TRANSPORTATION SERVICES AGREEMENT
Appendix C

MEDICARE ADVANTAGE PROGRAM AND MEDICAID PROGRAM REQUIREMENTS ADDENDUM

The Centers for Medicare and Medicaid Services ("CMS") and associated laws, rules and regulations regarding the Medicare Advantage ("MA") and Medicaid program require that managed care organizations provide for compliance of contracted network providers and their respective employees and contracted individuals and entities with certain MA and Medicaid program requirements including, without limitation, inclusion of certain provisions in MA and Medicaid provider participation agreements and/or associated documents including agreements between Transportation Provider ("Provider") and its employees, contractors and/or subcontractors providing services related to the Medical Transportation Services Agreement ("Agreement"), as applicable. In addition to the terms and conditions in the Agreement, Provider agrees to the following terms and conditions as they pertain to services rendered to MA Members enrolled in MA coordinated care plans ("MA Members") and Medicaid Beneficiaries in State programs. Since the agreement between you ("Provider") and Medical Transportation Management, Inc. ("MTM"), referenced herein as the First Tier Entity ("First Tier Entity") relates to services provided to MA Members and Medicaid Beneficiaries, you are required by CMS and contracted health plans to agree to and comply with the following requirements.

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

In accordance with the provisions of the Agreement, Provider compliance with federal laws and regulations is required in the performance of services. This Addendum sets forth CMS requirements for all Provider services contracts, and is effective as of the date of receipt without the need for signature from Provider. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same. In the event of a conflict between the Agreement and this Addendum, this Addendum will control with respect to MA Members and Medicaid Beneficiaries.

1. **Compliance with Law.** Provider agrees to comply with all applicable Medicare and Medicaid laws, rules and regulations, reporting requirements, CMS instructions, and applicable requirements of the contract between Health Plan and CMS (the "Medicare Contract" and/or "Medicaid Contract") and with all other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b)) of the Act); and (2) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164. [42 C.F.R. § 422.504(h)]. Provider must not be excluded from participation in contracts funded in whole or in part with federal or state funds.

2. **Medicare Advantage Member and Medicaid Beneficiary Privacy and Confidentiality.** Provider agrees to comply with all state and federal laws, rules and regulations, Medicare and Medicaid program requirements, and/or requirements in the Medicare Contract and/or Medicaid Contract regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (1) HIPAA and the rules and regulations promulgated thereunder, (2) 42 C.F.R. § 422.504(a)(13), and (3) 42 C.F.R. § 422.118; (iv) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Provider also agrees to release such information only in accordance with applicable State and/or Federal law or pursuant to court orders or subpoenas.

3. **Audits; Access to and Maintenance of Records.** Provider shall permit inspection, evaluation and audit directly by First Tier Entity, Health Plans, the Department of Health and Human Services (DHHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, applicable State agencies, and as the Secretary of the DHHS may deem necessary to enforce the Medicare Contract and Medicaid Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Provider and its employees, contractors and/or subcontractors providing services related to the Agreement), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require (collectively, "Books and Records"). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of this Agreement occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; or (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Provider shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for MA Members to their medical, health and enrollment information and records. Provider agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities: (i) to provide Health Plan and/or CMS with timely access to records, information and data necessary for: (1) Health Plan(s) to meets its obligations under its Medicare Contract(s) and/or Medicaid Contract(s); and/or (2) CMS to administer and evaluate the MA or Medicaid program; and (ii) to submit all reports and clinical information required by the Health Plan(s) under the Medicare Contract and/or Medicaid Contract. [42 C.F.R. § 422.504(e)(4), (h), (i)(2), and (i)(4)(v).]

4. **Prompt Payment of Claims.** Health Plan and/or First Tier Entity and/or Provider, as applicable, agree to process and pay clean claims for Covered Services within thirty (30) calendar days of receipt of such claims in accordance with the Agreement, and that all other claims must be paid or denied within sixty (60) days of receipt of such claims. [42 C.F.R. § 422.520(b).]

5. **Hold Harmless of MA Members and Medicaid Beneficiaries.** Provider hereby agrees: (i) that in no

event, including but not limited to, non-payment by Health Plan or First Tier Entity, Health Plan or First Tier Entity's determination that services were not Medically Necessary, Health Plan or First Tier Entity insolvency, or breach of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an MA Member or Medicaid Beneficiary for amounts that are the legal obligation of Health Plan or First Tier Entity; and (ii) that MA Members and Medicaid Beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. Provider further agrees that this provision (a) shall be construed for the benefit of MA Members; (b) shall survive the termination of this Agreement regardless of the cause giving rise to termination, and (b) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and MA Members or Medicaid Beneficiaries, or persons acting on behalf of an MA Member or Medicaid Beneficiary. [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i).]

