

Letter of Agreement
Medical Transportation Management, Inc.

Subcontractor Agreement

This Letter of Agreement, effective as of the 1st day of August, 2010, shall serve as the Agreement between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as "MTM"), 16 Hawk Ridge Drive, Lake St. Louis, MO 63367 and County of Sedgwick DBA Sedgwick County COMCARE, a Kansas (not for profit) (for profit) transportation provider, (hereinafter referred to as "Provider"). This Letter of Agreement is made between MTM and the entity named ("Provider") for the purposes of setting forth the terms and conditions under which Provider shall render non-emergency transportation services to MTM in support of MTM rendering Non Emergency Transportation Services (NET) to MTM's Client(s) and its eligible recipients ("members"). The Provider's services pursuant to this Agreement shall be provided to MTM on an "as needed" basis to MTM.

1. **Scope of Services.** Provider shall, within the geographic service area of Provider, provide non-emergency ground transportation services as requested by MTM in support of MTM's business.
2. **Reimbursement.** Provider agrees to look solely to MTM for reimbursement for Non Emergency Transportation Services provided to MTM Client members. Provider shall be compensated in accordance with Schedule A attached hereto and incorporated herein by reference. Rates of compensation on Schedule A may be amended by MTM upon written notice to Provider. In the event Provider receives notice of an amendment to the Schedule A rates and disagrees with the proposed rate change, Provider may terminate this Agreement upon written notice to MTM. Provider must provide the trip documentation referenced on Schedule B upon request by MTM. If trip documentation is requested by MTM, the failure to provide same will result in denial of payment for that trip. 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 for such claim.
3. **Member Protection Provision.** In no event, including, but not limited to, non-payment by MTM for Non Emergency Transportation Services rendered for Members by Provider, insolvency of MTM, or breach by MTM of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MTM's Client or any transported Member or persons acting on behalf of Member for Non Emergency Transportation Services. Provider agrees not to maintain any action at law or in equity against MTM's Client(s) or any Member to collect sums that are owed to Provider by MTM under the terms of this Agreement even in the event that MTM fails to pay, becomes insolvent or otherwise breaches the terms and conditions of the Agreement.
4. **Laws, Regulations, Licenses and Insurance.** Provider shall maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide Non Emergency Transportation Services according to the laws of the jurisdiction in which Non Emergency Transportation Services are provided, and shall provide quality and safe transportation services, and comply with all applicable statutes, ordinances and regulations governing the performance of services herein. Provider shall also require that all individuals employed by or under contract with Provider who provide Non Emergency Transportation Services to Members, comply with this provision and are appropriately licensed and certified. Provider shall at all times maintain liability insurance coverage as required by applicable federal, state and local laws, statutes, ordinances and regulations. Providers shall ensure that all drivers have undergone a criminal background check and motor vehicle driver license record check prior to providing any transportation services, and that all such drivers meet the requirements of their respective State's DOT and other applicable regulatory authorities. Provider agrees to obtain updated background checks on its drivers at least annually.
5. **Indemnification.** Provider shall indemnify and hold harmless MTM and MTM's Client(s) for all losses, damages, and costs, including reasonable attorneys' fees, resulting from Provider's rendering of transportation services, including but not limited to, negligence, unsafe rendering of services, failure to perform, or breach of performance of the services or terms of this Agreement.
6. **Independent Provider Status of Parties.** MTM and Provider are independent Providers with respect to the performance of the terms and conditions of this Agreement. Neither party shall be considered the employee nor agent

of the other, and Provider shall determine the manner and methods of performance of Provider's services under this Agreement.

7. **HIPAA Compliance and Data Protection.** Provider agrees to safeguard and maintain the confidentiality of all Member records, and comply with all provisions of state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA).
8. **Term and Termination.** The term of this Agreement shall be for a period of one year, and shall automatically renew for successive periods of one year unless either party provides 30 days written notice to the other party of its intent not to renew. Further, this Agreement may be terminated by either party without cause upon 30 days written notice to the other party. This Agreement may be terminated immediately by MTM for any action or inaction of Provider that affects the safety of any person, or for Provider's failure to comply with the Schedule B standards, records and documentation.
9. **Insurance.** Provider shall maintain Vehicle liability insurance and Commercial general liability insurance with minimum coverage amounts in compliance with the applicable level of insurance required by state and local laws and regulations in Provider's service area, but that motor vehicle liability insurance shall not be less than \$300,000.00 Combined Single Limit coverage. MTM shall be named as an "Additional Insured" and "Certificate Holder" on such policy, and a copy of the Certificate of Liability Insurance shall be provided to MTM prior to the commencement of services under this Agreement, and upon annual renewal or any change to such insurance. Provider shall maintain Workers Compensation insurance in compliance with applicable state laws.
10. **Nondiscrimination.** Provider agrees that no person shall, on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all federal and state laws and regulations against discrimination including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and Age Discrimination Act of 1975. Provider shall furnish all information required by MTM or any state or federal agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.
11. **Records and Performance Standards.** Provider shall provide transportation services and maintain and provide to MTM all records and documentation of services as required by MTM or MTM's contract with its Client, including but not limited to, the records, documentation and performance standards identified on Schedule B, attached hereto and incorporated herein by reference.

