of the following convictions or substantiated incidents:

a) child abuse or neglect
b) spousal abuse
c) a crime against a child
d) a crime against an elderly or infirm individual
e) a crime involving rape, sexual assault, or other sexual offense
f) homicide

5.14 Transportation Provider must not use any driver or attendant who has the following return notification from the Background Screening/Investigation Unit of the Children's Division (or similar agency):

a) "Category" is shown as physical abuse or sexual maltreatment;
b) "Severity" is shown as moderate, serious/severe, permanent damage, or fatal;
c) "Conclusion" is listed as court adjudicated or probable cause.

5.15 Transportation Provider must not use any person as a driver or attendant whose name appears on the Department of Social Services, the Department of Mental Health, or the Department of Health and Senior Services Employee Disqualification List (EDL), or on other similar agency list(s).

5.16 Transportation Provider must not use any person as a driver or attendant whose name, when checked against the Family Care Registry (or similar agency registry), registers a "hit" on any list maintained and checked by the registry.

5.17 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 immediate past five (5) years. Further, any conviction (misdemeanor or felony) for any of the following driving offenses within the previous five (5) years shall disqualify a driver from performing MTM services:

a) DUI or DWI, or other alcohol related offense

b) Careless and imprudent, or reckless driving

5.18 For purposes of these Transportation Provider Guidelines, the term "conviction" 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. MTM further reserves the right to disapprove of 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.

5.19 Transportation Provider must not allow drivers or attendants to perform MTM services who are currently on work release, probation, or parole for any felony, or any offense of the type identified in 5.13-5.17.

5.20 Transportation Provider must not use any driver with the following:

a) Convicted of more than two (2) minor motor vehicle moving violations, such as speeding, failure to stop, improper operation, etc., within the previous twenty-four (24) months

b) More than one (1) at-fault incident (accident) resulting in personal injury or property damage within the previous thirty-six (36) months, or three (3) or more cumulative vehicle accidents within the previous five (5) years

c) A combination of one (1) unrelated minor 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

d) Revocation or suspension of the driver's vehicle operator's license within the previous three (3) years for accumulation of points or alcohol related incident

5.21 Transportation Provider must perform periodic performance evaluations of all drivers, at a minimum, every twelve (12) months and maintain documentation of each evaluation in each driver's file, copies of which shall be provided to MTM upon request.

5.22 Transportation Provider must maintain a driver's health record, signed by the driver, that no physical or health limitation exists that prevents safe, competent operation of the motor vehicle or ability to assist any passenger in and out of the vehicle, or the performance of any other passenger assistance services, when a passenger requests such assistance. A copy shall be provided to MTM upon request. Transportation Provider's assignment of a trip to a driver, and the driver's acceptance of the trip, constitute a representation by both Transportation Provider and driver that driver has no physical, cognitive or other health limitation that prevents driver from safely performing the trip and all duties and assistance necessary.

5.23 MTM reserves the right to deny the approval of any driver, or to require a Transportation Provider to suspend, or otherwise discontinue the use of any driver, in the performance of MTM services at the sole discretion of MTM.

5.24 Transportation Provider must not use any driver who has a pending felony charge, or any other pending charge, which if the charge were to result in a conviction, would disqualify the driver under these Guidelines. The driver and Transportation Provider must report all pending felony charges to MTM, and the final disposition/resolution of such charges.

6.0 Vehicle Requirements

6.1 Transportation Provider must provide the make and model, model year, vehicle identification number (VIN), license number, and vehicle type (sedan, minivan, paralift, etc.) to MTM for every vehicle used to transport MTM passengers. This information must be provided no later than the vehicle's first day of service. Additionally, the Transportation Provider must notify MTM of any vehicle permanently added or removed from MTM service. Use of any vehicle prior to approval of MTM will result in nonpayment for the trip, and assessment of liquidated damages.

6.2 All seat belts must be in proper working order and accessible to the passenger.

6.3 Transportation Provider shall provide seat belt extensions when needed.

6.4 All vehicles must prominently display Transportation Provider's name, and phone number in the interior of the vehicle.

6.5 All vehicles must be clearly marked showing Transportation Provider's business name on both sides of the exterior of the vehicle.

6.6 All vehicles must be equipped with operable heating, air conditioning and ventilation systems so as to ensure the comfort of the passenger.