6. **Accountability**. First Tier Entity and Provider hereby acknowledge and agree that Health Plans shall oversee the provision of services by Provider and First Tier Entity and shall be accountable under the Medicare Contract and/or Medicaid Contract for services provided to MA Members and/or Medicaid Beneficiaries under the Agreement regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Provider under the Agreement. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii).]

7. **Delegated Activities; Downstream Compliance**. Provider acknowledges and agrees that to the extent First Tier Entity, in its sole discretion, elects to delegate any administrative activities or functions to Provider, Provider understands and agrees that: (i) Provider may not delegate, transfer or assign any of Provider's obligations under the Agreement and/or any separate delegation agreement without First Tier Entity's prior written consent; and (ii) Provider must demonstrate, to First Tier Entity's satisfaction, Provider's ability to perform the activities to be delegated and the parties will set out in writing: (1) the specific activities or functions to be delegated and performed by Provider; (2) any reporting responsibilities and obligations pursuant to First Tier Entity or Health Plan's policies and procedures and/or the requirements of the Medicare Contract and/or Medicaid Contract; (3) monitoring and oversight activities by First Tier Entity or Health Plan including without limitation review and approval by First Tier Entity or Health Plan of Provider's credentialing process, as applicable, and audit of such process on an ongoing basis; and (4) corrective action measures, up to and including termination or revocation of the delegated activities or functions and reporting responsibilities if CMS or First Tier Entity or Health Plan determines that such activities have not been performed satisfactorily. [42 C.F.R. § 422.504(i)(3)(iii); 422.504(i)(4)(i)-(v).] Provider shall require all of its downstream, related entities and transferees that provide any services benefiting Health Plan's MA or Medicaid enrollees to agree in writing to all of the terms provided herein.

8. **Benefit Continuation.** Provider agrees to provide for continuation of health care benefits for MA Members and Medicaid Beneficiaries (i) for the duration of the period for which CMS has made payments to Health Plan for Medicare and/or Medicaid services; and (ii) for MA Members or Medicaid Beneficiaries who are hospitalized on the date Health Plan's contract with CMS terminates, or, in the event of an insolvency, through discharge. (42 CFR 422.504 (g)(2)(i), 422.504 (g)(2)(ii) and 422.504 (g)(3).

9. **Compliance with First Tier Entity and Health Plan Policies and Procedures.** Provider shall

comply with all policies and procedures of First Tier Entity and Health Plans including, without limitation, written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual necessity determinations (e.g., coverage rules, practice guidelines, payment policies); (c) Health Plan's compliance program which encourages effective communication between Provider and Health Plan's Compliance Officer and participation by Provider in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. The aforementioned policies and procedures are identified in First Tier Entity and Health Plan Provider Manuals which are incorporated herein by reference and may be amended from time to time by First Tier Entity or Health Plan. [42 C.F.R. § 422.112; 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

10. **Federal False Claims Act; Whistleblower Protection (**31 U.S.C 3729 et. seq.). In the event Provider knowingly presents a false claim for payment, Provider shall be subject to a civil penalty of not less than $5,000 and not more than $10,000 per claim, plus 3 times the amount of damages sustained by the Government; and be subject to further criminal penalties for making false claims. A person who reports fraudulent claims (ie "whistleblower") is protected and may receive 15%-25% of the amount of fraudulent claims reported.

This Medicare Advantage Program and Medicaid Program Requirements Addendum ("Addendum") to the Medical Transportation Services Agreement by and between Medical Transportation Management, Inc. ("MTM") and the Transportation Provider incorporates regulations and guidelines established by the Centers for Medicare and Medicaid Services ("CMS") for Medicare Advantage Plans and Medicaid Programs, and this Addendum is required to be included in all Transportation Provider services contracts between MTM and Transportation Providers that provide transportation services to Medicare Advantage Plan Members and Medicaid Beneficiaries. The Medicare Advantage Program and Medicaid Program Requirements Addendum is incorporated into the Medical Transportation Services Agreement by reference herein.

First AMERIHEALTH MICHIGAN, INC. (AMERIHEALTH) MEDICARE MEDICAID PLAN AMENDMENT
TO
TRANSPORTATION SERVICES AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") to the Transportation Services Agreement is made and entered into by and between Medical Transportation Management, Inc., for itself and its subsidiary, Veyo, LLC (hereinafter referred to collectively as "MTM")and ("Contractor"). MTM and Contractor may be referred to hereinafter collectively as the "Parties," and individually, each a "Party."

