



**WellTrans Provider
In Network Agreement**



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TRANSPORTATION PROVIDER AGREEMENT

between

WELLTRANS (“WELLTRANS”)

and

_____ (“Provider”)

EFFECTIVE DATE: _____

WHEREAS, WELLTRANS provides brokerage services for non-emergency medical transportation in the State of Indiana pursuant to contracts with certain public agencies and/or private organizations, including, but not limited to, the State of Indiana Family and Social Services Administration; and

WHEREAS, WELLTRANS wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services; and

WHEREAS, Provider is in the business of performing non-emergency medical transportation services and wishes to provide such services pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RESPONSIBILITIES OF WELLTRANS.

- A. Process Transportation Requests. WELLTRANS will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule trips, submit daily trip requests to Provider (referred to as a “Provider Manifest”), verify billing information, and perform such other administrative functions as WELLTRANS deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, WELLTRANS shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by WELLTRANS, in its sole discretion, in the event that WELLTRANS deems it necessary for the proper performance of its obligations under the Client Contract.
- B. Payments for Transportation. WELLTRANS shall pay Provider for its services as set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for its services.
- C. Orientation. WELLTRANS shall provide one or more orientation sessions for Provider staff, which will be offered at a WELLTRANS regional office or the Provider’s base of operations. Provider is responsible for ensuring that it and its employees understand all requirements and procedures for the provision of services pursuant to this Agreement.

II. RESPONSIBILITIES OF PROVIDER. Provider shall provide non-emergency medical transportation to Participants and their escorts, attendants and assistants as requested by WELLTRANS in a manner to ensure the safety of all passengers. All transportation shall be performed in accordance with the terms of this Agreement and WELLTRANS’s Indiana Transportation Provider Manual (“Provider Manual”), which is incorporated by reference and is a part of this contract.



A. General Operational Requirements.

1. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ambulance (if applicable).
2. Services will be provided in at least those geographic service areas identified by Provider on the Provider Questionnaire which will be completed by Provider in conjunction with execution of this Agreement.
3. Client or its designated representative may ride on trips to monitor service. Provider's vehicles must be made available to Client or its designated representative for inspection at any time.
4. Provider shall establish and maintain both a telephone line and fax line for WELLTRANS to contact Provider. Fax lines shall be equipped with a fax machine that provides reasonably unrestricted access to WELLTRANS to send faxes to Provider. Provider shall receive trip reservations via fax or secure website from WELLTRANS each day and confirm the receipt thereof in a form acceptable to WELLTRANS. For same day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and job numbers from WELLTRANS by telephone.
5. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow WELLTRANS 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. In the event the Provider does not provide 24-hour notice and WELLTRANS must make, as a result of the short notice, premium price alternate transportation arrangements, Provider will be responsible for any additional charges incurred by WELLTRANS. These charges may be deducted from amounts owed to Provider. This provision does not apply to cases of documented emergency or act of god.
6. Provider shall promptly inform WELLTRANS if a Participant is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip), or if Provider suspects the Participant is not attending a Medicaid or Medicare covered service at the drop-off location.
7. Provider, upon consultation with WELLTRANS, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of either Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
8. Provider shall participate in WELLTRANS's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation and/or assistance and data collection to confirm Participant's attendance of a covered service appointment at the drop-off location. 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.
9. Provider shall utilize only drivers and vehicles that are registered with and pre-approved by WELLTRANS to perform services under this Agreement. Provider agrees that no payment will be made for any trips performed by drivers or vehicles not pre-approved by WELLTRANS to perform services.
10. Provider shall maintain office hours for dispatch and recovery until all trips assigned to provider are complete.