6.7 All vehicles in use for MTM services must have:

a) emergency first-aid kit
b) fire extinguisher – (A,B,C)
c) three (3) reflective triangles or similar emergency warning devices
d) blood borne pathogen spill kits
e) extra electrical fuses
f) flashlight
g) ice scraper
h) current insurance card
i) current vehicle registration
j) MTM or Transportation Provider Accident/Incident forms
k) Transportation Provider Accident Procedure
l) such other equipment as may be required by MTM
m) no-smoking sign

Additional equipment is recommended in **Appendix C.**

6.8 Passenger cars (sedans) must have four (4) doors. Two-door vehicles are not acceptable when transporting MTM passengers.

6.9 When a Transportation Provider utilizes a high profile/tall vehicle to transport MTM passengers that has greater ground clearance than an average-sized sedan, Transportation Provider must provide a sturdy, non-skid, stepping aid to assist the passenger in entering and exiting the vehicle. This stepping aid must be capable of safely supporting 300 pounds, must be no higher than twelve inches (12") above the ground, with a nonskid top surface not less than eight inches by twelve inches (8" x 12").

6.10 For all vehicles used for paralift operations, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of ramp, shall be a minimum of 56 inches, or such other distance as may be required by ADA or other federal or state laws or regulations.

6.11 MTM requires all wheelchair lifts have a design load of at least 600 pounds.

6.12 All ramps used for the loading and unloading of passengers must meet ADA Accessibility Guidelines.

6.13 All tie-downs or other securement devices used for paralift operations must meet the ADA Accessibility Guidelines.

6.14 Vehicles must not be more than eight (8) years old without specific written approval of MTM.

6.15 Vehicles, regardless of age, may be taken out of service for use with MTM passengers at the discretion of MTM after a vehicle assessment is performed.

6.16 Vehicles are required to have a form of two-way communication, which enables a central dispatch to contact the driver at any time.

6.17 Vehicles must be clean, mechanically safe, and road-worthy.

6.18 All vehicles in use for MTM service must have:

a) Functional door handles
b) Accurate speedometers and odometers
c) Functioning interior lighting
d) Adequate side-wall padding and ceiling covering
e) One (1) interior rearview mirror
f) Two (2) exterior rearview mirrors – one on each side of the vehicle
g) Passenger compartments that are clear and free from unsightly and potentially hazardous, torn upholstery, torn floor covering or dangling seat belts

h) Cell phones are not to be used unless responding to a dispatcher call or making an emergency call; and use of cell phone must be in compliance with state and federal laws and regulations.

i) Vehicles must have tire tread-life meeting manufacturer's minimum specifications

6.19 All vehicles in use for MTM service must *not* have:

a) Damaged or broken seats

b) Protruding or sharp edges

c) Dirt, oil, grease or litter in the vehicle

d) Broken mirrors or windows (other than small rock chips)

e) Excessive grime, rust, chipped paint or major dents

6.20 Transportation Provider agrees to remove from MTM service any vehicle to be found unsatisfactory in reference to conditions listed in this section, or is questionable with regards to safety or roadworthiness until repairs are completed.

6.21 A vehicle with an inoperative two-way communication system must be placed out of service until the system is repaired or replaced.

6.22 Daily pre-trip inspections are required, must be documented, and maintained for three (3) months. *See requirements in* **Appendix D.**

6.23 Transportation Provider must maintain documentation that each vehicle has:

a) passed periodic mechanical safety inspections as required by the state in which the vehicle is licensed and

b) documentation is also to include maintenance of fire extinguishers, first aid kits, warning devices (triangles, flares, etc.) and bloodborne pathogen spill kits.

6.24 Documentation of regular maintenance procedures and repairs must be available to MTM upon request.

6.25 All vans and busses shall have accessible emergency exit(s) with appropriate emergency procedures posted in compliance with Federal Motor Vehicle Standard No. 217.

6.26 All vehicles used to transport passengers who must sit in wheelchairs during transport must have raised roof or lowered floor.

6.27 For wheelchair transports, if more than minimal assistance is required, a wheelchair lift vehicle must be provided, which meets all ADA standards.

