MEDICAL TRANSPORTATION MANAGEMENT, INC. AMENDMENT NO. 5

The January 1, 2019 Agreement between the State of Rhode Island and Providence Plantations Executive Office of Health and Human Services ("EOHHS") and Medical Transportation Management, Inc. (the "Contractor, MTM or Broker"), is hereby amended effective July 1, 2020.

WHEREAS, as of effective date of this Amendment No. 5, the Agreement is hereby amended as follows;

ARTICLE I: DEFINITIONS

SECTION NUMBER 1.50, GAS MILEAGE REIMBURSEMENT

1. This section is Amended by <u>REVISING</u> the last sentence to read as follows; "Additionally, gas mileage reimbursement is allowed for the Elderly Transportation Program."

ARTICLE II: TRANSPORTATION PROGRAM STANDARDS

SECTION NUMBER 4.03, ELDERLY TRANSPORTATION PROGRAM (ETP)

2. This section is Amended by <u>**REVISING**</u> the last sentence to read as follows; "Gas Mileage reimbursement is available for the ETP program."

SECTION NUMBER 6.03, NOTIFICATION/REPORT TO EOHHS

- 3. This section is Amended by <u>ADDING</u> the following new bulleted language after the last bullet currently in the section:
 - MTM will work with EOHHS to develop a new electronic reporting package in Power BI utilizing Power BI Reporting Cloud Services. Information from the following reports will be delivered in this new format: excel daily dashboard, monthly client summary, monthly client summary detail, monthly quality detail and member no show. The pilot program utilizing the Power BI Reporting Cloud Services shall be in addition to and not replace the requirements for report submissions as contained herein in the Agreement. Development of this new electronic reporting package will commence no later than July 31, 2020.
 - MTM shall comply with all of the reporting requirements established by EOHHS. EOHHS will provide MTM with the appropriate reporting formats, instructions, and submission timetables. EOHHS may at its discretion, change the content, format or frequency of reports. EOHHS will develop and maintain a *Reporting*

Calendar and reporting templates, to be used by MTM. All required reports listed in the *Reporting Calendar* are considered final and MTM shall be responsible for submitting reports in strict accordance with the deadlines contained in the *Reporting Calendar*. EOHHS may, at its discretion, require MTM to submit additional ad-hoc reports. EOHHS will allow for a minimum of ten (10) business days for development of new reports.

- All reports submitted by MTM shall have an accompanying attestation signed by Leadership or their designee attached to the report. EOHHS will develop a reporting template for all Liquidated Damages; MTM shall complete the Liquidated Damages template and submit it on a quarterly basis to EOHHS as a report documenting required performance measures.
- MTM shall provide EOHHS with a monthly Ride Share report documenting with dates, members name and the treatment type that formed the basis of the transportation.
- MTM shall provide EOHHS with a monthly staff performance report which shall include the office location of MTM staff members.

SECTION NUMBER 6.04, OPERATIONS

- 4. This section is Amended to <u>ADD</u> the following language after the last bullet in the current section; Work at Home is approved only for eligible MTM staff, in accordance with MTM's Corporate procedure entitled *Remote Customer Care Representative Requirements*. Attached hereto as Addendum F.
 - MTM shall provide EOHHS with a written summary of the methods and decision-making processes by which MTM determines that staff are eligible and qualify for work at home.
 - MTM shall provide EOHHS with advance written notice of any proposed updates, modifications or procedure changes to the *Remote Customer Care Representative Requirements* procedure prior to finalization. Any such changes are subject to the prior approval of EOHHS.
 - EOHHS reserves the right to limit, modify or terminate MTM work at home staffing at any time. EOHHS shall provide MTM with ninety (90) days prior notice and/or an agreed upon adequate and sufficient notice time period for the termination of MTM's work at home staffing and the requirement that all or some MTM staff must return to the office.

SECTION NUMBER 11.0, PAYMENT

Ambulance Provider Payments (For Medicaid Eligible Recipients)

5. This section is Amended by <u>REVISING</u> the sentence after bullet number 2 to read as follows, "Such Medicaid NEMT Ambulance Transportation Rates shall be effective for ambulance trips provided starting July 1, 2019 and shall remain in effect subject to legislative approval."

ADDENDUM XIV: BUDGET

6. This Addendum XIV is <u>**DELETED**</u> in its entirety and <u>**REPLACED**</u> with a new Addendum XIV attached hereto.

ADDENDUM XVI: LIQUIDATED DAMAGES

7. This Addendum XVI is **<u>DELETED</u>** in its entirety and **<u>REPLACED</u>** with a new Addendum XVI attached hereto.

ATTACHMENT D: PERFORMANCE GOALS

SECTION TITLED, "TRANSPORTATION PROVIDER"

8. This Section of Attachment D is Amended by <u>REVISING</u> number 5 to state the following, "Total number of Transportation Provider Turn-Backs will be equal to or less than four percent (4%) per month".

This Section of Attachment D is further Amended by <u>REVISING</u> the first sentence in number 6 to state the following, "Total Number of Transportation Provider trip no shows will be equal to or less than point thirty-three (.33%) percent per month of all trips scheduled/assigned a confirmation number."

This Section of Attachment D is Amended by <u>REVISING</u> number 7 to state the following, "Ride Share usage will be less than or equal to five percent (5%). Ride Share shall not be utilized for the following populations:

- Members attending Dialysis appointments, neither A leg nor B leg;
- Members attending Adult Day Care Centers, neither A leg nor B leg;
- Members diagnosed with Alzheimer and Dementia patients;
- Member minors (ages fifteen (15) and below), including those with parental consent form on file unless there is an additional passenger eighteen (18) years of age or older accompanying the minor; and
- Members with developmental disabilities."

IN WITNESS HERETO, the parties have caused this Amendment to be executed under Seal by their duly authorized officers or representatives as of the day and year stated below.

STATE OF RHODE ISLAND:

Benjamin Shaffer
Benjamin Shaffer (Jun 30, 2020 15:30 EDT)

SIGNATURE

MEDICAID DIRECTOR

MEDICAID DIRECTOR

Alaina Macia

PRINT NAME

Jun 30, 2020

DATE

MEDICAL TRANSPORATION
MANAGEMENT, INC.:

Authorized Agent/signature

CEO

Jun 30, 2020

DATE