

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE: : Chapter 11
: :
: : Case No. 25-90309 (ARP)
MODIVCARE INC., *et al.*, : :
: : (Jointly administered)
Debtors. : :
: :

FRIENDLY MEDICAL TRANSPORTATION’S LIMITED OBJECTION TO DEBTORS’
NOTICE OF POTENTIAL ASSUMPTION OF CERTAIN DEBTORS’ EXECUTORY
CONTRACTS AND UNEXPIRED LEASES
[Relates to Dkt. 605]

Friendly Medical Transportation (“Friendly”), by and through its undersigned counsel, hereby files this limited objection and reservation of rights (the “Limited Objection”) to the *Notice of Potential Assumption of Certain of Debtors’ Executory Contracts and Unexpired Leases* [Docket No. 605] (the “Cure Notice”) filed by the debtors in the above-captioned proceeding (collectively, the “Debtors”) and in support thereof state as follows:

BACKGROUND

1. On August 20, 2025 (the “Petition Date”), the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas. The Debtors continue to operate the business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Prior to the Petition Date, Friendly was a counterparty to a medical transportation services contract with one of the Debtors—ModivCare Solutions, LLC (the “Friendly Contract”). On the Petition Date, the Debtors owed Friendly \$197,131.07 pursuant to services provided under



the Friendly Contract as well as for past due statutory and contractual penalties and interest. Details of the pre-petition amounts owed pursuant to the Friendly Contract can be found in proof of claim number 1650 filed on October 1, 2025 by Friendly (the “Friendly Claim”). The Friendly Contract is attached to the Friendly Claim. *See* Friendly Claim attached and incorporated herein as **Exhibit A**.

3. Since the Petition Date, ModivCare has continued to request services and Friendly has continuously provided them, pursuant to the Friendly Contract.

4. On October 30, 2025, the Debtors filed the Cure Notice which included a list, attached as Schedule 1-B to the Cure Notice, of contracts to be potentially assumed. There are several variations of names that could be referencing Friendly, each with cure amounts listed at \$0.00, as shown below.

FRIENDLY BEST WAY TRANSPORTATION INC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
Friendly Medical Transportation	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
FRIENDLY NON EMERGENCY TRANSPORT LLC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
FRIENDLY RIDE ACCESS LLC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
Friendly Rise LLC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
FRIENDLY TRANSPORT LLC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
FRIENDLY TRANSPORTATION LLC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
Friends & Family, Inc.	ModivCare Inc.	RPM Customer Agreement	\$0.00
FRIENDS MEDICAL TRANSPORTATION	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00
Friendship at Home	ModivCare Inc.	RPM Customer Agreement	\$0.00
Friendship at Home, Inc.	ModivCare Inc.	RPM Customer Agreement	\$0.00
FRMS ENTERPRISES INC	ModivCare Solutions, LLC	Trip Providers Agreement	\$0.00

LIMITED OBJECTION

5. Friendly does not generally object to assumption of the Friendly Contract, but files this Limited Objection to ensure that the Debtors or other responsible parties pay for all defaults under the Friendly Contract if it is assumed.

6. On October 30, 2025, the Debtors filed and served the Cure Notice where the Debtors provided notice of their potential intention to assume, among other things, a “Trip Providers Agreement,” which is believed to be the Friendly Contract, with a proposed cure amount

of \$0.00. To the extent Friendly is incorrectly listed as “Friendly Transport LLC,” “Friendly Transportation LLC,” or “Friends Medical Transportation” as shown above, this Limited Objection applies to those cure amounts as well. If those names are not intended to reference Friendly, then no objection is made to those specific cure amounts.

7. Section 365(b)(1) of the Bankruptcy Code requires debtors to cure or provide adequate assurance of curing defaults as a condition for assuming such contracts or leases. Friendly objects to the proposed Cure Notice because the amounts needed to cure the past due amounts in connection with the Friendly Contract are currently \$197,131.07 in connection with services provided to the Debtors, as well as for past due statutory and contractual penalties and interest.

8. Friendly reserves its right to amend and/or to supplement this Limited Objection as necessary or appropriate, including to supplement with cure amounts that become due or amounts that, after reconciliation, are due and owing as of the date hereof.

Friendly respectfully requests that his Court enter an order (i) sustaining this objection, (ii) address any changes or adjustments by the Debtors to the proposed cure amount, (iii) to account for any amounts due for additional post-petition services, and (iv) granting Friendly relief consistent with the relief requested herein and such other relief as is just and proper.

Dated: November 14, 2025

Respectfully submitted,

/s/ Zachary McKay

JACKSON WALKER LLP

Zachary McKay (TX Bar No. 24073600)

1401 McKinney Street, Suite 1900

Houston, TX 77010

Telephone: (713) 752-4200

Facsimile: (713) 752-4221

Email: zmckay@jw.com

CERTIFICATE OF SERVICE

The is to certify that on November 14, 2025, a true and correct copy of the foregoing was served upon all parties receiving notice pursuant to the Court's ECF notification system.

/s/ Zachary McKay

Zachary McKay

EXHIBIT A

Fill in this information to identify the case:

Debtor ModivCare Solutions, LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 25-90359

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Friendly Medical Transportation
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Friendly Medical Transportation</u> <u>Jackson Walker LLP Attn: Zachary McKay</u> <u>1401 McKinney St. Suite 1900</u> <u>Houston, Texas 77010, Unites States</u>	
Contact phone <u>713-752-4261</u>	Contact phone _____
Contact email <u>zmckay@jw.com</u>	Contact email _____
Uniform claim identifier (if you use one): _____	

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 197131.07. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Trade claim Statutory and contractual penalties and interest NC GS 58-3-225

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

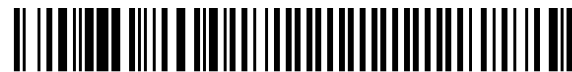
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- No
- Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
- Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

- No
- Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/01/2025
MM / DD / YYYY

/s/Nathan Awalt
Signature

Print the name of the person who is completing and signing this claim:

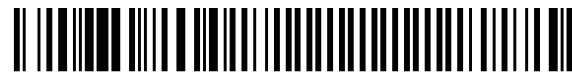
Name Nathan Awalt
First name Middle name Last name

Title Director

Company Friendly Medical Transportation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3402 Mandy Lane, Morehead City, NC, 28557

Contact phone 2528083400 Email nawalt@friendlymedicaltransport.com



For phone assistance: Domestic (888) 733-1521 | International (310) 751-2636

Debtor: 25-90359 - ModivCare Solutions, LLC District: Southern District of Texas, Houston Division		
Creditor: Friendly Medical Transportation Jackson Walker LLP Attn: Zachary McKay 1401 McKinney St. Suite 1900 Houston, Texas, 77010 Unites States Phone: 713-752-4261 Phone 2: Fax: Email: zmckay@jw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Trade claim Statutory and contractual penalties and interest NC GS 58-3-225	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 197131.07	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Nathan Awalt on 01-Oct-2025 11:02:35 a.m. Pacific Time Title: Director Company: Friendly Medical Transportation Optional Signature Address: 3402 Mandy Lane Morehead City, NC, 28557 Telephone Number: 2528083400 Email: nawalt@friendlymedicaltransport.com		

Claim number	Date Of Service	Date Processed	Date Paid	Amount	Amount Paid	Days to Pay	Days Late	Int	Pen1	Sub Total	Remaining Due	CH 11 Date	Days to Pay	Days Late	Int 2	Pen2	Int on Pen1	Tot	Yearly total	Year
22041090	4/22/2022	5/26/2022	3/21/2024	580.04	575.10	665	635	181.64	3651.89	3833.52	4.94	8/19/2025	1181	1151	10.23	56.86	929.28	4762.80		
22050670	5/13/2022	6/24/2022	2/23/2023	560.28	560.28	244	214	59.13	1199.00	1258.13	0.00	8/19/2025	0	0	0.00	0.00	536.89	1795.02		
22050923	5/20/2022	6/24/2022	2/23/2023	575.10	575.10	244	214	60.69	1230.71	1291.41	0.00	8/19/2025	0	0	0.00	0.00	551.09	1842.50		
22050918	5/20/2022	6/24/2022	2/23/2023	177.09	172.15	244	214	18.69	368.40	387.09	4.94	8/19/2025	1152	1122	9.98	55.43	164.96	552.05		
22050987	5/22/2022	6/24/2022	2/23/2023	547.59	547.59	244	214	57.79	1171.84	1229.63	0.00	8/19/2025	0	0	0.00	0.00	524.73	1754.36		
22051039	5/24/2022	6/24/2022	2/23/2023	560.28	560.28	244	214	59.13	1199.00	1258.13	0.00	8/19/2025	0	0	0.00	0.00	536.89	1795.02		
22061051	6/21/2022	6/24/2022	2/23/2023	177.09	172.15	244	214	18.69	368.40	387.09	4.94	8/19/2025	1152	1122	9.98	55.43	164.96	552.05		
22070892	7/2/2022	8/5/2022	4/13/2023	283.43	182.03	251	221	30.89	402.29	433.18	101.40	8/19/2025	1110	1080	197.12	1095.12	170.42	603.59		
22070892R	7/2/2022	8/5/2022	4/13/2023	273.55	182.03	251	221	29.81	402.29	432.10	91.52	8/19/2025	1110	1080	177.91	988.42	170.42	602.51		
22071226	7/27/2022	7/29/2022	4/17/2024	407.57	407.57	628	598	120.19	2437.27	2557.46	0.00	8/19/2025	0	0	0.00	0.00	587.75	3145.21		
22071022	7/29/2022	8/11/2022	3/21/2024	252.03	172.15	588	558	69.35	960.60	1029.95	79.88	8/19/2025	1104	1074	154.42	857.91	244.44	1274.39		
22071022R	7/29/2022	11/4/2022	3/21/2024	252.03	172.15	503	473	58.79	814.27	873.06	79.88	8/19/2025	1019	989	142.20	790.01	207.20	1080.26		
22080322	8/3/2022	8/11/2023	3/21/2024	542.65	542.65	223	193	51.65	1047.31	1098.96	0.00	8/19/2025	0	0	0.00	0.00	266.51	1365.47		
22080578	8/9/2022	9/22/2022	11/25/2022	476.30	476.30	64	34	7.99	161.94	169.93	0.00	8/19/2025	0	0	0.00	0.00	79.70	249.63		
22081150	8/22/2022	8/24/2022	2/24/2023	560.28	560.28	184	154	42.55	862.83	905.38	0.00	8/19/2025	0	0	0.00	0.00	385.93	1291.32		
22090496	9/8/2022	9/20/2022	2/23/2023	426.56	426.56	156	126	26.51	537.47	563.97	0.00	8/19/2025	0	0	0.00	0.00	240.67	804.64		
22090576	9/10/2022	9/15/2022	2/23/2023	167.21	167.21	161	131	10.80	219.05	229.85	0.00	8/19/2025	0	0	0.00	0.00	98.08	327.93		
22090676	9/12/2022	9/15/2022	11/25/2022	246.25	246.25	71	41	4.98	106.96	105.94	0.00	8/19/2025	0	0	0.00	0.00	49.69	155.63		
22090737	9/14/2022	10/4/2022	2/23/2023	306.02	306.02	142	112	16.90	342.74	359.64	0.00	8/19/2025	0	0	0.00	0.00	153.47	513.12		
22090986	9/21/2022	9/22/2022	11/25/2022	275.89	275.89	64	34	4.63	93.80	98.43	0.00	8/19/2025	0	0	0.00	0.00	46.17	144.59		
22090984	9/21/2022	9/30/2022	11/25/2022	527.83	527.83	56	26	6.77	137.24	144.00	0.00	8/19/2025	0	0	0.00	0.00	67.54	211.55		
22091260	9/28/2022	10/7/2022	11/25/2022	560.28	560.28	49	19	5.25	106.45	111.70	0.00	8/19/2025	0	0	0.00	0.00	52.39	164.10		
22100588	10/10/2022	12/28/2022	2/9/2023	520.76	520.76	43	13	3.34	67.70	71.04	0.00	8/19/2025	0	0	0.00	0.00	30.78	101.82		
22101023	10/20/2022	10/25/2022	3/21/2024	560.28	542.65	513	483	133.45	2621.00	2754.45	17.63	8/19/2025	1029	999	31.70	176.12	666.95	3421.41		
22101130	10/23/2022	11/2/2023	3/21/2024	814.35	814.35	140	110	44.18	895.79	939.96	0.00	8/19/2025	0	0	0.00	0.00	227.95	1167.91		
22101130	10/23/2022	11/2/2022	3/21/2024	814.35	814.35	505	475	190.76	3868.16	4058.92	0.00	8/19/2025	0	0	0.00	0.00	984.31	5043.24		
22101236	10/25/2022	11/1/2022	2/23/2023	560.28	560.28	114	84	23.21	470.64	493.84	0.00	8/19/2025	0	0	0.00	0.00	210.74	704.59		
22110264	11/1/2022	11/11/2022	3/21/2024	202.28	201.79	496	466	46.49	940.34	986.83	0.00	8/19/2025	1012	982	0.87	4.81	239.28	1226.11		
22110228	11/3/2022	11/4/2022	3/21/2024	350.61	162.27	503	473	81.78	767.54	849.32	188.34	8/19/2025	1019	989	335.28	1862.68	195.31	1044.63		
22110228R	11/3/2022	11/4/2022	3/21/2024	350.61	162.27	503	473	81.78	767.54	849.32	188.34	8/19/2025	1019	989	335.28	1862.68	195.31	1044.63		
22110534	11/7/2022	11/14/2022	3/21/2024	202.28	201.79	493	463	46.19	934.29	980.47	0.00	8/19/2025	1009	979	0.86	4.80	237.74	1218.22		
22110883	11/14/2022	12/3/2022	3/21/2024	201.79	201.79	474	444	44.18	895.95	940.13	0.00	8/19/2025	0	0	0.00	0.00	227.99	1168.12		
22111202	11/20/2022	12/5/2022	2/9/2023	950.54	950.54	66	36	16.88	342.19	359.07	0.00	8/19/2025	0	0	0.00	0.00	155.59	514.66		
22120459	12/6/2022	12/21/2022	2/9/2023	172.15	172.15	50	20	1.70	34.43	36.13	0.00	8/19/2025	0	0	0.00	0.00	15.65	51.78		
22120815	12/13/2022	12/21/2022	2/9/2023	527.83	527.83	50	20	5.21	105.57	110.77	0.00	8/19/2025	0	0	0.00	0.00	48.00	158.77		
22120976	12/16/2022	12/20/2022	2/9/2023	335.17	320.35	51	21	3.47	67.27	70.74	14.82	8/19/2025	973	943	25.16	139.75	30.59	101.33	41954.96	2022
23010595	1/9/2023	2/14/2023	4/13/2023	335.17	335.17	58	28	4.63	93.85	98.48	0.00	8/19/2025	0	0	0.00	0.00	39.76	138.23		
23010715	1/11/2023	2/16/2023	9/15/2023	868.69	863.75	211	181	77.54	1563.39	1640.93	4.94	8/19/2025	915	885	7.87	43.72	542.77	2183.70		
23010949	1/16/2023	1/18/2023	3/21/2024	295.65	295.65	428	398	58.03	1176.69	1234.72	0.00	8/19/2025	0	0	0.00	0.00	299.43	1534.14		
23010966	1/17/2023	3/8/2023	6/29/2023	172.15	172.15	113	83	7.05	142.88	149.93	0.00	8/19/2025	0	0	0.00	0.00	55.10	205.03		
23011036	1/18/2023	1/20/2023	4/13/2023	374.69	374.69	83	53	9.79	198.59	208.38	0.00	8/19/2025	0	0	0.00	0.00	84.12	292.50		
23011146	1/21/2023	1/23/2023	3/21/2024	295.65	295.65	423	393	57.30	1161.90	1219.20	0.00	8/19/2025	0	0	0.00	0.00	295.66	1514.87		
23011191	1/22/2023	5/16/2023	3/21/2024	172.15	167.21	310	280	23.77	468.19	491.96	4.94	8/19/2025	826	796	7.08	39.32	119.14	611.10		
23011191	1/22/2023	5/16/2023	3/21/2024	172.15	167.21	310	280	23.77	468.19	491.96	4.94	8/19/2025	826	796	7.08	39.32	119.14	611.10		
23011343	1/25/2023	5/11/2023	7/7/2023	172.15	172.15	57	27	2.29	46.48	48.77	0.00	8/19/2025	0	0	0.00	0.00	17.74	66.51		
23011362	1/26/2023	5/16/2023	7/7/2023	167.21	167.21	52	22	1.81	36.79	38.60	0.00	8/19/2025	0	0	0.00	0.00	14.04	52.64		
23011463	1/28/2023	2/2/2023	9/15/2023	918.09	918.09	225	195	88.29	1790.28	1878.56	0.00	8/19/2025	0	0	0.00	0.00	621.54	2500.11		
23011514	1/31/2023	2/1/2023	3/21/2024	575.1	542.65	414	384	108.91	2083.78	2192.68	32.45	8/19/2025	930	900	52.57	292.05	530.25	2722.93		
23020369	2/2/2023	5/11/2023	9/7/2023	496.06	496.06	119	89	21.77	441.49	463.27	0.00	8/19/2025	0	0	0.00	0.00	155.02	618.28		
23020874	2/14/2023	2/16/2023	9/28/2023	950.54	950.54	224	194	90.94	1844.05	1934.99	0.00	8/19/2025	0	0	0.00	0.00	628.39	2563.38		
23020944	2/16/2023	3/6/2023	9/7/2023	191.91	191.91	185	155	14.67	297.46	312.13	0.00	8/19/2025	0	0	0.00	0.00	104.45	416.58		
23021055	2/19/2023	2/23/2023	4/13/2023	191.91	191.91	49	19	1.80	36.46	38.26	0.00	8/19/2025	0	0	0.00	0.00	15.45	53.71		
23021083	2/19/2023	2/23/2023	4/13/2023	182.03	182.03	49	19	1.71	34.59	36.29	0.00	8/19/2025	0	0	0.00	0.00	14.65	50.94		
23021170	2/21/2023	3/10/2023	6/29/2023	950.54	950.54	111	81	37.97	769.94	807.91	0.00	8/19/2025	0	0	0.00	0.00	296.92	1104.83		
23021161	2/21/2023	3/10/2023	6/29/2023	167.21	167.21	111	81	6.68	135.44	142.12	0.00	8/19/2025	0	0	0.00	0.00	52.23	194.35		
23021257	2/23/2023	2/24/2023	4/13/2023	172.15	172.15	48	18	1.53	30.99	32.52	0.00	8/19/2025	0	0	0.00	0.00	13.13	45.64		
23021115	2/23/2023	2/24/2023																		