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

MEDICAL TRANSPORTATION MANAGEMENT, INC.

By: _____

Title: _____

Date: _____

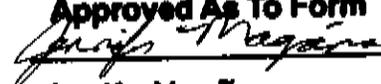
COUNTY OF SEDGWICK DBA SEDGWICK COUNTY COMCARE

By: _____

Title: _____

Date: _____

Address: 525 N Main Ste 823
Wichita, KS 67203

Approved As To Form

Jennifer Magaña
Deputy County Counselor

Schedule A: Rates

Section I – Rates

- A. All trips will be paid at the following one way rate: \$.50 per loaded mile
- B. All trips with an attendant provider will be paid at the following rates: \$.99 per loaded mile
- C. No payment shall be made for no shows

Section II – Transportation Provider Information

- A. Federal Tax ID or SS #: **48-6000798**
- B. If Not For Profit, "Tax Exempt"#: _____
- C. State/Commonwealth Medicaid Provider Number (if applicable): _____

All information contained in this Schedule A is current as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties hereunto have executed the above to the Medical Transportation Services Agreement as of the date of the last signatory party herein below. By accepting this rate, County of Sedgwick DBA Sedgwick County COMCARE agrees to render transportation services as requested by MTM for the agreed rates set forth in this Schedule A; and County of Sedgwick DBA Sedgwick County COMCARE agrees not to seek higher rates by requesting/providing a rate quote to/from MTM for any particular trip.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

BY: _____ DATE: _____
Name and Title

COUNTY OF SEDGWICK DBA SEDGWICK COUNTY COMCARE

BY: _____ DATE: _____
Name and Title

Schedule B: Records, Documentation and Performance Standards

1. Each trip consists of one-way transportation from a pick up point to a drop off destination point. Provider shall use a trip sheet or log, approved by MTM, which contains the following minimum documentation:
 - a. Date of service
 - b. Last 5 (Five) Digits of the Vehicle's VIN Number
 - c. Beneficiary's name
 - d. Beneficiary's ID #
 - e. Beneficiary's signature
 - f. Driver's name
 - g. Driver's License Number
 - h. Driver's signature
 - i. Driver attendant's full name, if applicable
 - j. Driver attendant's signature, if applicable

2. Performance Standards:
 - a. Pickups and Delivery. Transportation Provider must arrive at the scheduled pickup time, and in sufficient time to transport the recipient to arrive on time for the recipient's appointment. The waiting time for pick up or delivery should not exceed 15 minutes, before and after the scheduled pickup time. A recipient should not arrive more than 30 minutes prior to an appointment, unless requested by the recipient. The waiting time for a scheduled return trip after an appointment should not exceed 30 minutes. Exceptions to these standards may occur with long distance trips, inclement weather conditions, or if a recipient chooses to request a "will call" trip.

 - b. Transportation of children 6 to 16 years of age must have a consent form signed by the parent, foster parent, caretaker, or legal guardian in order for the child to be transported without an escort. All children under 6 years must travel with a legal guardian or attendant.

 - c. Provider shall report all accidents and incidents to MTM within 24 hours of the occurrence, and cooperate with MTM in the investigation of all such events and provide MTM with a copy of any police report.

3. Provider shall maintain and provide MTM with a copy of all applicable state DOT Certificates. Provider shall submit the following for all drivers:
 - a. Copy of current valid Kansas/Missouri driver's license
 - b. KBI criminal background check completed within the last 6 (six) months
 - c. MVR (Driver History Report) completed within the last 6 (six) months
 - d. Employment drug screen

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2009 by and between Medical Transportation Management, Inc. ("MTM") and _____, ("Business Associate"). In order to comply with the Health Insurance Portability and Accountability Act and the standards set forth at 45 CFR Parts 142, 160, 162 and 164 (collectively "HIPAA") to safeguard Protected Health Information ("PHI"), Business Associate agrees:

Pursuant to the terms of that certain "Underlying Agreement", MTM contracts with you to provide "Services". In connection with your provision of such Services, you receive or obtain from MTM, the Covered Person or the Governmental entity or Health Plan, or review or create for MTM, the Covered Person or the Governmental entity or Health Plan Covered Person PHI. As a result, Business Associate must: (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.

1. **Your Obligations.** You agree that you will maintain the privacy/confidentiality of all Covered Person PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA, including the following obligations:

(A) **Use and Disclosure of PHI.** You agree that you will 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 you may use and disclose Covered Person PHI to manage and administer your business. You agree to comply with any and all restrictions on the use and disclosure of Covered Person PHI requested by a Covered Person, agreed to by the applicable MTM Client and communicated to you by MTM. You agree to ensure that all subcontractors, agents, representatives or parties with whom you conduct MTM Client business shall comply with HIPAA.