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

1. Provider warrants that it is actively enrolled as an Indiana Medicaid provider and that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud. Provider shall upon request submit documentation to WELLTRANS confirming it is an active Indiana Medicaid provider.
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. Provider warrants that none of its employees or subcontractors in any way connected to Medicaid Transportation under this Agreement have been convicted of Medicaid or Medicare fraud, or been terminated from the Medicaid or Medicare program, or have been excluded from participation in any Indiana Program.
3. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses, permits or 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 furnish WELLTRANS with all documentation required by this section immediately upon request, including, but is not limited to: vehicle licenses; driver's license for each vehicle operator, and a company business license.
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 WELLTRANS or Client upon request.
5. Provider agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between WELLTRANS and Client.
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction: The Provider agrees by signing this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the an appropriate state or federal authority.
7. To the extent any compensation paid by WELLTRANS 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. Taxis, Sedans and Multi-Passenger Vans and Wheelchair Vans: The required amount of insurance is the greater of the amount required by city or county ordinance for taxis or \$1,000,000 per accident. The insurance policy must specify either "Any Auto" or symbols "2", "8" and "9".
 - b. Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$1,000,000 per accident.
2. Commercial General Liability Coverage. \$1,000,000 per incident 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 statute per the State of Indiana with Employers Liability coverage, in an amount not less than \$100,000 each accident, \$100,000 disease each employee and \$500,000 disease policy limit
4. Professional Liability. \$1,000,000 per accident. Coverage is to be held and maintained by providers that operate wheelchair vehicles.
5. Additional Insurance Requirements.
 - a. All insurance coverage, except Workers' Compensation, shall name WellTrans, Professional Management Enterprises Inc, and the officers, agents, and employees of The State of Indiana and The State of Indiana Family and Social Services Administration as "Additional Insured". For any claims related to this Contract, the Provider's insurance coverage shall provide primary limits over any other liability policy provided by WELLTRANS or Prime Contractor. Any insurance or self-insurance maintained by the Provider shall be primary of WELLTRANS'S insurance and shall not contribute with it.
 - b. Before the Effective Date of the Agreement the Provider shall submit to WELLTRANS certificates of insurance from its agent or carrier listing WellTrans and any Client as communicated in writing by WELLTRANS as "Additional Insured" and listing WellTrans 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 WELLTRANS 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 WELLTRANS shall describe the Provider's business as "for hire transportation," confirm that the Comprehensive General Liability policy provides coverage for contractual liabilities, sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto" or symbols "2", "8" and "9".



WellTrans Provider IN NETWORK Agreement

- 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 WELLTRANS may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Provider's insurance coverage or policy terms.
 - g. Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-, unless otherwise acceptable to WellTrans.
 - h. For any claims related to this Contract, the Provider's insurance coverage shall provide primary limits over any other liability policy provided by WELLTRANS or Prime Contractor. Any insurance or self-insurance maintained by the Provider shall be excess of WELLTRANS'S insurance and shall not contribute with it.
 - i. Provider hereby grants to WellTrans a waiver of any right to subrogation which any insurer of said Provider may acquire against WellTrans by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not WellTrans has received a waiver of subrogation endorsement from the insurer.
- D. Indemnification. Provider shall indemnify, protect, and hold WELLTRANS, the State of Indiana, the State of Indiana Family and Social Services Administration FSSA, (as well as any other Client as communicated in writing by WELLTRANS) 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 WELLTRANS 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. Provider must be able to provide copies of any requested records to WELLTRANS, the Client or its agents within three days notice. Detailed document retention requirements may be found in the Provider Manual.
- F. Independent Contractor. The relationship between WELLTRANS 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 WELLTRANS, which may be withheld in WELLTRANS's sole discretion. Any attempted unauthorized assignment shall be null and void. WELLTRANS 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 WELLTRANS 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 WELLTRANS 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 WELLTRANS 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 WELLTRANS 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 days written notice.

Either party may terminate this Agreement upon 30 days 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.

WELLTRANS 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 WELLTRANS staff, or failing to have insurance required by this Agreement.

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

- C. Termination after Assignment. If WELLTRANS 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 Indiana, 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 WELLTRANS 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. 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 WELLTRANS at:

WellTrans
 7155 Shadeland Station Way, Suite 190
 Attn: Compliance Department
 Indianapolis, IN 46256

To Provider at:

- E. 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 by WELLTRANS from time to time. In addition, WELLTRANS may unilaterally amend this Agreement as required to comply with applicable law or regulation.
- F. Client Amendment. This Agreement may be 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.
- G. 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 to the Indiana Department of Family and Social Service Administration, which shall conduct the arbitration free of charge. The decision of the state staff arbitrator shall be final and binding on the Parties. Each party shall bear its own costs and expenses 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 WellTrans 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.
- H. 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.