23060611	6/10/2023	6/12/2023	9/7/2023	295.65	290.71	87	57	8.31	165.70	174.02	4.94	8/19/2025	799	769	6.84	37.99	58.18	232.20
23060893	6/17/2023	6/20/2023	9/7/2023	496.06	496.06	79	49	11.99	243.07	255.06	0.00	8/19/2025	0	0	0.00	0.00	85.35	340.40
23061296	6/28/2023	6/29/2023	9/7/2023	945.19	945.19	70	40	18.64	378.08	396.72	0.00	8/19/2025	0	0	0.00	0.00	132.75	529.47
23061324	6/30/2023	8/1/2023	9/28/2023	221.55	221.55	28	28	3.06	62.03	65.09	0.00	8/19/2025	0	0	0.00	0.00	21.14	86.23
23061325	6/30/2023	7/17/2023	9/7/2023	164.74	164.74	52	22	1.79	36.24	38.03	0.00	8/19/2025	0	0	0.00	0.00	12.73	50.76
23070293	7/3/2023	7/13/2023	9/7/2023	173.63	172.15	56	26	2.23	44.76	46.99	1.48	8/19/2025	768	738	1.97	10.92	15.72	62.70
23070385	7/5/2023	7/12/2023	3/21/2024	918.09	918.09	253	223	100.96	2047.34	2148.31	0.00	8/19/2025	0	0	0.00	0.00	520.98	2669.28
23070449	7/7/2023	7/11/2023	3/21/2024	167.21	167.21	254	224	18.47	374.55	393.02	0.00	8/19/2025	0	0	0.00	0.00	95.31	488.33
23070528	7/10/2023	7/18/2023	12/6/2024	1024.64	1024.64	507	477	241.03	4887.53	5128.56	0.00	8/19/2025	0	0	0.00	0.00	617.03	5745.60
23070149	7/10/2023	7/18/2023	3/21/2024	263.8	186.97	247	217	28.23	405.72	433.96	76.83	8/19/2025	763	733	101.37	563.16	103.24	537.20
23070149R	7/10/2023	7/18/2023	3/21/2024	263.48	186.97	247	217	28.20	405.72	433.92	76.51	8/19/2025	763	733	100.95	560.82	103.24	537.16
23070580	7/10/2023	7/20/2023	9/28/2023	949.55	949.55	70	40	18.73	379.82	398.55	0.00	8/19/2025	0	0	0.00	0.00	129.43	527.98
23070416	7/14/2023	7/18/2023	3/21/2024	248.85	182.03	247	217	26.63	395.01	421.64	66.82	8/19/2025	763	733	88.16	489.79	100.52	522.15
23070416R	7/14/2023	7/18/2023	3/21/2024	250.54	182.03	247	217	26.81	395.01	421.82	68.51	8/19/2025	763	733	90.39	502.18	100.52	522.33
23070650	7/17/2023	7/18/2023	3/21/2024	259.03	182.03	247	217	27.72	395.01	422.72	77.00	8/19/2025	763	733	101.59	564.41	100.52	523.24
23070650R	7/17/2023	7/18/2023	3/21/2024	260.62	182.03	247	217	27.89	395.01	422.90	78.59	8/19/2025	763	733	103.69	576.06	100.52	523.41
23080340	8/3/2023	8/4/2023	3/21/2024	221.55	221.55	230	200	21.85	443.10	464.95	0.00	8/19/2025	0	0	0.00	0.00	112.75	577.71
23080414	8/5/2023	12/29/2023	3/21/2024	167.21	167.21	83	53	4.37	88.62	92.99	0.00	8/19/2025	0	0	0.00	0.00	22.55	115.54
23080660	8/11/2023	8/15/2023	4/4/2024	464.6	463.61	233	203	46.51	941.13	987.64	0.99	8/19/2025	735	705	1.26	6.98	232.99	1220.63
23080880	8/17/2023	8/31/2023	3/21/2024	221.55	221.55	203	173	18.90	383.28	402.18	0.00	8/19/2025	0	0	0.00	0.00	97.53	499.72
23081208	8/27/2023	8/29/2023	3/21/2024	950.54	918.09	205	175	82.03	1606.66	1688.69	32.45	8/19/2025	721	691	40.36	224.23	408.84	2097.53
23081239	8/29/2023	9/1/2023	3/21/2024	723.3	690.85	202	172	61.35	1188.26	1249.61	32.45	8/19/2025	718	688	40.19	223.26	302.37	1551.99
23080752	8/29/2023	8/31/2023	3/21/2024	248.85	183.02	203	173	21.23	316.62	337.86	65.83	8/19/2025	719	689	81.64	453.57	80.57	418.43
23080752R	8/29/2023	8/31/2023	3/21/2024	248.85	183.02	203	173	21.23	316.62	337.86	65.83	8/19/2025	719	689	81.64	453.57	80.57	418.43
23090229	9/1/2023	9/5/2023	3/21/2024	949.55	918.09	198	168	78.67	1542.39	1621.06	31.46	8/19/2025	714	684	38.73	215.19	392.49	2013.55
23090333	9/5/2023	9/13/2023	5/9/2024	497.05	497.05	239	209	51.23	1038.83	1090.06	0.00	8/19/2025	0	0	0.00	0.00	239.25	1329.31
23090392	9/7/2023	9/8/2023	3/21/2024	167.21	167.21	195	165	13.61	275.90	289.50	0.00	8/19/2025	0	0	0.00	0.00	70.21	359.71
23090589	9/12/2023	9/14/2023	3/21/2024	464.6	463.61	189	159	36.43	737.14	773.57	0.99	8/19/2025	705	675	1.20	6.68	187.58	961.15
23090679	9/14/2023	9/15/2023	3/21/2024	226.49	226.49	188	158	17.65	357.85	375.50	0.00	8/19/2025	0	0	0.00	0.00	91.06	466.56
23090469	9/22/2023	9/28/2023	3/6/2024	249.8	249.80	160	130	16.01	324.74	340.75	0.00	8/19/2025	0	0	0.00	0.00	85.04	425.79
23090469R	9/22/2023	9/28/2023	3/6/2024	249.8	249.80	160	130	16.01	324.74	340.75	0.00	8/19/2025	0	0	0.00	0.00	85.04	425.79
23090972	9/23/2023	9/25/2023	3/21/2024	950.54	918.09	178	148	69.38	1358.77	1428.15	32.45	8/19/2025	694	664	38.78	215.47	345.76	1773.91
23090908	9/25/2023	9/26/2023	3/21/2024	999.73	913.15	177	147	72.47	1342.33	1414.80	86.58	8/19/2025	693	663	103.32	574.03	341.58	1756.38
23090908R	9/25/2023	9/26/2023	3/21/2024	994.79	908.21	177	147	72.12	1335.07	1407.18	86.58	8/19/2025	693	663	103.32	574.03	339.73	1746.91
23100127	10/3/2023	10/4/2023	3/21/2024	984.91	898.33	169	139	67.51	1248.68	1316.19	86.58	8/19/2025	685	655	102.08	567.10	317.75	1633.94
23100127R	10/3/2023	10/4/2023	3/21/2024	994.79	898.33	169	139	68.19	1248.68	1316.87	86.58	8/19/2025	685	655	113.73	631.81	317.75	1634.62
23100333	10/4/2023	10/6/2023	3/21/2024	945.6	908.21	167	137	63.89	1244.25	1308.13	37.39	8/19/2025	683	653	43.95	244.16	316.62	1624.75
23100471	10/8/2023	10/10/2023	3/21/2024	221.55	221.55	163	133	14.53	294.66	309.19	0.00	8/19/2025	0	0	0.00	0.00	74.98	384.17
23100674	10/13/2023	11/17/2023	3/21/2024	723.3	690.85	125	95	33.89	656.31	690.19	32.45	8/19/2025	641	611	35.69	198.27	167.01	857.20
23100655	10/17/2023	10/19/2023	3/21/2024	278.49	270.95	154	124	17.03	335.98	353.01	7.54	8/19/2025	670	640	8.69	48.26	85.49	438.50
23100655R	10/17/2023	10/19/2023	3/21/2024	278.49	270.95	154	124	17.03	335.98	353.01	7.54	8/19/2025	670	640	8.69	48.26	85.49	438.50
23100886	10/19/2023	10/20/2023	3/21/2024	221.06	221.55	153	123	13.41	272.51	285.92	-0.49	8/19/2025	669	639	-0.56	-3.13	69.34	355.26
23100832	10/25/2023	11/1/2023	3/21/2024	984.91	898.33	141	111	53.91	997.15	1051.06	86.58	8/19/2025	657	627	97.71	542.86	253.74	1304.80
23100832R	10/25/2023	11/1/2023	3/21/2024	984.91	898.33	141	111	53.91	997.15	1051.06	86.58	8/19/2025	657	627	97.71	542.86	253.74	1304.80
23101186	10/28/2023	10/30/2023	3/21/2024	918.09	918.09	143	113	51.16	1037.44	1088.60	0.00	8/19/2025	0	0	0.00	0.00	263.99	1352.60
23110080	11/2/2023	11/3/2023	3/21/2024	264.11	182.03	139	109	14.20	198.41	212.61	82.08	8/19/2025	655	625	92.30	513.00	50.49	263.10
23110080R	11/2/2023	11/3/2023	3/21/2024	260.62	182.03	139	109	14.01	198.41	212.42	78.59	8/19/2025	655	625	88.41	491.19	50.49	262.91
23110283	11/3/2023	11/6/2023	3/21/2024	769.89	769.89	136	106	40.25	816.08	856.33	0.00	8/19/2025	0	0	0.00	0.00	207.67	1063.99
23110180	11/3/2023	11/7/2023	3/21/2024	994.79	908.21	135	105	51.51	953.62	1005.13	86.58	8/19/2025	651	621	96.78	537.66	242.66	1247.80
23110180R	11/3/2023	11/7/2023	3/21/2024	984.21	898.33	135	105	50.96	943.25	994.21	85.58	8/19/2025	651	621	96.78	533.31	240.02	1234.23
23110250	11/6/2023	11/8/2023	3/21/2024	913.15	913.15	134	104	46.83	949.68	996.51	0.00	8/19/2025	0	0	0.00	0.00	241.66	1238.17
23110124	11/7/2023	11/14/2023	3/21/2024	386.23	379.63	128	98	18.67	372.04	390.70	6.60	8/19/2025	644	614	7.29	40.52	94.67	485.37
23110124R	11/7/2023	11/14/2023	3/21/2024	388.77	379.63	128	98	18.79	372.04	390.83	9.14	8/19/2025	644	614	10.10	56.12	94.67	485.50
23110452	11/8/2023	11/9/2023	3/21/2024	167.21	167.21	133	103	8.49	172.23	180.72	0.00	8/19/2025	0	0	0.00	0.00	43.83	224.55
23110706	11/14/2023	11/15/2023	3/21/2024	221.55	221.55	127	97	10.60	214.90	225.50	0.00	8/19/2025	0	0	0.00	0.00	54.69	280.19
23110694	11/14/2023	11/17/2023	3/21/2024	172.15	172.15	125	95	8.07	163.54	171.61	0.00	8/19/2025	0	0	0.00	0.00	41.62	213.22
23110521	11/15/2023	11/16/2023	3/21/2024	550.19	463.61	126	96	26.05	445.07	471.11	86.58	8/19/2025	642	612	95.38	529.87	113.25	584.37
23110521R	11/15/2023	11/16/2023	3/21/2024	545.74	458.67	126	96	25.84	440.32	466.16	87.07	8/19/2025	642	612	95.92	532.87	112.05	578.21
23110842	11/17/2023	11/21/2023	3/21/2024	196.85	196.85	121	91	8.83	179.13	187.97								