7.0 Insurance Requirements

7.1 Transportation Provider is required to provide proof of commercial automobile liability insurance for any vehicle used for MTM service, in accordance with contract terms by means of:

a) Certificate of Insurance from the carrier with MTM named as a Certificate Holder.

b) MTM named as an "Additional Insured" on a primary, non-contributing basis on Transportation Provider's Certificate of Automobile Liability insurance and General Liability insurance.

c) Certificate of Insurance must be furnished to MTM upon initial application of Provider, and as insurance coverage renews.

7.2 Transportation Provider's Commercial Vehicle liability insurance and Commercial General liability insurance must meet the coverage limits set by MTM, MTM's Client, or the applicable federal, state, and local laws and regulations, whichever is greater. MTM may amend the required minimum coverage limits at its discretion. The minimum vehicle liability insurance coverage required by MTM is $300,000 combined single limit (CSL), or the state minimum, whichever is greater. Transportation Provider must also maintain Commercial General liability insurance in the amount of $300,000 Combined Single Limit (CSL), or the state minimum, whichever is greater. Vehicle and Commercial General liability insurance must be issued on a primary, non-contributing basis. MTM strongly encourages increased coverage for the Transportation Provider's protection. Higher coverage limits required by specific MTM Clients may limit Transportation Provider's ability to take trips for those Clients.

7.3 Transportation Provider must comply with State's coverage requirements for Worker's Compensation Insurance. A Transportation Provider that fails to obtain Workers Compensation for all its drivers, agents and employees must provide MTM with sufficient documentation that the Transportation Provider is exempt under applicable state law from maintaining Workers Compensation insurance coverage. A mere statement from the Transportation Provider that it is exempt is not sufficient. MTM reserves the right to require all Transportation Providers, including those otherwise exempt, to maintain Workers Compensation insurance.

7.4 Transportation Provider must notify MTM immediately in the event their insurance coverage is modified or terminated.

7.5 Transportation Provider, at it's sole cost and expense, must procure and maintain such policies of general and automobile insurance liability, both of which policies shall include contractual liability, Workers Compensation insurance and other insurance as shall be necessary to insure Transportation Provider, and its agents, employees, subcontractors including subcontracted transportation companies, owner/operators, drivers and assigns, including volunteer drivers, and MTM against any claim or claims for damages arising from performance of any services by Transportation Provider to MTM.

7.6 When proof of insurance is requested by MTM, Transportation Provider must provide documentation five (5) business days prior to the date of expiration or no future trips will be awarded. Additionally, MTM will begin canceling all existing trips. Canceled trips will not automatically go back to the Transportation Provider when they produce current and correct insurance documentation.

8.0 Operational Requirements

8.1 Transportation Provider's dispatch/office must be able to be reached by phone during Transportation Provider's regular business hours, and answered by a "live" person, not by an answering machine or answering service.

8.2 Transportation Provider must maintain all records and documentation, including driver logs, trip sheets, and billing reports pertaining to MTM services for ten (10) years, from the end of the calendar year during which services were provided, and retained further if the records are under review or audit until the review or audit is complete.

8.3 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.

8.4 Transportation Provider must allow on-site general performance evaluation, 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 MTM passenger trips, by agents of MTM, MTM Clients or State or Federal government officials during normal business hours. MTM may conduct such evaluations and inspections unannounced. The failure of Transportation Provider to timely allow on site inspections may result in a Corrective Action Plan (CAP), assessment of liquidated damages, and/or termination of Transportation Provider at MTM's discretion.

8.5 Transportation Provider understands if the Service Agreement (contract) is terminated for any reason, if requested by MTM, Transportation Provider must forward all required records not previously sent to MTM for the ten (10) year retention period to MTM. Transportation Provider agrees that MTM payment for all unpaid claims at time of termination will be withheld until MTM has received these records, and all transportation provider service records have been audited by MTM for correctness and accuracy. MTM reserves the right to audit records received from Transportation Provider within sixty (60) days of final receipt of all such records by MTM.

8.6 Transportation Provider must provide transportation services as requested by MTM on an efficient and timely basis.

8.7 If passenger is delayed due to late pick-up or drop-off by Transportation Provider, and cannot be seen at appointment, Transportation Provider will not be reimbursed for trip.