- I. 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.
- J. Entire Agreement. This Agreement 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.
- K. 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.
- L. Assignment to FSSA. Should the WELLTRANS default or have its contract with the FSSA terminated, this Agreement will pass to FSSA or its agent for the continued provision of services to Participants. All terms, conditions and rates established by the Agreement shall remain in effect until or unless renegotiated with FSSA or its agent subsequent to default action or unless otherwise terminated by FSSA at its sole discretion.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by WellTrans as specified below.

WELLTRANS

Effective Date: _____

Signature: _____

Printed Name: _____

Title: _____

PROVIDER

Date: _____

Signature: _____

Printed Name: _____

Title: _____



Exhibit A Liquidated Damages

The Parties agree that the failure of Provider to perform services in conformance with this Agreement may cause WellTrans 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. WELLTRANS 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 WELLTRANS 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 WELLTRANS does not owe Provider any monies, Provider agrees that WELLTRANS 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 utilized 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 WELLTRANS and covered under Provider’s applicable insurance policies. This provision includes failure to include WELLTRANS and Client as “Additional Insured” and WELLTRANS 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:** Any driver or attendant who is found not to be in compliance with the terms of this Agreement or the Client Contract, or who is not registered with WELLTRANS must be immediately



removed from driving under this contract.

Liquidated Damages: \$100 per driver or attendant per calendar day or any part thereof in which a driver who is non-compliant with terms of this Agreement and/or the Brokerage Contract is allowed to drive under this Agreement, not to exceed \$2,500 per month per occurrence.

5. **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.

6. **Requirement:** Provider must submit reroutes within 24 hours of 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).

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.

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

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

8. **Requirement:** Provider must pick up 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 WELLTRANS prior to the scheduled pick-up time.

- \$25 per occurrence where vehicle arrives more than 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.
- \$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”.

9. **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 WELLTRANS prior to the scheduled drop-off time.

10. **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 WELLTRANS prior to the scheduled pick-up or drop-off time.

11. **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 WELLTRANS will mutually discuss if any unexpected circumstance beyond the Provider’s control has occurred to warrant such reroutes.

12. **Requirement:** Provider must invoice WELLTRANS 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.

13. **Requirement:** Provider’ management staff (someone with decision making authority) must be available to speak to WELLTRANS 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 WELLTRANS representative for one (1) hour or more during normal business hours or while a Participant is onboard a Provider vehicle.

14. **Requirement:** Provider must have a functional fax machine available that provides reasonably reliable access for WellTrans to send fax documents to Provider.

Liquidated Damages: \$100 for each occurrence when Provider’s fax line or machine is unavailable to receive fax transmissions from WellTrans for one (1) hour or more during normal business hours.



**Exhibit B
Transportation Agreement
Rates, Invoicing and Payment Terms**

entered into by and between

WELLTRANS (“WellTrans”)

and

(“Provider”) _____

WELLTRANS 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 has been assigned to the Provider by WELLTRANS will be compensated. Provider shall be paid the lesser of its actual billed charges or the rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider’s bill to WELLTRANS and all payments made by WELLTRANS 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.

To determine the payment amount WELLTRANS calculates mileage and Shared Ride Trip status using proprietary and/or third party mapping software. Distances are measured as the shortest distance from the point of pick-up to the point of drop-off and rounded to the nearest whole number. Provider agrees that WELLTRANS’s determination of mileage and Shared Ride Trip status shall be final. If Provider believes there to be a material mileage error, Provider may bring it to WELLTRANS’s attention before running the trip. WELLTRANS will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of WELLTRANS. If Provider is not satisfied with WELLTRANS’s decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by WELLTRANS. In addition, the parties agree that WELLTRANS may use automated vehicle location (“AVL”) geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) as requested by WELLTRANS. Provider agrees and acknowledges that WELLTRANS shall review Provider billings and will identify trips that match the definition of “Shared Ride Trip” and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

Co-Pay

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.