24010104R	1/4/2024	1/5/2024	3/28/2024	601.83	601.83	83	53	15.73	318.97	334.70	0.00	8/19/2025	0	0	0.00	0.00	80.07	414.77
24010824	1/18/2024	1/25/2024	4/4/2024	164.74	164.74	70	40	3.25	65.90	69.15	0.00	8/19/2025	0	0	0.00	0.00	16.31	85.46
24020396	2/6/2024	7/22/2024	10/25/2024	464.60	463.61	95	65	14.89	301.35	316.24	0.99	8/19/2025	393	363	0.65	3.59	44.29	360.52
24020666	2/13/2024	2/15/2024	3/21/2024	489.64	463.61	35	5	1.21	23.18	24.39	26.03	8/19/2025	551	521	24.41	135.62	5.90	30.29
24020750	2/15/2024	2/21/2024	3/21/2024	565.22	532.77	29	0	0.00	0.00	0.00	32.45	8/19/2025	545	515	30.08	167.12	0.00	0.00
24020782	2/16/2024	2/19/2024	4/25/2024	172.15	172.15	66	36	3.06	61.97	65.03	0.00	8/19/2025	0	0	0.00	0.00	14.70	79.73
24020811	2/18/2024	2/20/2024	3/21/2024	945.6	908.21	30	0	0.00	0.00	0.00	37.39	8/19/2025	546	516	34.73	192.93	0.00	0.00
24020959	2/26/2024	2/28/2024	11/4/2024	251.71	251.71	250	220	27.31	553.76	581.07	0.00	8/19/2025	0	0	0.00	0.00	78.65	659.72
24020959R	2/26/2024	2/28/2024	11/4/2024	251.71	251.71	250	220	27.31	553.76	581.07	0.00	8/19/2025	0	0	0.00	0.00	78.65	659.72
24030260	3/2/2024	4/25/2024	5/9/2024	489.64	463.61	14	0	0.00	0.00	0.00	26.03	8/19/2025	481	451	21.13	117.40	0.00	0.00
24030536	3/9/2024	3/13/2024	11/4/2024	497.05	497.05	236	206	50.49	1023.92	1074.42	0.00	8/19/2025	0	0	0.00	0.00	145.43	1219.84
24030701	3/15/2024	3/20/2024	12/5/2024	560.28	532.77	260	230	63.55	1225.37	1288.92	27.51	8/19/2025	517	487	24.12	133.97	155.30	1444.22
24030831	3/19/2024	3/25/2024	12/5/2024	489.64	489.64	255	225	54.33	1101.69	1156.02	0.00	8/19/2025	0	0	0.00	0.00	139.63	1295.65
24020266	3/19/2024	3/25/2024	4/26/2024	338.21	338.21	32	2	0.33	6.76	7.10	0.00	8/19/2025	0	0	0.00	0.00	1.60	8.70
24020266R	3/19/2024	3/25/2024	4/26/2024	338.21	338.21	32	2	0.33	6.76	7.10	0.00	8/19/2025	0	0	0.00	0.00	1.60	8.70
24030938	3/23/2024	3/25/2024	10/25/2024	723.30	723.30	214	184	65.63	1320.87	1396.50	0.00	8/19/2025	0	0	0.00	0.00	195.58	1592.09
24030905	3/25/2024	3/26/2024	11/4/2024	248.85	248.85	223	193	23.69	480.28	503.97	0.00	8/19/2025	0	0	0.00	0.00	68.21	572.18
24030905R	3/25/2024	3/26/2024	11/4/2024	248.85	248.85	223	193	23.69	480.28	503.97	0.00	8/19/2025	0	0	0.00	0.00	68.21	572.18
24031098	3/30/2024	4/3/2024	11/4/2024	497.05	497.05	215	185	45.35	919.54	964.89	0.00	8/19/2025	0	0	0.00	0.00	130.60	1095.49
24040053	4/1/2024	4/3/2024	11/4/2024	262.52	262.52	215	185	23.95	485.66	509.61	0.00	8/19/2025	0	0	0.00	0.00	68.98	578.59
24040053R	4/1/2024	4/3/2024	11/4/2024	262.52	262.52	215	185	23.95	485.66	509.61	0.00	8/19/2025	0	0	0.00	0.00	68.98	578.59
24040261	4/2/2024	4/25/2024	5/9/2024	497.05	496.06	14	0	0.00	0.00	0.00	0.99	8/19/2025	481	451	0.80	4.46	0.00	0.00
24040412	4/5/2024	4/19/2024	6/20/2024	497.05	496.06	62	32	7.84	158.74	166.58	0.99	8/19/2025	487	457	0.81	4.52	33.27	199.85
24040625	4/11/2024	4/17/2024	6/20/2024	377.99	377.99	64	34	6.34	134.69	134.69	0.49	8/19/2025	489	459	0.40	2.25	26.90	161.59
24040698	4/14/2024	4/17/2024	6/20/2024	170.17	170.17	64	34	2.85	57.86	60.71	0.00	8/19/2025	0	0	0.00	0.00	12.13	72.84
24040728	4/15/2024	5/20/2024	9/20/2024	396.92	396.75	123	93	18.20	368.98	387.18	0.17	8/19/2025	456	426	0.13	0.72	60.59	447.77
24040351	4/18/2024	4/22/2024	10/25/2024	262.52	262.52	186	156	20.20	409.53	429.73	0.00	8/19/2025	0	0	0.00	0.00	60.18	489.91
24040351R	4/18/2024	4/22/2024	10/25/2024	262.52	262.52	186	156	20.20	409.53	429.73	0.00	8/19/2025	0	0	0.00	0.00	60.18	489.91
24040907	4/20/2024	4/23/2024	7/5/2024	560.28	560.28	73	43	11.88	240.92	252.80	0.00	8/19/2025	0	0	0.00	0.00	48.71	301.51
24040907R	4/20/2024	4/23/2024	7/5/2024	560.28	560.28	73	43	11.88	240.92	252.80	0.00	8/19/2025	0	0	0.00	0.00	48.71	301.51
24040973	4/22/2024	4/24/2024	6/20/2024	497.05	496.06	57	27	6.62	133.94	140.55	0.99	8/19/2025	482	452	0.81	4.47	28.07	168.63
24040969	4/24/2024	4/30/2024	6/20/2024	379.23	379.23	51	21	3.93	79.64	83.57	0.00	8/19/2025	0	0	0.00	0.00	16.69	100.26
24040969R	4/24/2024	4/30/2024	6/20/2024	379.23	379.23	51	21	3.93	79.64	83.57	0.00	8/19/2025	0	0	0.00	0.00	16.69	100.26
24040646	4/24/2024	4/25/2024	11/4/2024	279.06	279.06	193	163	22.43	454.87	477.30	0.00	8/19/2025	0	0	0.00	0.00	64.60	541.90
24040646R	4/24/2024	4/25/2024	11/4/2024	279.06	279.06	193	163	22.43	454.87	477.30	0.00	8/19/2025	0	0	0.00	0.00	64.60	541.90
24040830	4/24/2024	4/25/2024	11/4/2024	255.53	255.53	193	163	20.54	416.51	437.05	0.00	8/19/2025	0	0	0.00	0.00	59.16	496.21
24040830R	4/24/2024	4/25/2024	11/4/2024	255.53	255.53	193	163	20.54	416.51	437.05	0.00	8/19/2025	0	0	0.00	0.00	59.16	496.21
24041056	4/30/2024	5/1/2024	6/20/2024	430.11	430.11	50	20	4.24	86.02	90.26	0.00	8/19/2025	0	0	0.00	0.00	18.03	108.29
24041056R	4/30/2024	5/1/2024	6/20/2024	430.11	430.11	50	20	4.24	86.02	90.26	0.00	8/19/2025	0	0	0.00	0.00	18.03	108.29
24050107	5/1/2024	5/2/2024	11/4/2024	248.85	248.85	186	156	19.14	388.21	407.35	0.00	8/19/2025	0	0	0.00	0.00	55.14	462.49
24050107R	5/1/2024	5/2/2024	11/4/2024	248.85	248.85	186	156	19.14	388.21	407.35	0.00	8/19/2025	0	0	0.00	0.00	55.14	462.49
24050391	5/6/2024	5/8/2024	6/27/2024	464.60	463.61	50	20	4.58	92.72	97.30	0.99	8/19/2025	468	438	0.78	4.34	19.11	116.42
24050423	5/6/2024	5/8/2024	6/20/2024	224.85	224.36	43	13	1.44	29.17	30.61	0.49	8/19/2025	468	438	0.39	2.15	6.11	36.72
24050432	5/8/2024	5/9/2024	11/4/2024	248.85	248.85	179	149	18.29	370.79	389.07	0.00	8/19/2025	0	0	0.00	0.00	52.66	441.73
24050432R	5/8/2024	5/9/2024	11/4/2024	248.85	248.85	179	149	18.29	370.79	389.07	0.00	8/19/2025	0	0	0.00	0.00	52.66	441.73
24050070	5/9/2024	5/10/2024	10/25/2024	566.85	566.85	168	138	38.58	782.25	820.83	0.00	8/19/2025	0	0	0.00	0.00	114.96	935.79
24050070R	5/9/2024	5/10/2024	10/25/2024	566.85	566.85	168	138	38.58	782.25	820.83	0.00	8/19/2025	0	0	0.00	0.00	114.96	935.79
24050613	5/11/2024	5/15/2024	6/27/2024	377.99	377.99	43	13	2.42	49.14	51.56	0.00	8/19/2025	0	0	0.00	0.00	10.13	61.69
24050585	5/15/2024	5/17/2024	10/25/2024	248.85	248.00	161	131	16.08	324.88	340.96	0.85	8/19/2025	459	429	0.66	3.65	47.74	388.70
24050585R	5/15/2024	5/17/2024	10/25/2024	248.85	248.00	161	131	16.08	324.88	340.96	0.85	8/19/2025	459	429	0.66	3.65	47.74	388.70
24050821	5/17/2024	5/20/2024	10/25/2024	496.06	496.06	158	128	31.31	634.96	666.27	0.00	8/19/2025	0	0	0.00	0.00	93.31	759.58
24050806	5/22/2024	5/23/2024	11/4/2024	248.85	248.85	165	135	16.57	335.95	352.51	0.00	8/19/2025	0	0	0.00	0.00	47.71	400.23
24050806R	5/22/2024	5/23/2024	11/4/2024	248.85	248.85	165	135	16.57	335.95	352.51	0.00	8/19/2025	0	0	0.00	0.00	47.71	400.23
24050965	5/30/2024	5/31/2024	10/4/2024	354.43	354.43	126	96	16.78	340.25	357.03	0.00	8/19/2025	0	0	0.00	0.00	53.53	410.56
24050965R	5/30/2024	5/31/2024	10/4/2024	354.43	354.43	126	96	16.78	340.25	357.03	0.00	8/19/2025	0	0	0.00	0.00	53.53	410.56
24060163	6/5/2024	6/11/2024	10/25/2024	248.85	248.85	136	106	13.01	263.78	276.79	0.00	8/19/2025	0	0	0.00	0.00	38.76	315.55
24060163R	6/5/2024	6/11/2024	10/25/2024	248.85	248.85	136	106	13.01	263.78	276.79	0.00	8/19/2025	0	0	0.00	0.00	38.76	315.55
24060330	6/6/2024	6/11/2024	9/20/2024	464.60	463.61	101	71	16.27	329.16	345.43	0.99	8/19/2025	434	404	0.72	4.00	54.05	399.49
24060372	6/12/2024	6/13/2024	11/4/2024	248.85	248.85	144	114	13.99	283.69	297.68	0.00	8/19/2025	0	0	0.00	0.00	40.29	337.97
24060372R	6/12/2024	6/13/2024	11/4/2024	248.85	248.85	144	114	13.99	283.69	297.68	0.00	8/19/2025	0	0	0.00	0.00	40.29	337.97
24060582	6/14/2024	6/17/2024	9/24/2024	913.15	908.21	99												