8.8 Transportation Provider agrees to notify MTM immediately of any significant delays such as a breakdown or stopped traffic, which cause the passenger to be 15 minutes or more late 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.

8.9 Transportation Provider agrees to contact the passenger, if phone number is provided by MTM, to notify of a significant pick-up delay and obtain information as to whether or not the passenger will still be able to attend the scheduled appointment.

8.10 Transportation Provider understands if they are consistently late for pick-up and/or drop-off by MTM's assessment, Transportation Provider may face disciplinary action and be assessed liquidated damages.

8.11 Transportation Provider must not sub-contract with other transportation companies for MTM services without prior written approval of MTM. If MTM becomes aware a Transportation Provider uses a sub-contracted company without written approval from MTM, Transportation Provider will not be paid for any trip for which an unapproved subcontractor was used.

8.12 Approved sub-contracted Transportation Providers must meet the same standards and adhere to the same "MTM Transportation Provider Guidelines" as does Transportation Provider, and Transportation Provider must be responsible for their approved sub-contracted Transportation Providers.

8.13 Transportation Provider may not solicit money from MTM Clients or their passengers for payment of MTM authorized transportation services; except that Transportation Provider may collect a co-pay amount approved by MTM and MTM's Client from the passenger, where applicable.

8.14 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, nor any claim or right to transport any person attending any particular health care services facility.

8.15 Transportation Provider shall have a MTM approved accident/incident investigation procedure in writing, and shall follow that procedure to respond to and review all accidents/incidents.

8.16 Transportation Provider must provide a copy of the Transportation Provider's Accident/Incident Investigation Procedure to MTM.

8.17 Transportation Provider must report all incidents, accident and injuries occurring while the Transportation Provider or a sub-contracted Transportation Provider is transporting any MTM passenger(s).

8.18 Transportation Provider accident/incident reports must be made in writing by the end of the next business day following an accident/incident while transporting an MTM passenger. If there are injuries involved, Transportation Provider must also report verbally to MTM within three (3) hours of the accident/incident.

8.19 At a minimum, the accident/incident report must include the name of the driver, transported passenger(s), and specific details of the accident/incident and related injuries.

8.20 A copy of the police report must be provided to MTM as soon as it is available.

9.0 Trip Scheduling

9.1 Transportation Provider agrees to check the MTM Daily Fax Summary and/or electronic trip file to make certain all trip requests have been received by Transportation Provider. *Transportation Provider must contact MTM Provider hotline if a fax has not been received.*

9.2 If Transportation Provider knows that the price, designated level of service, mileage, zip codes, or any other data on the trip request is incorrect, Transportation Provider must notify MTM of the corrections immediately. Transportation Provider shall have the right to turn back, or refuse any trip assignment from MTM. If Transportation Provider performs a trip, Transportation Provider agrees to accept the amount of compensation for that trip that is noted by MTM on the trip assignment sheet provided in advance by MTM to Transportation Provider. Transportation Provider agrees not to claim compensation in excess of the compensation noted on the trip assignment sheet, irrespective of the level of service, or the totality of services provided by Transportation Provider for the given trip; and payment by MTM of the amount of compensation noted on the trip assignment sheet shall constitute payment in full and satisfaction of Transportation Provider's claim for compensation for services rendered for that trip, and Transportation Provider, by performing the trip, waives any claim for compensation in excess of the stated compensation on the trip assignment sheet. "Wait time", where authorized by contract, must be approved by MTM at the time of the occurrence of wait time, and prior to submission of an invoice claim for payment of the trip.

9.3 Transportation Providers are required to schedule drivers with adequate time allowances so speed limits are followed and passengers arrive on time for appointments.

9.4 Transportation Provider must establish, where applicable, an internal schedule for the passenger's return "will call" trip pick-up which does not impose unreasonable waiting time for the passenger, not to exceed one (1) hour *maximum* from time of passenger's call (see 10.7).

9.5 The wait time for a *pre-scheduled return trip, such as dialysis, rehabilitation, etc.,* after an appointment, *shall not exceed thirty (30) minutes*.

9.6 If Transportation Provider turns back or refuses a trip assignment, Transportation Provider must notify MTM as soon as the determination is made the Transportation Provider is unable to take an assigned trip, and in any event, no later than 48 hours prior to the date and time of passenger pick up.

