

**AMENDMENT NO. 3  
TO THE AGREEMENT  
BETWEEN  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES  
AND  
MEDICAL TRANSPORTATION MANAGEMENT, INC.**

This Third Amendment (Amendment) to the Transportation Brokerage Contract (the Agreement), including the attachments thereto, is made and entered into between the Rhode Island Executive Office of Health and Human Services (EOHHS, Executive Office, or State) and Medical Transportation Management, Inc. (MTM, Contractor or Broker) (collectively, the Parties).

WHEREAS, the Parties entered into the Agreement on or about September 24, 2018 for Non-Emergency Medical Transportation with an effective Agreement date of January 1, 2019;

WHEREAS, the Parties executed the first amendment to the Agreement on December 17, 2018 and executed the second amendment to the original Agreement on February 28, 2019;

WHEREAS, the Parties desire to amend certain provisions in the Agreement distinguishing requirements between "Subcontractor" and "Transportation Provider."

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. SECTION 6.0 TRANSPORTATION PROVIDER (TP) NETWORK**

**Section 6.0 Transportation Provider (TP) Network** is amended by *DELETING* the section in its entirety and *INSERTING* the following:

"The Broker shall establish a TP network with adequate numbers and types of vehicles and drivers in each city or county required to deliver services to recipients throughout the State.

- The Broker shall implement, operate, and maintain an adequate network of contracted TPs that meet quality of service delivery and performance expectations. The Broker shall document its TP selection criteria and procedures to verify the financial stability of all selected TPs.
- The Broker shall maintain, in detail, contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late or is otherwise unavailable for service.

- The Broker shall maintain procedures to ensure vehicle availability is adequate to fulfill the required standards of promptness and minimal ride time.
- The Broker shall be responsible for identifying, recruiting, and negotiating sufficient service agreements with TPs to meet the needs of transportation recipients.
- The Broker shall establish a network to ensure that recipients in the community are well served, including developing a competitive marketplace that has a variety of TPs for each mode of transportation

If the Broker implements an incentive program for contracted TPs, they shall present the terms of the proposed incentive program to EOHHS, provide a detailed description of the proposed incentive program including how to fund the incentive program, and the type, content and frequency of incentive program reports that will be provided to EOHHS.

The Broker may not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If broker declines to include individual or groups of providers in its provider network, it must give the affected providers written notice of the reason for its decision.

EOHHS reserves the right to direct the Broker to terminate any service agreement with a TP when EOHHS determines this to be in the best interest of the State.

The Broker must ensure its network meets the following EOHHS requirements:

- Provide quality transportation service delivery to all eligible populations;
- Ensure that TPs are willing and able to serve all recipients including those with physical and mental disabilities;
- Establish and incentivize a comprehensive transportation network that ensures that all recipients are served equally;
- Address TPs' challenges working in diverse home and geographical environments;
- Collaborate and communicate with the MCOs to provide safe, timely and coordinated transportation;
- Focus on program integrity, Fraud Waste and Abuse prevention and detection;
- Develop policies and procedures for authorizing, scheduling, managing, and making payment for transportation services;
- Contract with TPs and ensure access to high-quality transportation services.”

## **2. SECTION 6.01 TRANSPORTATION PROVIDER CONTRACTS**

**Section 6.01 Transportation Provider Contracts is amended by *DELETING* the section in its entirety and *INSERTING* the following:**

“The Broker shall document its process for negotiating contracts with TPs. All contracts must be in writing. Broker must ensure:

- TPs are fully credentialed as is required by the State of Rhode Island;
- Ensure all transportation provider contracts are to be signed and executed. Within;
- The Broker must fully disclose all names of the brokers and provide evidence that all transportation needs will be met on the first day of the contract;
- Only contract with TPs that are licensed and insured;
- Have verified any issue regarding any Transportation Provider being debarred and their process for background criminal checks of their employees;
- Have a signed Business Associate Agreement with any Transportation Provider who has access to PHI;
- The Broker shall not contract with any Transportation Provider with which it has a prohibited financial relationship as described at 45 CFR 440. 1 70.;
  
- Ensure and monitor TP’s compliance with all recipient protections;
- The Broker shall have a written plan for oversight and monitoring TPs performance and compliance. Monitoring will include provisions for assessing corrective action plans up to and including termination;
- Broker is responsible for performance of all duties under this Contract and the State will consider the Broker to be the sole point of contact regarding contractual matter;
- The Broker will:
  - Develop and enhance the existing TP network;
  - Create alternative options for transportation, including services provided by volunteer networks, community-based organizations, community health teams, on-demand transportation etc.;
  - Develop collaborative relationships with Medicaid Managed Care Organizations (MCOs) and Accountable Entities (AEs);
  - Ensure TPs are willing and able to provide services to all recipients, regardless of geographic location, health status, sex, age, race, ethnicity, color, sexual orientation, gender identity, national origin, religious affiliation, or need for transportation services; and promote a comprehensive transportation network that that does not permit adverse selection;
  - Enter into an agreement with the Rhode Island Public Transit Authority (RIPTA).

The Broker shall maintain and make available all documentation for review by EOHHS staff on all contracts, including but not limited to each TP’s business organizations, business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, and all other relevant documentation, including payment rate structure upon request.

The Broker shall develop and implement a plan to monitor their contracted TPs to ensure compliance with the terms of their contracts. The HIPAA Privacy Rule requires that the Broker obtain signed statement of HIPAA compliance from its TPs.

The Broker must notify EOHHS, within five (5) business days, of any TP placed on corrective action(s) and maintain written documentation of corrective action plan. EOHHS has the right to review such corrective action plans and steps to remediate issue of non-compliance on part of the TPs.

The Broker must terminate a service agreement with a TP when unacceptable performance, as determined by EOHHS in its sole discretion, is identified or the TP has failed to take satisfactory corrective action within a reasonable time period not to exceed (30) thirty days from the date of notice of the unacceptable performance.

Broker must execute a written agreement with TPs that specifies the Broker's right to revoke the agreement and outlines reasons for a revocation of the agreement. Broker shall indemnify and hold EOHHS harmless as against any claim for damages or losses arising from services rendered by TPs in connection with the performance of this Agreement. The Broker shall give the State immediate notice in writing, by certified mail, of any action or suit filed and of any claim made against then Broker, Transportation Provider, or subcontractor that, in the opinion of the Broker, may result in litigation related in any way to the Agreement with EOHHS."

### **3. SECTION 6.02 BROKER RESPONSIBILITY/TRANSPORTATION PROVIDER OVERSIGHT**

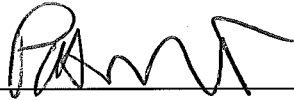
**Section 6.02 Broker Responsibility/ Transportation Provider Oversight is amended by *DELETING* the section in its entirety and *INSERTING* the following:**

"This Amendment is entered into in conformity with State contracting procedures and supersedes and replaces all prior agreements, representations or understandings between EOHHS and MTM. To the extent there are any conflicts or inconsistencies between this Amendment and the terms and conditions contained within the Agreement or any prior Amendment between the Parties, the terms of this Amendment shall govern".

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date below written as follows:

**STATE OF RHODE ISLAND:**

**MEDICAL TRANSPORTATION  
MANAGEMENT INC. :**



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PATRICK M. TIGUE  
MEDICAID DIRECTOR  
EXECUTIVE OFFICE OF HEALTH  
AND HUMAN SERVICES



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ALAINA MACIA  
PRESIDENT & CEO

Date: 4/29/19

Date: April 23, 2019