24070067R	7/17/2024	7/22/2024	10/25/2024	248.85	248.85	95	65	7.98	161.75	169.73	0.00	8/19/2025	0	0	0.00	0.00	23.77	193.50
24070067	7/17/2024	7/22/2024	10/25/2024	248.85	248.85	95	65	7.98	161.75	169.73	0.00	8/19/2025	0	0	0.00	0.00	23.77	193.50
24070459	7/26/2024	7/30/2024	11/1/2024	248.85	231.43	94	64	7.85	148.12	155.97	17.42	8/19/2025	385	355	11.13	61.84	21.26	177.22
24070459R	7/26/2024	7/30/2024	11/1/2024	248.85	231.43	94	64	7.85	148.12	155.97	17.42	8/19/2025	385	355	11.13	61.84	21.26	177.22
24071153	7/27/2024	7/30/2024	11/1/2024	496.06	496.06	94	64	15.69	317.48	333.17	0.99	8/19/2025	385	355	0.63	3.51	45.56	378.73
24071177	7/29/2024	7/30/2024	10/25/2024	497.05	496.06	87	57	13.97	282.75	296.73	0.99	8/19/2025	385	355	0.63	3.51	41.55	338.28
24080282	8/1/2024	8/5/2024	11/1/2024	950.54	940.66	88	58	27.19	545.58	572.77	9.88	8/19/2025	379	349	6.21	34.48	78.29	651.07
24080372	8/5/2024	8/13/2024	10/25/2024	173.63	172.15	73	43	3.68	74.02	77.71	1.48	8/19/2025	371	341	0.91	5.05	10.88	88.58
24080095	8/6/2024	9/18/2024	11/15/2024	248.85	248.85	58	28	3.44	69.68	73.11	0.00	8/19/2025	0	0	0.00	0.00	9.52	82.63
24080095R	8/6/2024	9/18/2024	11/15/2024	248.85	248.85	58	28	3.44	69.68	73.11	0.00	8/19/2025	0	0	0.00	0.00	9.52	82.63
24080455	8/7/2024	8/14/2024	10/25/2024	305.53	305.53	72	42	6.33	128.32	134.65	0.00	8/19/2025	0	0	0.00	0.00	18.86	153.51
24080183	8/8/2024	8/9/2024	10/25/2024	277.47	246.25	77	47	6.43	115.74	122.17	31.22	8/19/2025	375	345	19.39	107.71	17.01	139.18
24080183R	8/8/2024	8/9/2024	10/25/2024	277.47	246.25	77	47	6.43	115.74	122.17	31.22	8/19/2025	375	345	19.39	107.71	17.01	139.18
24080635	8/11/2024	8/15/2024	10/25/2024	945.60	945.60	71	41	19.12	387.70	406.82	0.00	8/19/2025	0	0	0.00	0.00	56.98	463.79
24080668	8/12/2024	8/13/2024	10/25/2024	414.21	414.21	73	43	8.78	178.11	186.89	0.00	8/19/2025	0	0	0.00	0.00	26.17	213.07
24080563R	8/14/2024	8/19/2024	10/25/2024	255.21	248.85	67	37	4.66	92.07	96.73	6.36	8/19/2025	365	335	3.84	21.31	13.53	110.26
24080563	8/14/2024	8/19/2024	10/25/2024	255.21	248.85	67	37	4.66	92.07	96.73	6.36	8/19/2025	365	335	3.84	21.31	13.53	110.26
24080736	8/14/2024	8/15/2024	10/25/2024	195.86	195.86	71	41	3.96	80.30	84.26	0.00	8/19/2025	0	0	0.00	0.00	11.80	96.06
24080769	8/15/2024	8/16/2024	10/25/2024	495.07	495.07	70	40	9.77	198.03	207.79	0.00	8/19/2025	0	0	0.00	0.00	29.10	236.90
24080715R	8/15/2024	8/16/2024	11/1/2024	497.70	474.00	77	47	11.54	222.78	234.32	23.70	8/19/2025	368	338	14.42	80.11	31.97	266.29
24080715	8/15/2024	8/16/2024	11/1/2024	497.70	474.00	77	47	11.54	222.78	234.32	23.70	8/19/2025	368	338	14.42	80.11	31.97	266.29
24080816	8/16/2024	8/21/2024	10/25/2024	173.63	172.15	65	35	3.00	60.25	63.25	1.48	8/19/2025	363	333	0.89	4.93	8.85	72.10
24080275R	8/16/2024	8/19/2024	11/1/2024	267.93	191.91	74	44	5.81	84.44	90.25	76.02	8/19/2025	365	335	45.84	254.67	12.12	102.37
24080275	8/16/2024	8/19/2024	11/1/2024	267.93	191.91	74	44	5.81	84.44	90.25	76.02	8/19/2025	365	335	45.84	254.67	12.12	102.37
24080884	8/19/2024	8/29/2024	10/25/2024	377.99	377.50	57	27	5.03	101.93	106.96	0.49	8/19/2025	355	325	0.29	1.59	14.98	121.94
24080939	8/20/2024	8/21/2024	10/25/2024	225.50	225.50	65	35	3.89	78.93	82.82	0.00	8/19/2025	0	0	0.00	0.00	11.60	94.42
24080093	8/21/2024	10/30/2024	11/15/2024	312.45	248.85	16	0	0.00	0.00	0.00	63.60	8/19/2025	293	263	30.11	167.27	0.00	0.00
24080093R	8/21/2024	10/30/2024	11/15/2024	312.45	248.85	16	0	0.00	0.00	0.00	63.60	8/19/2025	293	263	30.11	167.27	0.00	0.00
24080654	8/22/2024	8/29/2024	10/25/2024	303.86	246.25	57	27	4.05	66.49	70.53	57.61	8/19/2025	355	325	33.70	187.23	9.77	80.30
24080654R	8/22/2024	8/29/2024	10/25/2024	303.86	246.25	57	27	4.05	66.49	70.53	57.61	8/19/2025	355	325	33.70	187.23	9.77	80.30
24080092	8/22/2024	10/30/2024	11/15/2024	312.45	248.85	16	0	0.00	0.00	0.00	63.60	8/19/2025	293	263	30.11	167.27	0.00	0.00
24080092R	8/22/2024	10/30/2024	11/15/2024	312.45	248.85	16	0	0.00	0.00	0.00	63.60	8/19/2025	293	263	30.11	167.27	0.00	0.00
24090180	8/31/2024	9/9/2024	11/15/2024	497.54	497.54	67	37	9.08	184.09	193.17	0.00	8/19/2025	0	0	0.00	0.00	25.15	218.32
24090215	9/2/2024	9/4/2024	10/25/2024	377.99	377.50	51	21	3.91	79.28	83.19	0.49	8/19/2025	349	319	0.28	1.56	11.65	94.84
24090237	9/3/2024	9/11/2024	10/25/2024	397.26	397.26	44	14	2.74	55.62	58.36	0.00	8/19/2025	0	0	0.00	0.00	8.17	66.53
24090372	9/5/2024	9/11/2024	11/1/2024	463.61	291.46	51	21	4.80	61.21	66.01	172.15	8/19/2025	342	312	96.68	537.11	8.78	74.79
24090039	9/5/2024	9/5/2024	10/25/2024	246.25	246.25	50	20	2.43	49.25	51.68	0.00	8/19/2025	0	0	0.00	0.00	7.24	58.92
24090039R	9/5/2024	9/5/2024	10/25/2024	246.25	246.25	50	20	2.43	49.25	51.68	0.00	8/19/2025	0	0	0.00	0.00	7.24	58.92
24090542	9/12/2024	9/13/2024	11/15/2024	940.66	940.66	63	33	15.31	310.42	325.73	0.00	8/19/2025	0	0	0.00	0.00	42.40	368.13
24090146	9/13/2024	9/13/2024	11/15/2024	293.37	248.85	59	29	4.20	72.17	76.36	44.52	8/19/2025	336	306	24.52	136.23	9.86	86.22
24090146R	9/13/2024	9/17/2024	11/15/2024	293.37	248.85	59	29	4.20	72.17	76.36	44.52	8/19/2025	336	306	24.52	136.23	9.86	86.22
24090667	9/14/2024	9/20/2024	11/15/2024	209.69	209.69	56	26	2.69	54.52	57.21	0.00	8/19/2025	0	0	0.00	0.00	7.45	64.66
24090724	9/16/2024	9/18/2024	11/15/2024	918.09	918.09	58	28	12.68	257.07	269.74	0.00	8/19/2025	0	0	0.00	0.00	35.12	304.86
24090833	9/18/2024	9/20/2024	11/15/2024	560.28	560.28	56	26	7.18	145.67	152.86	0.00	8/19/2025	0	0	0.00	0.00	19.90	172.76
24090878	9/20/2024	9/23/2024	11/15/2024	465.09	465.09	53	23	5.28	106.97	112.25	0.00	8/19/2025	0	0	0.00	0.00	14.61	126.86
24110858	11/26/2024	11/29/2024	1/31/2025	512.79	512.79	63	33	8.35	169.22	177.57	0.00	8/19/2025	0	0	0.00	0.00	16.69	194.26
25010097	1/10/2025	1/13/2025	7/11/2025	401.49	248.85	179	149	29.50	370.79	400.29	152.64	8/19/2025	218	188	51.65	286.96	7.13	407.42
25010097R	1/10/2025	1/13/2025	7/11/2025	401.49	248.85	179	149	29.50	370.79	400.29	152.64	8/19/2025	218	188	51.65	286.96	7.13	407.42
25010701	1/14/2025	1/16/2025	8/22/2025	827.04	827.04	218	188	76.68	1554.84	1631.51	0.00	8/19/2025	0	0	0.00	0.00	0.00	1631.51
25010567	1/15/2025	1/16/2025	8/22/2025	312.13	248.85	218	188	28.94	467.84	496.78	63.28	8/19/2025	215	185	21.07	117.07	0.00	496.78
25010567R	1/15/2025	1/16/2025	8/22/2025	312.13	248.85	218	188	28.94	467.84	496.78	63.28	8/19/2025	215	185	21.07	117.07	0.00	496.78

40815.89 2024

2025 from this sheet 3439.90
 Total from other sheet \$16,302.39
 Total of 2025 = \$19,742.29 2025
 \$197,131.07

payment from Participants or the Client for its services.

- C. Orientation. MODIVCARE shall provide one or more orientation sessions for Provider staff, which will be offered at a MODIVCARE regional office, Provider's base of operations, a third-party meeting space (e.g. hotel conference site), or via web-conference. Provider is responsible for ensuring that it and its employees and drivers understand all requirements and procedures for the provision of services pursuant to this Agreement.
- D. Audit. MODIVCARE and Client shall have the unconditional right, but not an obligation, to audit Provider's operations and records to confirm compliance with the Agreement. Provider agrees to provide prompt and reasonable physical access to its business office and access to any requested records for this purpose.

II. RESPONSIBILITIES OF PROVIDER. Provider shall provide non-emergency medical transportation to Participants and their escorts, attendants and assistants as requested by MODIVCARE in a manner to ensure the safety of all passengers. All transportation shall be performed in accordance with the terms of this Agreement (including all amendments and addenda, as applicable), and MODIVCARE's North Carolina Transportation Provider Manual ("Provider Manual"), which may be amended by MODIVCARE from time to time and is incorporated by reference and is a part of this contract. In the event of a conflict between this Agreement and the Provider Manual, the terms of this Agreement will prevail.

A. General Operational Requirements.

- 1. Provider shall designate in writing (in Exhibit E) a person empowered by Provider to effect any necessary decision or actions and to be available for consultation or conference with MODIVCARE or its designated agent regarding its performance under this Agreement.
- 2. Provider must be enrolled and maintain active status in the State of North Carolina NCTracks system throughout the term of this Agreement.
- 3. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, or non-emergency ambulance.
- 4. Provider shall provide safe, reliable, professional, cost effective transportation services in the least intrusive way possible for Participants, while ensuring that Participants:
 - a. arrive at the designated destination;
 - b. arrive on time;
 - c. arrive safely;
 - d. are treated with dignity and respect, and
 - e. achieve their maximum potential for travel independence.
- 5. Services will be provided in the Service Area as defined in Exhibit E - Service Level Commitment.
- 6. Provider shall establish and maintain both a telephone line, fax line, or other mutually agreed upon method for MODIVCARE to contact Provider. Fax lines shall be equipped with a fax machine or e-fax software that provides reasonably unrestricted access to MODIVCARE to send faxes to Provider. Provider shall

receive trip reservations from MODIVCARE electronically or via secure website and confirm the receipt thereof in a form acceptable to MODIVCARE. For same day or urgent medical appointments, including hospital discharges, Provider shall also accept reservations and job numbers from MODIVCARE by telephone.

7. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow MODIVCARE to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time.
8. Provider shall promptly inform MODIVCARE if a Participant is assigned to an improper level of service (e.g., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
9. Provider, upon consultation with MODIVCARE, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
10. Provider shall participate in MODIVCARE's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
11. Provider shall not unlawfully discriminate against any Participant on the basis of marital status, sexual orientation, race, color, sex, age, religion, national origin, disability, or diagnosis/health status in providing services under this Agreement.
12. Provider shall comply with applicable federal and state requirements with regard to mandatory reporting of suspected Participant abuse or neglect. Provider shall cooperate with MODIVCARE, Client, and any applicable government agency in the investigation of suspected or alleged abuse or neglect of a Participant.
13. Provider shall maintain daily office hours for dispatch and recovery until all trips assigned to provider are complete.
14. In addition to other operational reports defined in the Provider Manual, Provider will provide to MODIVCARE with any and all information required by applicable governing bodies or regulatory agencies, including, but not limited to, (i) cost of its operations; (ii) patterns of use of its services; (iii) availability, accessibility, and acceptability of its services; (iv) to the extent practicable, developments/changes in the health status of Participants; (v) information demonstrating Provider has fiscally sound operations, and (vi) any other matters applicable governing bodies or regulatory agencies may request. Provider agrees to provide copies of requested records to MODIVCARE within one business day of the request if the Participant is currently receiving services from Provider, or otherwise within thirty days of the request.

B. Representations and Warranties. Provider makes the following material warranties to MODIVCARE to induce MODIVCARE to enter into this Agreement.

1. Provider warrants that it has not been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
2. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.
3. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. Provider will notify MODIVCARE immediately of any change in the status of its licenses or certificates and/or any other legal requirements referenced in this section. Provider will furnish MODIVCARE with all documentation required by this section immediately upon request.
4. Provider warrants that all employees, including drivers and attendants, have (or will) received training on HIPAA and Fraud, Waste and Abuse upon employment and annually thereafter and will provide documentation of such training to MODIVCARE or Client upon request.
5. Provider warrants and agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between MODIVCARE and Client.
6. Provider warrants and agrees to accept the rates and payment terms as set forth in Exhibit B.
7. To the extent any compensation paid by MODIVCARE to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider certifies, to the best of his/her/its knowledge, that:
 - a. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Insurance. Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement.

1. Vehicle Insurance.
 - a. Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$1,500,000 per occurrence per accident.
2. Comprehensive General Liability Coverage. \$500,000 per incident, \$1,000,000 aggregate, with "Broad Form" occurrence-based coverage including contractual liabilities as well as liabilities, without sub-limits, for sexual abuse and molestation.
3. Workers' Compensation Insurance as required by the State of North Carolina.
4. Additional Insurance Requirements.
 - a. All insurance coverage, except Workers' Compensation, shall name ModivCare Solutions, LLC and Client (if requested by CLIENT) as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations.
 - b. Before the Effective Date of the Agreement the Provider shall submit to MODIVCARE certificates of insurance from its agent or carrier listing ModivCare Solutions, LLC and Client (if requested by Client) as "Additional Insured" and listing ModivCare Solutions, LLC as a "Certificate Holder." Failure of Provider to submit the required certificate of insurance by the effective date of this Agreement shall render the Agreement null and void as though never executed by the parties.
 - c. Insurance policies shall indicate that MODIVCARE will be informed in writing at least 30 days prior to any termination of or change in insurance coverage.
 - d. The certificate of insurance submitted to MODIVCARE shall describe the Provider's vehicle insurance to include coverage for "non-emergency medical transportation" and/or "transportation for hire," and confirm that the Comprehensive General Liability policy provides coverage for contractual liabilities, sexual abuse and molestation. The certificate of insurance shall also confirm the vehicle insurance policy provides coverage for "Any Auto" or symbols "2", "8" and "9".
 - e. Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or any change to its insurance coverage.
 - f. Provider agrees that MODIVCARE may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Provider's insurance coverage or policy terms.

D. Indemnification. Provider shall indemnify, protect, and hold MODIVCARE and the Client harmless from and against any and all claims or liabilities of any kind or nature whatsoever related to or arising or alleged to arise from actions connected with services provided by or at the direction of Provider or its agents, including the cost of reasonable attorney fees and other expenses incurred by or assessed against MODIVCARE and/or the Client.

- E. Maintenance of Records. Provider must maintain all records related to this Agreement for the entire term of the Agreement and for ten years thereafter, or longer as required by law. Notwithstanding the foregoing, in the event that any litigation, claim, dispute, audit, or other proceeding has commenced before the expiration of the retention period set forth herein, all records shall be retained until completion of the proceeding or the end of the retention period, whichever is later. Provider must be able to provide copies of any requested records to MODIVCARE, the Client or its agents within three-day notice. Detailed document retention requirements are also included in the Provider Manual.
- F. Independent Contractor. The relationship between MODIVCARE and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed to create any other relationship, including one of employer/employee, principal/agent, joint venturers, partners, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of its employees and subcontractors, including payment of employment related taxes and insurance such as workers' compensation and unemployment insurance.
- G. Liquidated Damages. Provider agrees to pay liquidated damages as set forth in Exhibit A.
- H. Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of MODIVCARE, which may be withheld in MODIVCARE's sole discretion. Any attempted unauthorized assignment shall be null and void. MODIVCARE may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice. In the event that MODIVCARE is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services. All terms, conditions and rates established by the Agreement will remain in effect until or unless renegotiated with Client or its agent subsequent to the default action.
- I. Confidentiality. Provider shall treat all information obtained by it through its performance under this Agreement as confidential and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement. Provider agrees to sign and abide by a Business Associate Agreement as part of this Agreement as well as any subsequent agreements that may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both MODIVCARE and Provider shall treat the terms and conditions of this Agreement, including but not limited to rates, as confidential, and shall not disclose those terms and conditions, or release a copy of the Agreement, except as provided by law, without the consent of the other. Both MODIVCARE and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement.

III. TERM AND TERMINATION.

- A. Term. The term of this Agreement shall be one year from the Effective Date, which is the date executed by MODIVCARE as set forth on the signature page. It shall be automatically renewed for successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term.
- B. Termination. Either party may terminate this Agreement without cause upon 60-day written notice.

Either party may terminate this Agreement upon 30-day written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach.

MODIVCARE may terminate the Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening or fraudulent activity, including but not limited to, falsifying trip logs or invoices, paying or offering to pay gratuities or kickbacks, or engaging in threatening verbal or physical conduct toward a Participant or MODIVCARE staff, or failing at any time to carry insurance required by this Agreement.

MODIVCARE may also terminate this Agreement immediately if directed to do so by Client.

- C. Termination after Assignment. If MODIVCARE has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment.