9.7 Transportation Provider must not overbook MTM trips.

9.8 Transportation Provider agrees to contact the passenger by phone within a twenty-four (24) hour window prior to trip, if phone number is provided, to confirm the Transportation Provider's estimated arrival time.

9.9 Transportation Provider shall provide the Transportation Provider's phone number to the passenger during the pre-trip confirmation phone call.

9.10 Transportation Provider may give the passenger a ½ hour "window," fifteen (15) minutes before and after ideal pick-up time, providing the passenger will arrive on time for the appointment.

9.11 For the Transportation Provider's benefit, the Transportation Provider must note on the form what time Transportation Provider made the confirming call and with whom the Transportation Provider spoke.

9.12 If a trip is canceled by the passenger directly, the Transportation Provider must notify the MTM Provider hotline immediately to document member cancellation of the trip, and document all cancellation information, using the "MTM Coding System for MTM Canceled Trips," and report such on the weekly reconciliation report.

9.13 Transportation Provider will not take calls directly from the passenger to arrange for covered transportation services except for the "will call" telephone call for pick-up for the second leg, or additional multiple leg trip.

9.14 If passenger calls Transportation Provider directly (except for the "will call" situation), Transportation Provider must notify them to call the MTM toll-free telephone number or local number provided to the passenger to arrange and authorize their transportation.

9.15 Transportation Provider will not contact passenger's medical provider to schedule or re-schedule appointments.

10.0 Trip Process

10.1 Transportation Provider acknowledges and agrees that where mileage is paid by MTM for a trip, all mileage will be calculated by MTM's commercial GPS based mileage system, based on the shortest distance from the pick-up point to the final destination point, irrespective of the route actually taken by the Transportation Provider, and irrespective of the actual travel time incurred in the performance of the trip. MTM's system determination of mileage shall be final and not subject to challenge or dispute by Transportation Provider.

10.2 Transportation Provider must not cause a passenger to arrive more than thirty (30) minutes prior to an appointment, unless requested or pre-authorized by MTM or the passenger.

10.3 Transportation Provider must allow a minimum of five (5) minutes "wait time" at pick-up locations for scheduled passenger(s) to enter vehicle.

10.4 Drivers must make “best effort” to make contact with the passenger notifying them their ride is waiting outside before leaving the premises without the passenger. This would include, at a minimum, honking, knocking at door, inquiring at reception desk and calling dispatch to place a call to the passengers to notify them their ride is outside.

10.5 Transportation Provider agrees to present to the passengers upon leaving the vehicle, a business card, typed instructions, or a pre-printed sticker, advising the passenger of contact and phone number to call in order to arrange for a return ride home.

10.6 Transportation Provider must ensure all return and “will call” trips are picked up within a maximum of sixty (60) minutes of the passenger’s request for a return trip (see 9.5).

10.7 Transportation Provider must maintain that all trips not exceed one (1) hour “in vehicle” riding time, except in those cases in which an unusual traveling distance is involved.

10.8 In multiple-passenger situations, passengers should not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transport. Exceptions may occur in the circumstance of a long, rural multiple-passenger routed trip – in which case, the passenger should be notified prior to the trip of the lengthy travel time. Further exceptions could include pick-up and/or destinations outside of the stated local service area.

10.9 Transportation Provider agrees to complete any pre-scheduled round trips even under the circumstance when the medical service extends past the approximate expected completion time.

10.10 Transportation Provider must maintain a signed trip or log sheet, including passenger’s original signature and date of transport, listing all passengers’ scheduled rides for each individual day. Note: All driver trip logs must be maintained for ten (10) years.

10.11 Transportation Provider must require the passenger to sign the trip/log sheet, or an individual voucher for each leg of the trip at the time of completion of the trip. The passenger’s signature is used as part of the trip verification process. Trip signatures obtained by Transportation Provider at any time after the drop off of the passenger and after completion of the trip will not be accepted by MTM, and Transportation Provider shall not attempt to obtain such passenger signatures retroactively. The same rules and procedures shall also apply to obtaining the driver’s signature for each trip leg.

10.12 Transportation Provider must not require passenger to sign the trip/log sheet on any leg of the trip which is not completed; to include passenger no-shows. The passenger's signature must be obtained contemporaneous with the completion of the trip.