(B) **Safeguards.** You represent and warrant that you will 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. You will provide MTM with such information concerning such safeguards as MTM may from time to time request.

(C) **Accounting of Disclosures.** In fulfillment of your obligations under 45 CFR 164.528, you agree to 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:

- (i) The date of such disclosure;
- (ii) The name and, if known, the address of the recipient of such PHI;
- (iii) A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
- (iv) A brief description of the PHI disclosed; and
- (v) A statement that would reasonably inform Affected Person of the purpose of the disclosure.

You agree to notify MTM immediately upon your discovery of any unauthorized disclosure of Covered Person PHI.

(D) **Mitigation.** You agree to establish procedures for mitigating any deleterious effects of any improper use and/or disclosure of Covered Person PHI.

(E) Disclosures to Workforce and/or Third Parties. You agree to require your employees, agents and independent contractors ("Workforce") to adhere to the restrictions and conditions regarding Covered Person PHI contained in this Section, including, without limitation, the following:

(i) You agree not to disclose Covered Person PHI to any member of your Workforce, unless you have advised such person of your obligations under this Section and the consequences of a violation of these obligations. You agree to take disciplinary action against any member of your Workforce that uses or discloses Covered Person PHI in violation of this Section.

(ii) Except as otherwise authorized under this Agreement, you agree not to disclose Covered Person PHI to any third party without first obtaining our written approval. In addition, you agree not to 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 you, MTM and the applicable MTM Client.

(iii) Any use of Covered Person PHI by your Workforce or disclosure of Covered Person PHI to your Workforce or to third parties must be limited to the minimum amount of Covered Person PHI necessary to achieve the purpose for such use or disclosure.

(F) Access to Records by Subject of Records. You agree to notify MTM immediately in the event you 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"). In fulfillment of your obligations under 45 CFR 164.524, you agree to make available to MTM, or at our request, to the applicable MTM Client, to a Subject or such Subject's Legal Representative, for their review, any Subject PHI in your possession or control.

(G) Amendment to PHI. You agree to notify MTM immediately in the event you receive a request from a Subject to amend or otherwise modify any Subject PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.526, you agree that, at our request, you will make any amendments to Subject PHI that the applicable MTM Client has directed or authorized pursuant to 45 CFR 164.526.

(H) Government Access to Records. You agree to make your policies, books and records relating to the use and disclosure of Covered Person PHI available to the Secretary of the U.S. Department of Health and Human Services, or to the MTM Client, or his or her designee for the purpose of determining whether the applicable MTM Client is in compliance with HIPAA requirements.

(I) Disposition of Records upon Termination. You agree to return to MTM or otherwise destroy all Covered Person PHI in your possession or control upon termination of this Agreement. If such return or destruction of records is not feasible, you agree to continue to extend the protections of this Section to such Covered Person PHI and limit any further use of such Covered Person PHI to those purposes that make the return or destruction of such Covered Person PHI infeasible.

(J) Indemnification. You agree 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 you, or any of your employees, agents or subcontractors, of any HIPAA requirements or of the terms or conditions of this Agreement.

2. Our Obligations. MTM agrees that, in connection with your performance of the Services, MTM shall:

(A) Notification of Restrictions on Use of PHI. MTM agrees to notify you immediately of any restrictions on the use of any Covered Person PHI requested by a Covered Person, agreed to by the applicable MTM Client and communicated to us by the applicable MTM Client.

(B) Notification of Disclosure of Subject PHI to Subject. MTM agrees to notify you immediately in the event the applicable MTM Client desires you to disclose any Subject PHI in your possession or control to the Subject or the Subject's Legal Representative.

(C) Notification of Amendment to Subject PHI. MTM agrees to notify you immediately in the event the applicable MTM Client desires you to amend or otherwise modify any Subject PHI in your possession or control.

Term and Termination. This Agreement will commence on the Effective Date of this Agreement and will continue until such time as the Underlying Agreement expires or is terminated and all PHI provided by or created for MTM is destroyed or returned to MTM or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the provisions of this Agreement or by law. Notwithstanding the foregoing, in the event of a material violation by Business Associate, MTM shall have the right to terminate this Agreement and the Underlying Agreement immediately upon notice to Business Associate.

Third Party Beneficiaries. There are no intended third party beneficiaries of the obligations under this Agreement. Without in any way limiting the foregoing, it is the intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.

Amendment of Underlying Agreement. It is the intention that this Agreement serve as an amendment and supplement to the Underlying Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement will control.

Compliance with Security Requirements. Business Associate shall comply, and shall ensure all agents and subcontractors comply with the Security Requirements of 45 CFR Part 142 with respect to electronic transmission of PHI.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

By: _____

Title: _____