IV. ADDITIONAL PROVISIONS.

- A. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of North Carolina, without giving effect to principles of conflicts of law.
- B. Headings. The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- C. Non-solicitation. Neither Provider nor MODIVCARE shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates his or her position with the other party.
- D. Use of Name. MODIVCARE shall have the right to use the name of Provider for purposes of informing Clients and potential clients of the inclusion of Provider within the MODIVCARE network and to otherwise carry out the terms of this Agreement. Provider shall not use the name, trademark or service marks of MODIVCARE or any MODIVCARE

affiliate in its advertising or marketing without the prior written consent of MODIVCARE.

- E. Notices. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier, or on the third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses, or to such other addresses as the parties may hereafter designate in writing:

to MODIVCARE at:

ModivCare Solutions, LLC
1275 Peachtree Street, 6th Floor
Atlanta, GA 30309
Attn: Legal Department

to Provider at: Provider's mailing address as listed in Exhibit E.

- F. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time. In addition, MODIVCARE may unilaterally amend this Agreement by notice as required to comply with applicable law or regulation.
- G. Client Amendment. This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights hereunder.
- H. Dispute Resolution and Arbitration. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each Party shall designate a member of its senior management to meet to try to resolve the dispute. If the dispute cannot be resolved in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, nothing shall prohibit ModivCare from filing a cross claim or a third-party claim in any litigation or action not initiated by the Parties. The provisions of this Section shall survive the termination of this Agreement.

- I. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.
- J. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- K. Entire Agreement. This Agreement, including all Exhibits, attachments and incorporated material (i.e., Provider Manual) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter. This Agreement may be executed in any number of counterparts which, read together, shall constitute one instrument.
- L. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by ModivCare as specified below (the "Effective Date").

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: William C. Echols
 Name: william c. Echols
 Title: SVP of Contracts & Pricing
 Effective Date: 8/14/2021


By: 
 Name: Nathan Awall
 Title: Director
 Date: 6-22-21

EXHIBIT A
LIQUIDATED DAMAGES

The Parties agree that the failure of Provider to perform services in compliance with this Agreement may cause ModivCare to be damaged in amounts that will be difficult or impossible to determine. Therefore, the Parties have agreed that the sums set forth below are reasonable as liquidated damages for the specified occurrences. It is further understood and agreed that the liquidated damages specified below are in lieu of actual damages for such occurrences. Provider hereby waives any defense as to the validity of such liquidated damages on the grounds that they are void as penalties or are not reasonably related to actual damages. MODIVCARE agrees to provide written notice that a provider may contest at least 10 days in advance of any liquidated damages that will be imposed.

Any liquidated damages assessed by the Client against MODIVCARE that are attributable to the service performance of Provider will be assessed against Provider as its own liquidated damages. Provider agrees that any liquidated damages assessed will be deducted from amounts due to Provider, or if MODIVCARE does not owe Provider any monies, Provider agrees that MODIVCARE may deduct liquidated damages from any future amounts owed to Provider.

1. **Requirement:** Provide reports as required under this Agreement.

Liquidated Damages: \$25 per working day or any part thereof for each day each report or other deliverable is late or unacceptable, not to exceed \$500 per month per occurrence. This provision will not apply if the cause of the delay is beyond the control of the Provider. Failure to submit cancellation reports will result in a charge of \$100.00 per missing report up to a maximum of \$500.00 for any month.

2. **Requirement:** Maintain all vehicles used under this Agreement to all vehicle manufacturer and state and federal safety standards, regulations of any applicable State Board or Agency, standards of the Americans with Disabilities Act (“ADA”), and the terms of this Agreement and the Client Contract. Any vehicle found non-compliant with safety standards, State Board or Agency standards, ADA regulations, the terms of this Agreement, or the Brokerage Contract must be removed from service immediately upon discovery.

Liquidated Damages:

- \$100 per calendar day or part thereof that a non-compliant vehicle with a health or safety hazard for vehicle occupants is in service from the date of discovery, not to exceed \$1,000 per month per occurrence.
- \$25 per calendar day or part thereof that a non-compliant vehicle with a discrepancy that creates passenger discomfort or inconvenience is in service from the date of discovery, not to exceed \$250 per month per occurrence.
- \$10 per calendar day or part thereof that a non-compliant vehicle with an administrative discrepancy is in service from the date of discovery, not to exceed \$100 per month per occurrence.

3. **Requirement:** Maintain types and levels of insurance coverage as required in this Agreement and operate only those vehicles registered with MODIVCARE and covered under Provider’s applicable insurance policies. This provision includes failure to include MODIVCARE and Client as “Additional Insured” and MODIVCARE as a “Certificate Holder.”

Liquidated Damages: \$100 per vehicle per calendar day, or part thereof, that Provider operates any vehicle in violation of this requirement.

4. **Requirement:** Provider must perform trips assigned on a daily basis and shall reroute no more than 15% of their trips on a monthly basis.

Liquidated Damages: \$200 for each percent above 15% on any given month.

5. **Requirement:** Provider must submit reroutes no later than 24 hours prior to the pick-up time for advance notice trip reservations (this provision will only apply if trips are assigned to Provider at least 36 hours prior to the scheduled pick up time, including weekends).

Liquidated Damages: Actual damage – variance between provider’s trip charge and the actual cost of recovery trip, or if the trip was not recovered, \$25 for each advance notice trip that is rerouted less than 24 hours before the scheduled pick-up time, not to exceed \$2,000 per month.

6. **Requirement:** Provider must perform transportation services with the class of service (ambulatory, wheelchair, or ambulance) requested by MODIVCARE.

Liquidated Damages: \$200 per occurrence where a vehicle is utilized that is of a class of service lower than that requested.

7. **Requirement:** Provider must pick up Medicaid Participants at the scheduled time.

Liquidated Damages: The following liquidated damages shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to MODIVCARE prior to the scheduled pick-up time.

- For Trips with a specified *pick-up* time: \$25 per occurrence where vehicle arrives more than fifteen (15) minutes after the scheduled pick-up time. This provision will be applied if more than 1% of scheduled pick-ups in any given month are late pick-ups.
- For Trips with a specified *arrive by* time: \$25 per occurrence where vehicle arrives more than zero (0) minutes after or fifteen (15) minutes before the scheduled arrive by time. This provision will be applied if more than 1% of scheduled arrive by trips in any given month are late pick-ups.
- \$25 per occurrence where the vehicle does not arrive within sixty (60) minutes of the time the provider is notified that a member is ready for pick-up for an unscheduled return trip (“Will Call”)
- \$100 per occurrence where vehicle is a “no show”.

8. **Requirement:** Provider is required to assure that Participants are delivered to scheduled health care appointments on time.

Liquidated Damages: \$25 per occurrence where Participant is late to a scheduled appointment. This provision will be applied if more than 1% of scheduled drop-offs in any given month are late. This provision will not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to MODIVCARE prior to the scheduled drop-off time.

9. **Requirement:** Provider is required to assure that dialysis patients are delivered to their scheduled appointments on time.

Liquidated Damages: \$150 for each instance in which arrival at a dialysis clinic for a scheduled dialysis appointment is late. An additional fifty dollars per hour or portion thereof per instance will be assessed for each late arrival that exceeds one hour. This provision shall not apply if the

cause of the delay is beyond the control of the Provider and such cause is communicated to MODIVCARE prior to the scheduled pick-up or drop-off time.

10. **Requirement:** Provider must provide termination notice within the terms of this Agreement.
Liquidated Damages: Failure to provide termination notice in compliance with this Agreement will result in the forfeiture of all outstanding amounts due to Provider. Reroute of trips greater than a “daily average of 15%” after termination notice is provided will be construed as failing to provide sufficient notice. Provider and MODIVCARE will mutually discuss if any unexpected circumstance beyond the Provider’s control has occurred to warrant such reroutes.
11. **Requirement:** Provider must invoice MODIVCARE only for trips actually performed in conformance with this Agreement.
Liquidated Damages: \$50 for each trip billed that was not performed. This provision shall not apply if the Provider can show that the invoice was submitted as a result of a clerical error.
12. **Requirement:** Provider’s management staff (someone with decision making authority) must be available to speak to MODIVCARE representatives by phone during normal business hours, and at all times when Participants are onboard Provider vehicles.
Liquidated Damages: \$100 for each occurrence when Provider’s management staff is not available (either directly or by making a documented return call) by phone to speak to a MODIVCARE representative for one (1) hour or more during normal business hours or while a Participant is onboard a Provider vehicle.
13. **Requirement:** Provider must have a functional fax machine (or e-fax system) and internet access available that provides reasonably reliable access for ModivCare to transmit documents to Provider.
Liquidated Damages: \$100 for each occurrence when Provider’s fax line and internet access is unavailable to receive fax transmissions from ModivCare for one (1) hour or more during normal business hours.

EXHIBIT B
RATES, INVOICING AND PAYMENT TERMS

MODIVCARE and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

Rates

Only services specifically pre-authorized by, and for which a job number (aka "Ride ID") has been assigned to the Provider by MODIVCARE will be compensated. Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, or non-emergency ambulance) as requested by MODIVCARE.

Provider agrees to accept on a per trip basis the lesser of its actual billed charges or the amount calculated using the applicable mileage and rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider's bill to MODIVCARE and all payments made by MODIVCARE to Provider include all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

Provider agrees that MODIVCARE's determination of mileage shall be final. If Provider believes there to be a material mileage error, Provider may bring it to MODIVCARE's attention before running the trip. MODIVCARE will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of MODIVCARE. If Provider is not satisfied with MODIVCARE's decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by MODIVCARE. In addition, the parties agree that MODIVCARE may use automated vehicle location ("AVL") geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Invoices Submitted to MODIVCARE.

If using an approved Software Partner, Provider warrants and represents that any rates or formulas used by the Software Partner to calculate the invoice amount is materially consistent with the rates shown in the table included as Attachment 1 to this Exhibit B. Providers that use an approved Software Partner shall provide all required data elements as defined in this Agreement for vehicles and drivers used to perform services under this Agreement, including in the event Provider uses vehicles or drivers that are not individually approved by MODIVCARE to perform services. Performance of a MODIVCARE assigned trip by Provider shall be deemed as approval and/or authorization for its approved Software Partner to communicate the aforesaid data for each vehicle and driver that performs a MODIVCARE assigned trip.

Co-Pay, Subrogation, and Coordination of Benefits

In the event that Participants are responsible for any co-payment per trip, then Provider is responsible for collection of those amounts. Provider shall retain the co-payment and the total of the collectible co-payment will be deducted from the total charges payable to Provider.

Provider agrees to fully cooperate with MODIVCARE's and Client's efforts, if any, with regard to third party recovery rights (e.g., subrogation and coordination of benefits) for services provided under this Agreement.

Wait time

Only wait time specifically pre-authorized by MODIVCARE will be compensated.

Payment Terms

AS A CONDITION OF PAYMENT, PROVIDER MUST SUBMIT ACCURATE INVOICES, INCLUDING PROPERLY COMPLETED TRIP LOGS, TO MODIVCARE WITHIN ONE-HUNDRED EIGHTY (180) DAYS OF DATE OF SERVICE. TIME IS OF THE ESSENCE WITH RESPECT TO PROVIDING PROMPT AND ACCURATE INVOICES. INVOICES NOT SUBMITTED WITHIN ONE-HUNDRED EIGHTY (180) DAYS OF DATE OF SERVICE WILL BE DENIED AND DISALLOWED IN THEIR ENTIRETY. HOWEVER, PROVIDER'S FAILURE TO SUBMIT A CLAIM WITHIN THIS TIME WILL NOT INVALIDATE OR REDUCE ANY CLAIM IF IT WAS NOT REASONABLY POSSIBLE FOR PROVIDER TO SUBMIT THE CLAIM WITHIN THAT TIME. IN SUCH CASE, THE CLAIM SHOULD BE SUBMITTED AS SOON AS REASONABLY POSSIBLE, AND IN NO EVENT, LATER THAN ONE (1) YEAR FROM THE TIME SUBMITTAL OF THE CLAIM IS OTHERWISE REQUIRED.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims will be denied in their entirety if not resubmitted within ninety (90) days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Provider's invoice.

Provider shall cooperate with MODIVCARE and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Participants actually attended covered medical services associated with trips invoiced by Provider. Notwithstanding any provision of the Agreement to the contrary, MODIVCARE shall only pay for transportation services when Participants actually attend a Medicaid and/or Medicare covered medical service. If a trip payment to Provider is denied because a Participant did not attend an associated covered medical service, Provider may, to the extent permitted by law, directly bill the Participant for the transportation services. Any duplicate or overpayments made to Provider may be offset by MODIVCARE against future payments to Provider.

MODIVCARE pays properly submitted uncontested invoices twice per month by check or electronic transfer within thirty (30) days after receipt (which may be the date of receipt of paper trip logs with

member signatures, if applicable), or more frequently if required by applicable State regulations or by the Client Contract. If a payment date falls on a holiday, payments will be made on the next working weekday.

In the event that the Client is unable or unwilling to pay MODIVCARE amounts validly due under the Client Contract, MODIVCARE may delay payments to Provider until such time as the Client pays the outstanding amounts.

Quality Assurance

MODIVCARE will regularly confirm Participant attendance at the medical appointments designated in the trip reservations as part of its duty to prevent and mitigate fraud, waste and abuse. Provider agrees to cooperate with MODIVCARE to investigate any instances in which a medical facility reports a Participant did not attend an appointment associated with a trip reservation that has been reported as a completed trip by Provider and has been invoiced to and paid by MODIVCARE. Provider's failure to respond in writing within thirty (30) days of MODIVCARE's written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. MODIVCARE shall deduct the cost of such trips from Provider's next payment. If no payments to Provider are due, the Provider shall return the amounts in question to MODIVCARE within thirty (30) days of written demand.

Optional Participant Signature Requirements

The following additional provisions shall apply if, and only if, a MODIVCARE Client requires a Participant signature to be captured as confirmation of a completed trip.

- MODIVCARE shall notify Provider in writing no less than 30 days prior to implementation of a Client mandated Participant signature requirement, in which event, and as a condition of payment, Provider's electronic invoice shall include Participant's e-signature.
- If Provider's electronic invoice does not capture the Participant's e-signature, Provider shall submit to MODIVCARE completed paper trip logs, including Participants' signatures, for all trips billed by Provider.
- In the event a Participant is incapable of e-signing or signing the paper trip log, a member of the Participant's household or designated caretaker, or a representative of the drop-off medical facility is required to e-sign or sign the paper trip log using their own name (i.e., not signing the Participant's name) and stating their relationship to the Participant (i.e., James Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Participant's name on behalf of the Participant.
- Unsigned trips, trips with Participant's initials instead of signatures, or trips with notes that the Participant is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete paper trip logs, if applicable, will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable.
- If Provider is submitting paper trip logs to supplement electronic invoices, Provider must also include a completed summary invoice form with each batch of trip logs submitted to MODIVCARE. Provider shall use trip log and summary invoice forms that are provided by MODIVCARE. MODIVCARE reserves the right to modify the format of the trip log and

summary invoice form from time to time. Provider may use alternative trip log or summary invoice forms only with the express written consent of MODIVCARE.

- Paper trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. MODIVCARE reserves the right to deny individual trips or entire trip logs with excessive changes pending confirmation of the details of such changes with Provider.
- For clarity, paper trip logs are only required if Provider's electronic invoices do not capture Participants' e-signatures. Paper trip log are not required if Provider's electronic invoices capture and transmit Participant e-signatures.

Charges Against Invoices

If requested by Provider or otherwise required by the Client Contract, MODIVCARE may provide certain driver and/or attendant training and/or orientation services to Provider free of charge.