10.13 Transportation Provider understands actual pick-up time and drop-off time must be noted for each authorized passenger on the trip log sheet. Clearly designate date and time, using either a.m. or p.m. designation or military time. See **Appendix E** for all required trip documentation.

10.14 Transportation Provider understands that lack of trip documentation set forth on Appendix E, including but not limited to, lack of passenger or driver signatures, or date and time of transport pick up and drop off, submitted at time of invoice/claim, may result in MTM denial of payment to Transportation Provider and the recoupment of trip charges if MTM has already made payment to Transportation Provider for the trip. MTM will not accept any passenger or driver signatures, or other trip documentation, that does not accompany the original invoice/claim submission to MTM.

10.15 If passenger is unable to sign, driver must document reason on trip/log sheet. Transportation Provider understands payment may be subject to verification of noted reason.

10.16 An adult, accompanying a minor child, may sign the adult's name on the trip/log sheet as long as the minor's name is clearly noted as well.

10.17 Transportation Provider must provide MTM with the trip/log sheets, or the vouchers, upon request. *See* **Appendix E** *for trip/log sheet information.*

10.18 Transportation Provider/passenger must call for approval prior to taking passenger to an unscheduled appointment or a pharmacy trip. If Transportation Provider does not obtain prior approval from MTM, they will not be paid for the trip.

10.19 If there is a discrepancy on the number of additional passengers noted on the trip faxes, Transportation Provider must contact MTM before leaving passenger's home/pick-up location. If Transportation Provider does not obtain prior approval from MTM, additional passenger fees will not be paid.

11.0 Trip Requirements

11.1 MTM requires, the Transportation Provider, to call, email or fax MTM with all no-shows at the time of the no-show. Timeliness of reporting will determine whether the no show is a "member" or "provider" no show.

11.2 Transportation Provider must also report all passenger no-shows and cancellations, in accordance with the "MTM Coding System for MTM Canceled Trips," to MTM on the MTM weekly reconciliation report.

11.3 MTM recommends the Transportation Provider verify and document no-shows at the passenger's home.

11.4 Transportation Provider agrees to verbally notify MTM immediately of any incidents of passenger misconduct. MTM may require written follow-up from the Transportation Provider.

11.5 Transportation Provider agrees to report to MTM any known or suspected fraud or willful abuse of MTM services by a passenger, which includes, but not limited to:

a) Passenger asking to be transported to locations other than the trip destination assigned to the Transportation Provider
b) Verbal or physical abuse
c) Chronic no-shows
d) Evidence, which could include a visual sighting, that the passenger did not attend the appointment to which they were transported

11.6 Transportation Provider understands all "trips" are defined as one-way trips.

11.7 Transportation Provider understands that, due to disability, age or mental condition, some passengers utilizing MTM services require assistance and/or the use of an escort/attendant. The escort/attendant must be recruited by the passenger or MTM, and multiple escorts are not permitted. Such escort/attendant's travel is to be provided by the Transportation Provider free of charge.

11.8 Children under 16 years of age, to be transported without a parent, guardian or attendant, must have a signed consent by a parent/guardian provided to the driver before the time of service. Transportation Provider agrees to attach consent to trip/log sheet.

11.9 Transportation Provider agrees the MTM contract requires, at a minimum, two (2) rides, from the same household ride for the price of one (1) fare, regardless of the age of the riders (such as husband and wife or mother and child). In the case of an attendant, the two (2) authorized riders will be the attendant, who does not live in the household but will be picked up there, and the passenger/patient.

11.10 If the Transportation Provider determines a scheduled trip cannot be performed due to unsafe driving conditions during inclement weather, the Transportation Provider must contact, in a timely manner, both the passenger and MTM to notify them of the cancellation.

12.0 Reports and Billing

12.1 Transportation Provider must submit claims to MTM for authorized MTM-scheduled trips only.

12.2 Transportation Provider agrees to bill MTM for the MTM designated level of service, regardless of the level of service actually provided. Transportation Provide may not accept the trip assignment at the MTM designated rate, and claim additional compensation after performance of the trip for a higher level of service or for any other extras.

12.3 Transportation Provider agrees there will be no charge to MTM for trips canceled by Transportation Provider, passenger, or in advance by MTM.