WHEREAS, the Parties have previously entered into a Transportation Services Agreement ("Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree to amend the Agreement as follows:

5. CREDENTIALING AND RE-CREDENTIALING

Delete:

A. i) through A. ii) and replace with the following:

i) Contractor training, including defensive Driving

ii) Passenger Assistance techniques, including Sensitivity training; proper loading and unloading and Wheelchair (mobility device) Securement (if applicable)

iii) Basic First Aid

iv) Emergency Situation

v) Techniques for defusing tense situations

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

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of ,

First HEALTH ALLIANCE PLAN OF MICHIGAN (HAP) AMENDMENT
TO
TRANSPORTATION SERVICES AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") to the Transportation Services Agreement is made and entered into by and between Medical Transportation Management, Inc., for itself and its subsidiary, Veyo, LLC (hereinafter referred to collectively as "MTM")and ("Contractor"). MTM and Contractor may be referred to hereinafter collectively as the "Parties," and individually, each a "Party."

WHEREAS, the Parties have previously entered into a Transportation Services Agreement ("Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree to amend the Agreement as follows:

3. SPECIFIC CLIENT AND LEGAL REQUIREMENTS

Delete A. and replace with the following:

A. Contractor for Trips taken under this Agreement must possess a current, valid driver's license, for at least two (2) years, appropriate for the services rendered and for the type of vehicle the Contractor is operating and as required by the State and municipality in which Contractor provides transportation. A current, legible copy of each driver's license must be provided as part of the credentialing process.

Delete D. and replace with the following:

D. Contractor must not allow Members and/or passengers to smoke or use e-cigarettes or vapor smoking products, or the equivalent in the vehicle. It is required that Contractor post a "NO SMOKING" sign in vehicle.

Delete H. and replace with the following:

H. Contractor must require Members to use seatbelts properly and must refuse to commence travel, or continue travel if Members are non-compliant. To the extent required by law, Contractor must have seat belt extenders and be knowledgeable in their use for securing Members that require the extenders. It is required that Contractor post a "ALL PASSENGERS MUST USE SEAT BELTS" sign in vehicle.

Insert:

N. Contractor shall at all times comply with Client required photo ID badge, including Contractor name and Veyo logo.

4. CLIENT'S VEHICLE REQUIREMENTS

Delete C. and replace with the following:

C. Pursuant to Client requirements, the Contractor shall provide and ensure to use a two-way voice communication system. Pagers are not an acceptable substitute. Provide visible Veyo signage for inside and outside passenger and driver side of vehicle. Ensure vehicle is equipped with fire extinguisher.

5. CREDENTIALING AND RE-CREDENTIALING

Delete:

A. i) through A. ii) and replace with the following:

i) Contractor training, including Customer Service, Defensive Driving skills and road test

ii) Passenger Assistance techniques, including ADA Sensitivity training; Wheelchair Securement and lift operation (if applicable)

iii) Emergency Situation

iv) Accident and Incident reporting

v) Cultural Competency

vi) First Aid certification

vii) CPR certification

5. CREDENTIALING AND RE-CREDENTIALING

Delete B. vi) and replace with the following:

B.vi) U.S. Department of Justice National Sex Offender Data Base check and Sex Offender Registry check, Pre-employment and annually thereafter

5. CREDENTIALING AND RE-CREDENTIALING

Delete E. and replace with the following:

E. Contractor must not perform services under this Agreement if they are currently on work release, probation, parole, or pending any felony or misdemeanor charge, or arrest, or drug or alcohol related traffic offense charge, which, if the charge were to result in a conviction, would disqualify them. Contractor must have no prior convictions for a barrier crime, substance abuse, a sexual crime, crime of violence or crime involving or against a child or children, the elderly, domestic abuse, drugs, weapons, vehicular homicide, manslaughter or assault while operating a motor vehicle, felony convictions involving motor vehicles. Any Contractor that has been convicted of a felony during the last ten (10) years may drive or aid Members only with the approval of MTM's Client.

5. CREDENTIALING AND RE-CREDENTIALING

Delete:

F. i) through F. ii) and replace with the following:

i) A suspended, expired, or revoked commercial or other driver's license, currently or within the previous sixty (60) months.

ii) Received a citation and have been convicted of two (2) or more motor vehicle moving violations or (one) 1 major violation within the previous thirty-six (36) months, where they are at fault.

5. CREDENTIALING AND RE-CREDENTIALING

Delete H. and replace with the following:

H. Contractor must have no prior convictions for driving while intoxicated or under the influence of a controlled substance within the last sixty (60) months or within the timeframe prescribed by applicable State law.

[SIGNATURES ON FOLLOWING PAGE]

First HEALTH ALLIANCE PLAN OF MICHIGAN (HAP) AMENDMENT
TO
TRANSPORTATION SERVICES AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of ,