In addition, MODIVCARE has entered into an agreement with an independent credentialing company for nationwide access to credentialing and screening services for drivers. This company offers the minimum level of credentialing required by MODIVCARE at a highly competitive rate. Provider may use the independent credentialing company and access the rates negotiated by MODIVCARE for such services or it may use an alternative vendor, pre-approved by MODIVCARE, to complete the necessary credentialing requirements. If Provider uses the independent credentialing company, the actual cost of such services shall be deducted from Provider's invoice at cost without additional profit or surcharge applied by MODIVCARE.

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**ATTACHMENT 1 TO EXHIBIT B
RATE CARD**

Provider Name ("Provider"): Friendly Medical Transportation

Rate Table

Rate Description	Base Rate	Miles Included in Base Rate	Comments
Non-Emergency Ambulance Services:			
<i>Basic Life Support (BLS) - Base Rate</i>	---		
<i>Advanced Life Support (ALS) - Base Rate</i>			
<i>Specialty Care Transport (SCT) - Base Rate</i>			
<i>Ground Mileage Rate</i>			

The rates listed on this Attachment 1 to Exhibit B shall be effective on the date executed by ModivCare as specified below (the "Effective Date").

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: William C. Echols
 Name: william C. Echols
 Title: SVP of Contracts & Pricing
 Effective Date: 8/14/2021


By: 
 Name: Nathan Awalt
 Title: Director
 Date: 6-22-21

EXHIBIT C
SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement (“Agreement”) is entered into as of the **Effective Date**, by and between MODIVCARE and **Provider** (also the “**Subcontractor Business Associate**” or “**Subcontractor**”) to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

Whereas, MODIVCARE and Subcontractor Business Associate are parties to a pre-existing agreement (the “Prior Agreement”), pursuant to which Subcontractor Business Associate provides services to MODIVCARE; **Whereas**, in connection with services provided under the Prior Agreement, MODIVCARE makes available to Subcontractor Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection;

Whereas, MODIVCARE has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, MODIVCARE has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which MODIVCARE creates or receives in the course of performing services for its Covered Entity Clients; and **Whereas**, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for MODIVCARE to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which MODIVCARE is a party.

Now therefore, the Parties agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
 - a. **Covered Entity Client** shall mean an entity with whom MODIVCARE contracts for transport services which qualifies as a “Covered Entity” under 45 C.F.R. § 160.103, as amended.
 - b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.
 - c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.
 - f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.
 - g. **Protected Health Information** (“PHI”) means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of MODIVCARE or MODIVCARE’s Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - h. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
 - i. **Unsecured Protected Health Information** (“Unsecured PHI”) shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions to this definition exist for cases in which: (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of Subcontractor if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with Subcontractor, and such information is not further acquired, accessed, used, or disclosed; (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at Subcontractor to another similarly situated individual at Subcontractor, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization; or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary.

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act.

2. **Limits on use and Disclosure of PHI.** Subcontractor agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. Subcontractor may use or disclose PHI for the following purposes:

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law;

b. For the proper management and administration of Subcontractor's business and to carry out its legal responsibilities provided that: (i) such disclosures are Required by Law; or (ii) Subcontractor obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; and (b) an agreement from the third party to notify Subcontractor immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached; and

c. To perform Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, on behalf of MODIVCARE.

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** Subcontractor agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement or as Required by Law.

b. **Safeguards.** Subcontractor will establish and maintain appropriate safeguards and warrants that it has established reasonable safeguards to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required by Law. Without limiting the foregoing, Subcontractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. Subcontractor further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if MODIVCARE engaged in such activity. Subcontractor shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. Subcontractor agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by MODIVCARE to assist MODIVCARE in auditing Subcontractor's compliance with the HIPAA Regulations.

c. **Minimum Necessary.** Subcontractor shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to MODIVCARE, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to MODIVCARE, within one

business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated MODIVCARE HIPAA Compliance Officer at any of the following:

ModivCare Solutions, LLC
Attn: HIPAA Compliance Officer
1275 Peachtree St., 6th Floor
Atlanta, GA 30309

Or

Telephone:
1- 800-486-7647

Or

Email:
hipaaofficer@ModivCare.com

e. **Breach Notification.** In the event of a Breach of Unsecured PHI, Subcontractor shall provide written notification to MODIVCARE of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that MODIVCARE can notify its Covered Entity Clients, if required. A Breach is treated as discovered as of the first day on which the Breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to the Subcontractor. Knowledge of a Breach by a member of the workforce or other agent of the Subcontractor (other than the person committing the Breach) is imputed to Subcontractor. Consequently, Subcontractor shall implement reasonable policies and systems for discovery of Breaches and train its workforce members and agents to recognize and promptly report a Breach. Subcontractor understands and agrees that it bears the burden to prove why a Breach Notification is not required. Consequently, Subcontractor shall carefully document risk assessments and how any applicable exceptions are met.

f. **Contents of Breach Notification.** Subcontractor's notification to MODIVCARE of a Breach of Unsecured PHI must be written in plain language and describe: (1) what happened, including the date of the Breach and date of discovery; (2) the types of Unsecured PHI that were involved; (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (4) what the Subcontractor is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches; and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. Subcontractor shall provide any additional information concerning the Breach as reasonably requested by MODIVCARE. Notification must be provided in writing to the designated MODIVCARE HIPAA Compliance Officer at the address and fax number above. If the Subcontractor believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the Subcontractor shall also provide immediate notice to the designated MODIVCARE HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to MODIVCARE at no cost to MODIVCARE to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where Subcontractor is named an adverse party to MODIVCARE.

g. **Subcontractors and Agents.** Subcontractor agrees that anytime PHI is provided or made available to any subcontractors or agents, Subcontractor must enter into a Business Associate Agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. This includes without limitation any contracts with billing companies, factoring

companies, or other entities to whom Subcontractor may provide its trip logs, trip manifests, or MODIVCARE billing documents.

h. **Right of Access to Information.** To the extent that MODIVCARE is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, Subcontractor will provide such access to MODIVCARE within five business days of MODIVCARE's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** Subcontractor agrees to make PHI contained in a Designated Record Set available to MODIVCARE for amendment within five business days of MODIVCARE's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.

j. **Provide Accounting.** Subcontractor will document disclosures of PHI and information related to such disclosures as would be required for MODIVCARE or MODIVCARE's Covered Entity Clients to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Subcontractor will provide such information to MODIVCARE upon request.

k. **Access to Books and Records.** Subcontractor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of MODIVCARE, available to MODIVCARE and to the Secretary for purposes of determining MODIVCARE Covered Entity Client's compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l. **Return or Destruction of Information.** Upon request or at termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from MODIVCARE or MODIVCARE's Covered Entity Clients, or created or received by Subcontractor on MODIVCARE's behalf. If return or destruction of the PHI is not feasible, Subcontractor agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to MODIVCARE that the Protected Health Information has been destroyed.

m. **Mitigation Procedures.** Subcontractor agrees to mitigate, to the maximum extent practicable and at Subcontractor's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n. **Sanction Procedures.** Subcontractor will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o. **Training.** Subcontractor will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to MODIVCARE upon request.

p. **Property Rights.** Subcontractor agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4. **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided to Subcontractor by MODIVCARE, or created or received by Subcontractor on behalf of MODIVCARE, is destroyed or returned to MODIVCARE, or, if it is not feasible to return or destroy, protections are extended to such information.

5. **Termination for Cause.** Upon MODIVCARE's knowledge of a material breach by Subcontractor of the terms of this Agreement, MODIVCARE shall either:

a. Provide an opportunity for Subcontractor to cure the breach or to end the violation within a time specified by MODIVCARE. Should the Subcontractor not cure the breach nor end the violation within the time specified by MODIVCARE, MODIVCARE may terminate the Prior Agreement immediately without penalty;

b. Immediately terminate the Prior Agreement if Subcontractor has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, MODIVCARE shall report the violation to the Secretary.

6. **Indemnification.** Subcontractor shall indemnify and hold MODIVCARE and its Covered Entity Clients harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses of any kind whatsoever, including, without limitation attorney's fees, witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this

Agreement, HIPAA, the HITECH ACT, or the HIPAA Regulations by Subcontractor, its employees, agents, or subcontractors.

7. **Miscellaneous:**

- a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.
- b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.
- c. **State Law.** To the extent any applicable state law confidentiality requirements are not pre-empted by HIPAA, Subcontractor agrees to comply with such state law requirements.
- d. **Third Party Participants.** Subcontractor agrees that any of MODIVCARE's Covered Entity Clients to whom Subcontractor provides services and with whom MODIVCARE has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.
- e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree on an amendment within ten business days thereafter, MODIVCARE may terminate the Agreement immediately with written notice to Subcontractor.
- f. **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.
- g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.
- h. **Independent Contractors.** Subcontractor and MODIVCARE agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation.
- i. **Assignment.** Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of MODIVCARE.

IN WITNESS WHEREOF, MODIVCARE and Subcontractor have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

MODIVCARE SOLUTIONS, LLC

SUBCONTRACTOR

By: William C. Echols
 Name: William C. Echols
 Title: SVP of Contracts & Pricing
 Date: 8/14/2021


By: 
 Name: Nathan Awalt
 Title: Director
 Date: 6-22-21

EXHIBIT D
FRAUD, WASTE AND ABUSE PREVENTION POLICY

Federal law requires that entities that receive at least \$5 million in annual payments under a State Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the Company's procedures for detecting fraud, waste and abuse.

ModivCare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about ModivCare's policies and procedures to detect and prevent fraud, waste and abuse. We require that you adhere to these policies and disseminate the information in this Exhibit D to all employees and contractors. The information in this policy forms part of its employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act applies to the submission of claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits, among other things:

- knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information.

Enforcement

- The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False

Claims Act allows private individuals to bring “qui tam” actions for violations of the False Claims Act.

Reporting Suspected Fraud, Waste or Abuse

An employee or contractor who has knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste of abuse should notify his or her supervisor or other management official, who will in turn report the matter to ModivCare. Transportation providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as ModivCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to ModivCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer’s policy covering such matters.

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 (“PFCRA”) authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- is false, fictitious, or fraudulent;
- includes or is supported by any written statement that:
 - omits a material fact;
 - is false, fictitious, or fraudulent as a result of such omission; and
 - include such material fact; or
 - is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official’s report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

In addition to the requirements of federal law, you must comply with applicable state laws. At this time, nearly forty states have enacted False Claims Acts that are similar in substance and procedure to the Federal laws described, above. In addition, a number of municipalities, such as Chicago and New York City have their own False Claims Acts that are similar in substance and procedure to the Federal laws described above.

Fraud, Waste and Abuse / Company Detection

ModivCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below.

- A specific gate keeping protocol during the reservation process is used to verify that the member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by transportation providers checks whether the trip was performed by an eligible driver in a certified vehicle; that the price is correct; and that the member signed for the trip.
- Standing orders are regularly recertified with the health care facility.
- Patient attendance records at health care facilities are compared to provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements in order to be paid.
- All network transportation provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a ModivCare contract.

ModivCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Providers are required to report suspected cases of fraud, waste, abuse or other impropriety. Providers must cooperate in any investigations initiated by ModivCare or any government agency, as required by law.

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EXHIBIT E
SERVICE LEVEL COMMITMENTS & PROVIDER INFORMATION

Provider agrees to maintain the following operational availability, service areas, and service standards:

Method for Receiving Trips from MODIVCARE:

- MODIVCARE Web-Based Platform:

- Integrated 3rd Party Dispatch Platform:
 - ___ WellRyde
 - ___ DispatchBot
 - ___ CTS TripMaster
 - ___ Other: _____

Transportation Service Hours:

	Operating Hours (Local Time)	Day(s) of Week
Normal Hours:	7AM to 5PM	___ Su / <input checked="" type="checkbox"/> M / <input checked="" type="checkbox"/> Tu / <input checked="" type="checkbox"/> W / <input checked="" type="checkbox"/> Th / <input checked="" type="checkbox"/> F / ___ Sa
After Hours:	5PM to 7AM	<input checked="" type="checkbox"/> Su / <input checked="" type="checkbox"/> M / <input checked="" type="checkbox"/> Tu / <input checked="" type="checkbox"/> W / <input checked="" type="checkbox"/> Th / <input checked="" type="checkbox"/> F / <input checked="" type="checkbox"/> Sa
Weekend Hours:	7AM to 7AM	<input checked="" type="checkbox"/> Su / <input checked="" type="checkbox"/> M / <input checked="" type="checkbox"/> Tu / <input checked="" type="checkbox"/> W / <input checked="" type="checkbox"/> Th / <input checked="" type="checkbox"/> F / <input checked="" type="checkbox"/> Sa

Service Area(s):

Counties:	CARTERET, CRANFORD, ONSLOW, PAMLICO
Zip Codes:	28557, 28560, 28546, 28540

Dispatch Contact Info & Operating Hours:

Phone: 252 808 3400
 Fax: 252 808 3403
 Email: gmt@friendlymedicaltransport.com
 Normal Hours: 7AM - 5PM
 After Hours: 5PM - 7AM

24/7 Emergency Contact Name and Phone #:

Name: Nathan Awalt
Phone: 252-808-5757

Provider's Authorized Representative:

Name: Nathan Awalt
Title: Director
Phone: 252 808 3400
Email: nawalt@friendlymedicaltransport.com

Provider's Mailing Address:

Care Of: _____
Address 1: 3403 Mandy Ln
Address 2: _____
City: Morhead City, NC 28557
State: _____
Zip Code: _____

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EXHIBIT F

ModivCare is a subcontracted vendor performing non-emergency medical transportation brokerage and related services on behalf of managed care organizations (our "Clients") who are in turn contracted with the North Carolina Department of Health and Human Services ("DHHS"). As noted in the language highlighted in paragraph 6, below, the contracts between our Clients and DHHS requires the inclusion of the following Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction be included in all downstream agreements. Provider is understood to be "Subcontractor" as used in the following Certification.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions


1. By signing this Agreement, Subcontractor is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. Subcontractor will provide immediate written notice to Plan if at any time Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76.
5. Subcontractor agrees that it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. Subcontractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with

which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. Subcontractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where Subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

PROVIDER

By: 

Name: Nasher Awalt

Title: Director

Date: 6-22-21

EXHIBIT G

NORTH CAROLINA MANDATORY MEDICAID PROVISIONS

ModivCare is a subcontracted vendor performing non-emergency medical transportation brokerage and related services on behalf of managed care organizations (our "Clients") who are in turn contracted with the North Carolina Department of Health and Human Services ("DHHS"). The contracts between our Clients and DHHS requires the inclusion of the following mandatory and superseding provisions in all downstream provider agreements. All other provisions of the Agreement that are not in conflict with this Exhibit remain in full force and effect.