12.4 Transportation Provider may not charge MTM a member no-show charge unless provided for in Transportation Provider's contract rate Schedule A.

12.5 If a passenger is capable of riding in a sedan type vehicle with their collapsible wheelchair placed in the trunk of the vehicle, the lower ambulatory rate must apply.

12.6 If a Transportation Provider uses a wheelchair lift van for ambulatory passengers, the lower ambulatory rate must apply.

12.7 Transportation Provider understands that MTM will *not pay for*:

a) "Waiting time" charges unless specifically authorized in the Transportation Provider's contract rate Schedule A, and pre-approved by MTM.

b) Trip charges when Transportation Provider fails to either arrive at pick-up location in time for timely delivery to passenger's appointment, or fails to actually deliver the passenger to his or her appointment on time, the result of which is the appointment cannot be attended or must be re-scheduled.

c) Any additional charge if the passenger is picked up from, or dropped off at, any location other than the pre-scheduled MTM authorized addresses.

d) Any additional charge if Transportation Provider diverts to other locations/stops for passengers other than the pre-scheduled MTM authorized addresses, unless specifically authorized by MTM.

12.8 The month-end billing total shall be consistent with the same total of the previously agreed-upon weekly report totals for that month, and shall be submitted only *after* final reconciliation with MTM has been completed for the total monthly billing.

12.9 Billing shall only include charges set forth in the predetermined rate set by MTM transmitted to Transportation Provider.

12.10 Signed Transportation Provider invoices for services provided to passengers must be submitted after MTM reconciliation has been completed for the month, and in no event more than ninety (90) days after the actual date of service. Claims for services received by MTM more than ninety (90) days after the actual date of service will be deemed waived and will not be paid.

12.11 Transportation Provider shall provide invoices to MTM on forms, at times, and in a manner acceptable to MTM.

12.12 Transportation Provider will provide passenger signed trip tickets upon request as part of the weekly verification process.

12.13 Weekly reports will be used by MTM to verify Transportation Provider/passenger trip records. Final billing verification at month-end will be based on the information submitted on the weekly reports.

12.14 Unless otherwise provided by contract, Transportation Provider payments of clean claims will be mailed U.S. Mail bi-weekly, provided Transportation Provider has timely submitted all reports and documentation. All claims will be either paid, denied, or suspended within 45 days of receipt of the claim.

12.15 Transportation Provider agrees to refer to MTM's individual internal Authorization/Trip Number on all claims submission paperwork showing the passenger's information relating to the scheduled trip, and to also refer to the Authorization/Trip Number in verbal conversations relating to the passenger's scheduled trip.

12.16 Transportation Provider understands disputed billings/claims must be resolved before payment for any disputed bill/claim can occur.

12.17 Transportation Provider understands the Transportation Provider's pricing and MTM's payment is contractual and that Transportation Provider will be paid directly by MTM for covered/scheduled services. Transportation Provider shall not bill, or otherwise seek compensation for services from the transported passenger (other than collection of a co-payment authorized by MTM where applicable) or from MTM's Client, even in the event of MTM's failure to pay Transportation Provider for services rendered.

12.18 Transportation Provider understands they are only paid for loaded miles (from passenger's pre-scheduled start location to pre-scheduled end location) and not for the distance traveled by Transportation Provider to arrive at the pick-up location, unless special arrangements are agreed upon by Transportation Provider and MTM in advance of trip.

ATTACHMENT I

TO MEDICAL TRANSPORTATION SERVICES AGREEMENT

Transportation Provider understands that executing a Medical Transportation Services Agreement and these MTM Transportation Provider Guidelines does not guarantee Transportation Provider any minimum number of trips and that assignment, withdrawal, and re-assignment of all trips is within the sole and absolute discretion and control of MTM. Transportation Provider acknowledges that it has no property rights or legal interests in any particular trip or transported passenger.

Transportation Provider further understands that with any violation of contract terms, MTM can immediately suspend assignments of passenger trips to Transportation Provider. MTM also has the right to discipline Transportation Provider for non-compliance with MTM Transportation Provider Guidelines, by restricting or reducing Transportation Provider trip assignment.