1. **Survival - Insolvency:** In the case of ModivCare's insolvency, Provider agrees to cooperate in good faith with ModivCare Clients and/or the NC DHHS to timely transition administrative duties and records.
2. **Member Billing:** Provider shall not bill any Medicaid Managed Care Member for covered services, except for specified coinsurance, copayments, and applicable deductibles. This provision does not prohibit Provider and Member from agreeing to continue non-covered services at the Member's own expense, as long as Provider has notified the Member in advance that the NC Medicaid NEMT program may not cover or continue to cover specific services and the Member agrees to receive the service.
3. **Member Billing:** Provider shall collect applicable Member deductibles, copayments, coinsurance, and fees for non-covered services.
4. **Provider Accessibility:** Provider's shall provide service in accordance with the standards for provider accessibility defined in the Agreement.
5. **Member Appeals and Grievances:** Provider shall cooperate with the Member regarding Member appeals and grievance procedures.
6. **Assignment:** Provider shall not assign, delegate, or transfer its duties and obligations under the Agreement without the prior written consent of ModivCare.
7. **Assignment:** ModivCare shall notify Provider, in writing, of any duties or obligations that are to be delegated or transferred by ModivCare, before the effective date of such delegation or transfer.
8. **Government Funds:** Provider acknowledges that funds used for Provider's payments are government funds.
9. **G. S. § 58-50-270(1) through (3):** The terms defined in North Carolina G. S. § 58-50-270(1) through (3) apply to the Agreement, as applicable. Specifically:
 - a. "Amendment" – means any change to the terms of a contract, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an amendment.
 - b. "Contract" – means an agreement between an insurer and a health care provider for the provision of health care services by the provider on a preferred or in-network basis.

10. **G. S. § 58-50-275(a) and (b):** The notice provision defined in North Carolina G. S. § 58-50-275(a) and (b) apply to the Agreement. Specifically, notices provided under the Agreement shall be deemed made (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery.
11. **G. S. § 58-50-280(a) through (d):** The requirements for Amendments defined in North Carolina G. S. § 58-50-280(a) through (d) apply to the Agreement, as applicable. Specifically:
- ModivCare shall send any proposed contract amendment to Provider's notice contact pursuant to G.S. 58-50-275. The proposed amendment shall be dated, labeled "Amendment," signed by ModivCare, and include an effective date for the proposed amendment.
 - Provider shall be given at least 60 days from the date of receipt to object to the proposed amendment. The proposed amendment shall be effective upon Provider failing to object in writing within 60 days.
 - If Provider objects to a proposed amendment, then the proposed amendment is not effective and ModivCare shall be entitled to terminate the contract upon 60 days written notice to Provider.
 - Nothing prohibits Provider and ModivCare from negotiating contract terms that provide for mutual consent to an amendment, a process for reaching mutual consent, or alternative notice contacts.
12. **G. S. § 58-50-285(a) and (b):** In compliance with North Carolina G. S. § 58-50-285(a) and (b), ModivCare will provide a copy of its policies and procedures, in the form of a Provider Manual to Provider prior to execution of a new or amended contract and annually. The Provider Manual may be provided to Provider in hard copy, CD, or other electronic format, and may be provided by posting the Provider Manual on the ModivCare web site. The Provider Manual shall not conflict with or override any term of the Agreement, including payment rates and fees. In the event of a conflict between the Provider Manual and the language in the Agreement, the Agreement language shall prevail.
13. **Compliance with State and Federal Laws:** Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Agreement and ModivCare Clients' managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of the Clients' contracts with NC DHHS could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law.
14. **Hold Member Harmless:** Provider agrees to hold the Member harmless for charges for any covered service. Provider agrees not to bill a Member for medically necessary services covered by the ModivCare so long as the Member is eligible for coverage.

15. **Liability:** Provider understands and agrees that the NC DHHS does not assume liability for the actions of, or judgments rendered against, ModivCare, its employees, agents or subcontractors. Further, Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to Provider by ModivCare or any judgment rendered against ModivCare.
16. **Non-discrimination / Equitable Treatment of Members:** Provider agrees to render Provider Services to Members with the same degree of care and skills as customarily provided to Provider's customers who are not Members, according to generally accepted standards of business. Provider and ModivCare agree that Members and non-Members should be treated equitably. Provider agrees not to discriminate against Members on the basis of race, color, national origin, age, sex, gender, or disability.
17. **Department authority related to the Medicaid program:** Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services is the single state Medicaid agency designated under 42 C.F.R. §431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.
18. **Access to provider's records:** Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Agreement and any records, books, documents, and papers that relate to the Agreement and/or Provider's performance of its responsibilities under this Agreement for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:
- i. The United States Department of Health and Human Services or its designee;
 - ii. The Comptroller General of the United States or its designee;
 - iii. The North Carolina Department of Health and Human Services (NC DHHS), its Medicaid managed care program personnel, or its designee;
 - iv. The Office of Inspector General;
 - v. North Carolina Department of Justice Medicaid Investigations Division;
 - vi. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS;
 - vii. The North Carolina Office of State Auditor, or its designee;
 - viii. A state or federal law enforcement agency;
 - ix. And any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other program integrity activities conducted by the NC Department of Health and Human Services.

Nothing in this section shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office

of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

19. **Provider ownership disclosure:** Provider agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R. § 455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. § 455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs.

Provider agrees to notify, in writing, ModivCare and the NC Department of Health and Human Services of any criminal conviction within twenty (20) days of the date of the conviction.

20. **Provider Grievances and Appeals:** Provider and ModivCare agree to address and resolve grievances and appeals through the Dispute Resolutions and Arbitration provisions defined in Section II.H. of the Agreement.
21. **Provider Grievances and Appeals:** Provider shall complete the steps of the Dispute Resolutions and Arbitration provisions defined in Section II.H. of the Agreement before seeking other legal or administrative remedies under state or federal law.
22. **Submission of Claims:** Provider shall not submit claim or encounter data for services covered by Medicaid Managed Care and ModivCare's Clients directly to NC DHHS.
23. **Annual Audit / Review:** Provider agrees that ModivCare may conduct an annual review of Provider to ensure all requirements of the Agreement are met.
24. **Staff and Volunteer Records:** If Applicable, Provider shall maintain a file for their staff, approved volunteers, and member relatives and friends who are reimbursed directly for NEMT services. ModivCare may review these files to assure that all information is current within timeframes specified by ModivCare's and/or its Client's fraud, waste, and abuse monitoring plan.
25. **Staff and Volunteer Changes:** Provider shall maintain an agreement with each of its staff and approved volunteers to report all changes to file records.
26. **Driver Age and Records:** Provider agrees ModivCare may perform a periodic review of driver licenses and verification all drivers are at least 18 years of age and properly licensed. Provider will review driving records of all drivers every 12 months.
27. **Driver Age and Licensure:** All drivers must be at least 18 years of age and properly licensed to operate the specific vehicle used to transport members.
28. **Alcohol and Drug Testing:** Provider's drivers must participate in a random and reasonable suspicion alcohol and drug-testing program modeled on the Federal Transit Authority alcohol and drug testing program.

29. **Criminal Background Checks:** Provider will conduct criminal background checks for all drivers. Drivers with disqualifying criminal history as defined by NC DHHS may not perform services under this Agreement.
30. **Driver Screening Policy:** Provider must have a driver screening policy for employees, and volunteers who transport members.
31. **Annual Review:** Provider shall review the driving records of all drivers every 12 months.
32. **Driving History:** Drivers must have no more than two chargeable accident or moving violations in the past 3 years and must not have a driver's license suspension or revocation within the past 5 years.
33. **Driving Records:** Provider will require applicants for driver positions to submit their driving record for the past 3 years.
34. **No-Shows:** Provider shall have no more than one quarter of one percent of all trips as missed trips (i.e., vendor no-show) during on an annual basis.
35. **On-Time Performance:** Provider agrees to meet on-time performance standards such that no more than five percent (5%) of trips should be late for Member drop off to their appointment per month (past the member's appointment time).
36. **No-Show and Cancellation Reporting:** Provider shall report all no-shows and cancellations daily or as otherwise agreed to by the parties.
37. **Separate Invoice:** If Provider's payment terms include to payments for no-shows or driver wait time, Provider agrees that all charges for no-shows or driver wait time will be separately invoiced separately from Medicaid transportation reimbursable costs.
38. **Complaints:** Provider shall record all member complaints which deal with matters in Provider's control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
39. **Accident and Incident Reports:** Provider shall maintain written policies and procedures regarding how drivers handle and report incidents, including Member emergencies, vehicle breakdowns, accidents and other service delays.
40. **Billing Codes:** Provider shall use applicable transportation billing codes on invoices for reimbursements or filing claims.
41. **Medicaid Enrollment:** Provider shall meet all NC DHHS Medicaid Provider Enrollment requirements.

42. **Non-Reimbursable Costs:** Provider agrees that ModivCare shall not reimburse or pay Provider for non-reimbursable costs, including, but not limited to, services that are not pre-authorized by ModivCare.
43. **Payment Terms:** The section of Exhibit B of the Agreement titled "Payment Terms" is deleted in its entirety and replaced with the following:

Provider shall submit all claims to ModivCare for processing and payments within one-hundred-eighty (180) calendar days from the date of a covered trip. However, Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required.

i. For NEMT claims:

1. ModivCare shall within eighteen (18) calendar days of receiving an NEMT Claim notify the provider whether the claim is clean or pend the claim and request from the provider all additional information needed to process the claim.
 2. ModivCare shall pay or deny a clean claim at lesser of thirty (30) calendar days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.
 3. An NEMT pended claim shall be paid or denied within thirty (30) calendar days of receipt of the requested additional information.
- ii. If the requested additional information on an NEMT pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, ModivCare shall deny the claim per NC G.S. § 58-3-225 (d).
1. ModivCare shall reprocess NEMT claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).
- iii. If ModivCare fails to pay a clean claim in full pursuant to this provision, ModivCare shall pay Provider interest and penalty. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.
- iv. Failure to pay a clean claim within thirty (30) days of receipt will result in the ModivCare paying Provider a penalty equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.
- v. ModivCare shall pay the interest and penalty from subsections iii. and iv. as provided in those subsections and shall not require Provider to requests the interest or the penalty.



ModivCare Transportation Provider Electronic Data Interchange (EDI) Packet

Dear ModivCare Transportation Provider:

ModivCare has opened a secured web site designed to improve and streamline communication between you and ModivCare. Using the web site, you can print or download your trip list, enter information about trips that you complete for ModivCare, reroute trips, and enter trips that were not completed or were canceled. You may also bill ModivCare using this site, and if you choose to do so, you can obtain certain performance reports on your drivers and vehicles. Please note that certain billing functions are only available to fully contracted providers with rate and mileage agreements.

To utilize the site, you must register with our web site provider, ModivCare. The attached Electronic Data Interchange (EDI) forms must be filled out, signed and forwarded to ModivCare. The forms include:

1. Transportation Provider EDI Operational Information Form – use this form to provide your contact information to ModivCare and designate the people authorized to sign User Requests.
2. Electronic Data Interchange (EDI) Agreement – this form represents the agreement between you and ModivCare Solutions, LLC regarding the use of the secured web site.
3. EDI User Form – use this form to add or remove individual users from the system. You are responsible for properly managing your employees' access to the system.

If you are interested in using the site, please print the forms and have them filled out and signed by an authorized individual at your company. **If you are a brand new provider, include originals of these documents with your contracts.** If you are an existing provider, send the originals to ModivCare at the address indicated on the form. **The originals of the first two forms must be sent. Copies will not be accepted.** The EDI User form can be sent to ModivCare via fax or email.

Notes:

Providers who work in multiple states but only have one billing / back office address need only sign the EDI Agreement form once but must submit multiple Operational Information sheets (one for each state).

Providers who work in multiple states and have separate billing / back office addresses must sign the EDI Agreement and Operational Information forms for each state.

ModivCare Transportation Provider EDI Operational Information


Please Type or Print Clearly

Company Name: Friendly Medical Transportation
 Mailing Address: 3402 Mandy Lane Morehead City, NC 28557
 Contact Name: Nathan Awalt
 Job Title: Director
 Phone Number: 252 808-3400
 Fax Number: 252 808 3403
 Email Address: fmt@friendlymedicaltransport.com

ModivCare Provider Number: _____

Contracted Provider? Yes No

Authorized Signatures: The following authorized signatures will be accepted on User Request forms. If the signature on the User Request form does not match one of the below signatures, the request will be denied.

 _____ Signature	<u>Director</u> _____ Title	<u>Nathan Awalt</u> _____ Name
_____ Signature	<u>Billing Manager</u> _____ Title	<u>Mary Gardner</u> _____ Name
_____ Signature	<u>Billing Specialist</u> _____ Title	<u>Lashika Gibbs</u> _____ Name

Electronic Data Interchange (EDI) Agreement for ModivCare Transportation Providers

This is to certify that Friendly Medical Transportation of
(Company Name)

3402 Mundy Lane Morristown NJ 08857 on
(Street Address) (City) (State) (Zip Code)

the 22 day of June, 2021, agrees to the following conditions for the submission of electronic transactions to ModivCare Solutions, LLC.

1. The Transportation Provider acknowledges that certain information transmitted under this Agreement may be protected by the Health Insurance Portability and Accountability Act ("HIPAA") and agrees to comply with all relevant requirements of HIPAA and its regulations, including but not limited to:

- Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in connection with performing services for ModivCare;
- Ensuring that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
- Reporting to ModivCare any security incident of which it becomes aware;
- Agreeing that this agreement and any other agreement with ModivCare may be terminated if ModivCare determines that the Transportation Provider violated a material term of this contract.

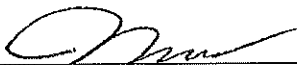
2. The Transportation Provider is not to be construed as an agent of ModivCare Solutions, LLC by virtue of this agreement. This agreement only governs the terms under which the undersigned Transportation Provider may submit electronic transactions while performing services for ModivCare Solutions, LLC

- 3. Access to ModivCare’s secure website may be terminated at any time by ModivCare Solutions, LLC with or without cause or notice. Providers must ensure that any PC used to access the site is fully up-to-date with all Microsoft operating systems patches and has updated anti-virus software such as Symantec (Norton) or McAfee.
- 4. The undersigned Transportation Provider agrees to use the system in accordance with the instructions of ModivCare and understands the intentional entry of invalid or false information is unlawful and may have significant adverse legal repercussions. The Transportation Provider is responsible for ensuring that its employees or agents use the system correctly. Contracted Transportation Providers may be assessed liquidated damages in accordance with their transportation contract with ModivCare for improper reporting or improper invoicing.
- 5. Each user of the secured electronic systems must have his or her individual user id and password which is kept confidential. There can be no “shared” logins.
- 6. The Transportation Provider will promptly notify ModivCare by fax of any EDI users who have left the company so their access to electronic systems can be terminated. Promptly is defined as a maximum of 2 business days.
- 7. This agreement will become effective when executed by both parties and may be amended only in writing similarly executed.

TRANSPORTATION PROVIDER

MODIVCARE SOLUTIONS, LLC

Friendly Medical Transportation
(Print Name of Company)


(Signature of Owner or Official)

Nashir Awalt
(Printed Name of Owner or Official)

Director 6-22-21
Title of Auth. Representative Date

William C. Echols

(Signature of Authorized Representative)

William C. Echols

(Printed Name of Authorized Representative)

SVP of Contracts & Pricing 8/14/2021

Title of Auth. Representative Date

Provider Web Site and EDI Support

We have set up a contact point at ModivCare Solutions, LLC for questions and concerns about the EDI Forms, the web sites, and user logins.

You can call or email the below contact for the following issues:

- Questions about how to fill out the EDI forms
- Questions on the status of your EDI application
- Questions about user logins
- To report that the web site is down
- To request a copy of the web site Users Guide
- Questions about inactive accounts
- Changes to Operational Information

Please **do not** call the below contact for the following types of issues:

- Questions about your PCs or Internet connection
- Questions about your Electronic Fund Transfer
- Questions about your payments or any billing issues

Transportation Provider Support

Phone: 866-216-7867

Email: ITproviderEDI@ModivCare.com

- Support Hours: 06:00 am to 11:00 pm Eastern and voice mail after hours. Please allow up to 4 business hours for a return call or return email.
- Any changes in Operational Information require a new Operational Information form to be completed and returned to ModivCare.
- If a user login has been inactivated due to a lack of activity, an EDI User form is required to have the login re-activated.

Any issues or questions you have that are not included in the list of approved items for this contact point should be directed to your Regional Manager or Transportation Manager.

EXHIBIT B
RATES, INVOICING AND PAYMENT TERMS

MODIVCARE and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

Rates

Only services specifically pre-authorized by, and for which a job number (aka "Ride ID") has been assigned to the Provider by MODIVCARE will be compensated. Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, or non-emergency ambulance) as requested by MODIVCARE.

Provider agrees to accept on a per trip basis the lesser of its actual billed charges or the amount calculated using the applicable mileage and rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider's bill to MODIVCARE and all payments made by MODIVCARE to Provider include all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

Provider agrees that MODIVCARE's determination of mileage shall be final. If Provider believes there to be a material mileage error, Provider may bring it to MODIVCARE's attention before running the trip. MODIVCARE will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of MODIVCARE. If Provider is not satisfied with MODIVCARE's decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by MODIVCARE. In addition, the parties agree that MODIVCARE may use automated vehicle location ("AVL") geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Invoices Submitted to MODIVCARE.

If using an approved Software Partner, Provider warrants and represents that any rates or formulas used by the Software Partner to calculate the invoice amount is materially consistent with the rates shown in the table included as Attachment 1 to this Exhibit B. Providers that use an approved Software Partner shall provide all required data elements as defined in this Agreement for vehicles and drivers used to perform services under this Agreement, including in the event Provider uses vehicles or drivers that are not individually approved by MODIVCARE to perform services. Performance of a MODIVCARE assigned trip by Provider shall be deemed as approval and/or authorization for its approved Software Partner to communicate the aforesaid data for each vehicle and driver that performs a MODIVCARE assigned trip.

Co-Pay, Subrogation, and Coordination of Benefits

In the event that Participants are responsible for any co-payment per trip, then Provider is responsible for collection of those amounts. Provider shall retain the co-payment and the total of the collectible co-payment will be deducted from the total charges payable to Provider.

Provider agrees to fully cooperate with MODIVCARE's and Client's efforts, if any, with regard to third party recovery rights (e.g., subrogation and coordination of benefits) for services provided under this Agreement.

Wait time

Only wait time specifically pre-authorized by MODIVCARE will be compensated.

Payment Terms

AS A CONDITION OF PAYMENT, PROVIDER MUST SUBMIT ACCURATE INVOICES, INCLUDING PROPERLY COMPLETED TRIP LOGS, TO MODIVCARE WITHIN ONE-HUNDRED EIGHTY (180) DAYS OF DATE OF SERVICE. TIME IS OF THE ESSENCE WITH RESPECT TO PROVIDING PROMPT AND ACCURATE INVOICES. INVOICES NOT SUBMITTED WITHIN ONE-HUNDRED EIGHTY (180) DAYS OF DATE OF SERVICE WILL BE DENIED AND DISALLOWED IN THEIR ENTIRETY. HOWEVER, PROVIDER'S FAILURE TO SUBMIT A CLAIM WITHIN THIS TIME WILL NOT INVALIDATE OR REDUCE ANY CLAIM IF IT WAS NOT REASONABLY POSSIBLE FOR PROVIDER TO SUBMIT THE CLAIM WITHIN THAT TIME. IN SUCH CASE, THE CLAIM SHOULD BE SUBMITTED AS SOON AS REASONABLY POSSIBLE, AND IN NO EVENT, LATER THAN ONE (1) YEAR FROM THE TIME SUBMITTAL OF THE CLAIM IS OTHERWISE REQUIRED.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims will be denied in their entirety if not resubmitted within ninety (90) days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Provider's invoice.

Provider shall cooperate with MODIVCARE and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Participants actually attended covered medical services associated with trips invoiced by Provider. Notwithstanding any provision of the Agreement to the contrary, MODIVCARE shall only pay for transportation services when Participants actually attend a Medicaid and/or Medicare covered medical service. If a trip payment to Provider is denied because a Participant did not attend an associated covered medical service, Provider may, to the extent permitted by law, directly bill the Participant for the transportation services. Any duplicate or overpayments made to Provider may be offset by MODIVCARE against future payments to Provider.

MODIVCARE pays properly submitted uncontested invoices twice per month by check or electronic transfer within thirty (30) days after receipt (which may be the date of receipt of paper trip logs with

member signatures, if applicable), or more frequently if required by applicable State regulations or by the Client Contract. If a payment date falls on a holiday, payments will be made on the next working weekday.

In the event that the Client is unable or unwilling to pay MODIVCARE amounts validly due under the Client Contract, MODIVCARE may delay payments to Provider until such time as the Client pays the outstanding amounts.

Quality Assurance

MODIVCARE will regularly confirm Participant attendance at the medical appointments designated in the trip reservations as part of its duty to prevent and mitigate fraud, waste and abuse. Provider agrees to cooperate with MODIVCARE to investigate any instances in which a medical facility reports a Participant did not attend an appointment associated with a trip reservation that has been reported as a completed trip by Provider and has been invoiced to and paid by MODIVCARE. Provider's failure to respond in writing within thirty (30) days of MODIVCARE's written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. MODIVCARE shall deduct the cost of such trips from Provider's next payment. If no payments to Provider are due, the Provider shall return the amounts in question to MODIVCARE within thirty (30) days of written demand.

Optional Participant Signature Requirements

The following additional provisions shall apply if, and only if, a MODIVCARE Client requires a Participant signature to be captured as confirmation of a completed trip.

- MODIVCARE shall notify Provider in writing no less than 30 days prior to implementation of a Client mandated Participant signature requirement, in which event, and as a condition of payment, Provider's electronic invoice shall include Participant's e-signature.
- If Provider's electronic invoice does not capture the Participant's e-signature, Provider shall submit to MODIVCARE completed paper trip logs, including Participants' signatures, for all trips billed by Provider.
- In the event a Participant is incapable of e-signing or signing the paper trip log, a member of the Participant's household or designated caretaker, or a representative of the drop-off medical facility is required to e-sign or sign the paper trip log using their own name (i.e., not signing the Participant's name) and stating their relationship to the Participant (i.e., James Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Participant's name on behalf of the Participant.
- Unsigned trips, trips with Participant's initials instead of signatures, or trips with notes that the Participant is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete paper trip logs, if applicable, will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable.
- If Provider is submitting paper trip logs to supplement electronic invoices, Provider must also include a completed summary invoice form with each batch of trip logs submitted to MODIVCARE. Provider shall use trip log and summary invoice forms that are provided by MODIVCARE. MODIVCARE reserves the right to modify the format of the trip log and

summary invoice form from time to time. Provider may use alternative trip log or summary invoice forms only with the express written consent of MODIVCARE.

- Paper trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. MODIVCARE reserves the right to deny individual trips or entire trip logs with excessive changes pending confirmation of the details of such changes with Provider.
- For clarity, paper trip logs are only required if Provider's electronic invoices do not capture Participants' e-signatures. Paper trip log are not required if Provider's electronic invoices capture and transmit Participant e-signatures.

Charges Against Invoices

If requested by Provider or otherwise required by the Client Contract, MODIVCARE may provide certain driver and/or attendant training and/or orientation services to Provider free of charge.

In addition, MODIVCARE has entered into an agreement with an independent credentialing company for nationwide access to credentialing and screening services for drivers. This company offers the minimum level of credentialing required by MODIVCARE at a highly competitive rate. Provider may use the independent credentialing company and access the rates negotiated by MODIVCARE for such services or it may use an alternative vendor, pre-approved by MODIVCARE, to complete the necessary credentialing requirements. If Provider uses the independent credentialing company, the actual cost of such services shall be deducted from Provider's invoice at cost without additional profit or surcharge applied by MODIVCARE.

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**ATTACHMENT 1 TO EXHIBIT B
RATE CARD**

Provider Name (“Provider”): Friendly Medical Transportation

Rate Table

Rate Description	Base Rate	Comments
Non-Emergency Ambulance Services:		
<i>Basic Life Support (BLS) - Base Rate per leg</i>	\$162.27 + 4.94	Mileage rates for BLS starting at mile zero (Base Rate + Mileage)
<i>Advanced Life Support (ALS) - Base Rate per leg</i>	\$194.72 + 4.94	Mileage rates for ALS starting at mile zero (Base Rate + Mileage)
<i>Special Rate BLS (T2003 – Per leg)</i>	\$248.85	
<i>Special Rate ALS (T2003 – Per leg)</i>	\$248.85	
<i>Special Rate Out of County Mileage (T2003)</i>	\$3.18	Mileage rates begins once ambulance exits the county of pickup

The rates listed on this Attachment 1 to Exhibit B shall be effective on the date executed by ModivCare as specified below (the “Effective Date”).

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: _____
 Name: _____
 Title: _____
 Effective Date: _____

By: Nathan Awaft
 Name: [Signature]
 Title: Director
 Date: 11-9-21


- I. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.
- J. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- K. Entire Agreement. This Agreement, including all Exhibits, attachments and incorporated material (i.e., Provider Manual) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter. This Agreement may be executed in any number of counterparts which, read together, shall constitute one instrument.
- L. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by ModivCare as specified below (the "Effective Date").

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: William C. Echols
 Name: William C. Echols
 Title: SVP of Contracts & Pricing
 Effective Date: 8/14/2021

By: 
 Name: Nathan Awall
 Title: Director
 Date: 6-22-21

Rate Detail Report

Rates Effective as of: 07/01/2021

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC %RATE	INCENT RATE	HOOR RATE	CAP RATE
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Transportation Provider: Friendly Medical Transportation

Region: NC Amerigroup Healthy Blue MCD - OOS - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC Amerigroup Healthy Blue MCD - Reg 1 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC Amerigroup Healthy Blue MCD - Reg 2 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC Amerigroup Healthy Blue MCD - Reg 3 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Rate Detail Report

Rates Effective as of: 07/01/2021

11/03/2021 9:52 AM

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC %RATE	INCENT RATE	HOUR RATE	CAP RATE
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Region: NC Amerigroup Healthy Blue MCD - Reg 4 - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC Amerigroup Healthy Blue MCD - Reg 5 - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC Amerigroup Healthy Blue MCD - Reg 6 - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC AmeriHealth MCD - Out of State - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC AmeriHealth MCD - Region 1 - Standard Rates

<u>Advanced Life Support</u>																			
<u>Basic Life Support</u>																			

Rate Detail Report

Rates Effective as of: 07/01/2021

<u>START DATE</u>	<u>END DATE</u>	<u>START TIME</u>	<u>END TIME</u>	<u>START MILES</u>	<u>END MILES</u>	<u>BASE RATE</u>	<u>MILE RATE</u>	<u>FREE MILES</u>	<u>WAIT RATE</u>	<u>ASSIST RATE</u>	<u>ATTEND RATE</u>	<u>ADULT ESCORT RATE</u>	<u>CHILD ESCORT RATE</u>	<u>ADMIN %RATE</u>	<u>DISC %RATE</u>	<u>INCENT RATE</u>	<u>HOURLY RATE</u>	<u>CAP RATE</u>
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Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC AmeriHealth MCD - Region 2 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC AmeriHealth MCD - Region 3 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC AmeriHealth MCD - Region 4 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC AmeriHealth MCD - Region 5 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Rate Detail Report

Rates Effective as of: 07/01/2021

11/03/2021 9:52 AM

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC %RATE	INCENT RATE	HOOR RATE	CAP RATE	
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC AmeriHealth MCD - Region 6 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC Anthem BCBS MCR - All - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC Centene CCH MCD - Region 3 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC Centene CCH MCD - Region 4 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			

Rate Detail Report

Rates Effective as of: 07/01/2021

11/03/2021 9:52 AM

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC %RATE	INCENT RATE	HOURLY RATE	CAP RATE	
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC Centene CCH MCD - Region 5 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC Humana Group Retiree MCR - All - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC Humana National MCR - All Regions - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC UHC CIP MCR - All - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Rate Detail Report

Rates Effective as of: 07/01/2021

11/03/2021 9:52 AM

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC %RATE	INCENT RATE	HOURLY RATE	CAP RATE
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Region: NC UHC Covid Vax - All - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC United Dual MCR - All - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC United Group Retiree MCR - All - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC United MCD - Default - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Region: NC United MCD - Out of State - Standard Rates

<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Rate Detail Report

Rates Effective as of: 07/01/2021

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC %RATE	INCENT RATE	HOURLY RATE	CAP RATE	
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC United MCD - Region 1 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC United MCD - Region 2 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC United MCD - Region 3 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Basic Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Region: NC United MCD - Region 4 - Standard Rates</u>																			
<u>Advanced Life Support</u>																			
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Rate Detail Report

Rates Effective as of: 07/01/2021

START DATE	END DATE	START TIME	END TIME	START MILES	END MILES	BASE RATE	MILE RATE	FREE MILES	WAIT RATE	ASSIST RATE	ATTEND RATE	ADULT ESCORT RATE	CHILD ESCORT RATE	ADMIN %RATE	DISC. %RATE	INCENT RATE	HOURLY RATE	CAP RATE
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC United MCD - Region 5 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC United MCD - Region 6 - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC United Medicare - All - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Region: NC Windsor Healthplan - All Regions - Standard Rates

Advanced Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Basic Life Support

07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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11/03/2021 9:52 AM

Rate Detail Report

LogistiCare Solutions, LLC

Rates Effective as of: 07/01/2021

<u>START DATE</u>	<u>END DATE</u>	<u>START TIME</u>	<u>END TIME</u>	<u>START MILES</u>	<u>END MILES</u>	<u>BASE RATE</u>	<u>MILE RATE</u>	<u>FREE MILES</u>	<u>WAIT RATE</u>	<u>ASSIST RATE</u>	<u>ATTEND RATE</u>	<u>ADULT ESCORT RATE</u>	<u>CHILD ESCORT RATE</u>	<u>ADMIN %RATE</u>	<u>DISC %RATE</u>	<u>INCENT RATE</u>	<u>HOURLY RATE</u>	<u>CAP RATE</u>	
07/01/2021	NONE	12:00 AM	12:00 AM	0	9,999	74.29	3.18000	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*Emailed Courtney
on 11-17-21*

ModivCare

ATTACHMENT 1 TO EXHIBIT B
RATE CARD

Provider Name ("Provider"): Friendly Medical Transportation

Rate Table

Rate Description	Base Rate	Comments
Non-Emergency Ambulance Services:		
<i>Basic Life Support (BLS) - Base Rate per leg</i>	\$162.27 + 4.94 Mileage rates for BLS starting at mile zero (Base Rate + Mileage)	
<i>Advanced Life Support (ALS) - Base Rate per leg</i>	\$194.72 + 4.94 Mileage rates for ALS starting at mile zero (Base Rate + Mileage)	
<i>Special Rate BLS (T2003 - Per leg)</i>	\$248.85	
<i>Special Rate ALS (T2003 - Per leg)</i>	\$248.85	
<i>Special Rate Out of County Mileage (T2003)</i>	\$3.18	Mileage rates begins once ambulance exits the county of pickup

ModivCare

The rates listed on this Attachment 1 to Exhibit B shall be effective on the date executed by ModivCare as specified below (the "Effective Date").

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: _____
 Name: _____
 Title: _____
 Effective Date: _____

By: Nathan Auer
 Name: [Signature]
 Title: Director
 Date: 11-9-21

*ALS, NON A0426
 A0425 - mileage
 BLS - A0428
 non Emer*