Transportation Provider warrants by signing this document they have read the document in its entirety and have full understanding of all terms and conditions, and agrees to same. Transportation Provider further pledges to abide by all terms and conditions set forth herein, and acknowledges such by signature on the “Medical Transportation Services Agreement” and on this page of the “MTM Transportation Provider Guidelines” document. If Transportation Provider does not understand any part of this document, it is the Transportation Providers responsibility to seek the advice of an attorney for clarification prior to signing.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Appendix A

Basic First Aid Training must be given by a certified First Aid instructor.

Defensive Driver Training must include one of the following:

a. National Safety Council DDC-8 Training Class
b. National Safety Council DDC-PC Online Training
c. National Safety Council Video Self-Instruction Kit
d. National Safety Council Self-Instruction CD-ROM Kit
e. American Association of Retired Persons (AARP) 55-Alive Driver Safety Program
f. Transportation Provider developed in-house training must include:
    i. Pre-Trip Inspections
    ii. Professional Avoidability vs. Legal Liability
    iii. Motorists/Pedestrians
    iv. Backing
    v. Intersections
    vi. Following Distance
    vii. Braking/Skids
    viii. Drugs/Alcohol/Sleep Deprivation
    ix. Courtesy
    x. Routines
    xi. Accident Procedures
    xii. On-Job Driver Demonstration

Appendix B

Driver training, both pre-service and Annual, suggested in addition to 4.3 requirements could include:

a. Loading and securing persons with mobility assist devices
b. Sensitivity training
c. Working with passengers with all types of mental and physical disabilities
d. Passenger relations
e. On the road in-vehicle practical training, i.e. driving with supervision
f. Pre/post vehicle inspection responsibilities
g. Transporting passengers with frailties and oxygen tanks
h. Safety issues
i. Radio contact
j. Review of State/Federal regulations
k. New laws/regulations
l. Transportation Provider internal procedures
m. HIPAA compliance

Suggested training resources:

a. American Red Cross (ARC) for Basic First Aid and CPR
b. Sate Department of Transportation (DOT)
c. National Safety Council (NSC)
d. Training given by local or regional transportation providers in your area
e. Local fire departments (often have certified people to teach first aid)
f. Transportation industry video tapes
g. State and local law enforcement agencies

Appendix C

Recommended equipment to carry in vehicles in addition to 6.7 requirements:

a. Hand Cleaner (a “waterless” cleanser is suggested)
b. Umbrella
c. Tire Gauge and Jumper Cables
d. Rags and Wipes
e. Wisk Broom, Paper Towels, Glass Cleaner
f. Pouch with Maps
g. Safety Manual
h. Pre-Trip Inspection Forms
i. Car Manual
j. Copy of MTM Driver Guidelines
k. Blanket
l. Water
m. Seat belt cutter

Note: It is recommended that aerosol cans not be carried in the trunks of vehicles in hot weather.

Appendix D

Daily pre-trip inspection should include:

a. Directional lights and flashers
b. Headlights/clearance and running lights
c. Brake lights and tail lights
d. Windshield wipers/washers
e. Interior lights
f. Horn
g. Fire extinguisher
h. First Aid Kit
i. Fluid levels
j. Tailpipe/muffler noise
k. Fuel cap in place
l. Mirrors
m. Two-way Communication
n. Tire condition
o. Heat and/or air conditioning units operable
p. Parking brake
q. Door/lift operations
r. Seat belts
s. Door handles
t. Speedometer and odometer
u. General cleanliness, inside and outside
v. Wheelchair securement devices

Appendix E

Daily Trip/Log Sheet Information/Documentation Must Include the Following:

a. Transportation Provider's Name
b. Driver's Name Printed
c. Driver's Signature
d. Driver's License Number
e. Passenger's Signature (for each leg of trip)
f. Passenger's Name Printed
g. Date
h. Pick-up Address
i. Scheduled Pick-up Time
j. Pick-up Arrival Time
k. Pick-up Departure Time
l. Drop Off Time
m. Drop-off Address
n. Identification of whether the leg is a "To" or a "From"
o. Number of Additional Passengers
p. Ages of Additional Passengers
q. Place to Document No-Shows
r. Attendants Name and Signature (if applicable)
s. Ambulatory ___ Wheelchair ___ or Stretcher ___
t. The MTM internal Authorization/Trip number unique to each trip
u. Vehicle ID Number