Wait Time

Only wait time specifically pre-authorized by WELLTRANS will be compensated. In general, wait time will only be pre-authorized for trips greater than 50 miles. Pricing for wait time under the Agreement shall be as follows:

Class of Service	Compensation

Payment Terms

As a condition of payment, Provider must submit accurate invoices, including properly completed trip logs, to WELLTRANS within 60 days of date of service. Time is of the essence with respect to providing prompt and accurate invoices. **No payments will be made for services performed by non-compliant drivers or vehicles, including drivers or vehicles that are not registered with and approved by WELLTRANS to provide services.** Invoices submitted more than 90 days after date of service will be disallowed in their entirety.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. 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 WELLTRANS 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, WELLTRANS 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 WELLTRANS against future payments to Provider.

WELLTRANS pays properly submitted uncontested invoices twice per month by check or electronic transfer within 30 days after submission, 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 WELLTRANS amounts validly due under the Client Contract, WELLTRANS may delay payments to Provider until such time as the Client pays the outstanding amounts.

Quality Assurance

WELLTRANS 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 WELLTRANS 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 WELLTRANS. Provider’s failure to respond in writing within thirty (30) days of WELLTRANS’s written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. WELLTRANS 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 WELLTRANS within thirty (30) days of written demand.

Invoice Requirements

As a condition of payment, Provider shall submit to WELLTRANS all completed trip logs pertaining to the all trips billed by Provider. The trip logs shall include the signatures of the Participants. In the event a Participant is incapable of signing the trip log, a member of the Participant’s household or designated caretaker, or a representative of the drop-off medical facility is required to sign the 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 trip logs 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. Provider must include a completed summary invoice form with each batch of trip logs submitted to WELLTRANS. Provider shall use trip log and summary invoice sheet forms that are provided by WELLTRANS. WELLTRANS reserves the right to modify the format of the trip log and summary sheet from time to time. Provider may use alternative trip log or summary invoice sheet forms only with the express written consent of WELLTRANS.

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. WELLTRANS reserves the right to deny individual trips or entire trip logs that evidence excessive changes pending confirmation of the details of such changes with Provider.

Charges Against Invoices

If requested by Provider or otherwise required by the Client Contract, WELLTRANS may provide certain driver and/or attendant training and/or orientation services to Provider free of charge. WELLTRANS’s cost to produce the materials distributed to Provider (or employees of Provider) pursuant to these training and/or orientation services may be deducted from Provider’s invoice following such training or orientation services.

In addition, WELLTRANS 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 WELLTRANS at a highly competitive rate. Provider may use the independent credentialing company and access the rates negotiated by WELLTRANS for such services or it may use an alternative vendor, pre-approved by WELLTRANS, to complete the necessary credentialing requirements. If Provider uses the independent credentialing company then the actual cost of such services shall be deducted from Provider’s invoice at cost without additional profit or surcharge applied by WELLTRANS.

WELLTRANS

Printed Name: _____
Title: _____
Signature: _____
Date: _____

PROVIDER

Printed Name: _____
Title: _____
Signature: _____
Date: _____



Attachment 1 to the Exhibit B

WELLTRANS TP Name:
WELLTRANS Provider Code:

Negotiated Rates

Table with 5 columns: Level of Service, 0-3, 4-6, 7-10, Per Mile After 10 Miles. The table is currently empty.

WELLTRANS

Printed Name:
Title:
Signature:
Date:

PROVIDER

Printed Name:
Title:
Signature:
Date:

Note:

Large empty rectangular box for notes.



**Exhibit C
Subcontractor Business Associate Agreement**

Provider Name: _____

This Subcontractor Business Associate Agreement (“Agreement”) is entered into as of ___202___, by and between WELLTRANS and___ (“**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, WELLTRANS and Subcontractor Business Associate are parties to a pre-existing agreement (the “Prior Agreement”), pursuant to which Subcontractor Business Associate provides services to WELLTRANS;

Whereas, in connection with services provided under the Prior Agreement, WELLTRANS makes available to Subcontractor Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection;

Whereas, WELLTRANS has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, WELLTRANS has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which WELLTRANS 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 WELLTRANS to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which WELLTRANS 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 WELLTRANS 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 WELLTRANS or WELLTRANS’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 WELLTRANS.
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 WELLTRANS 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 WELLTRANS to assist WELLTRANS 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 WELLTRANS, 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 WELLTRANS, 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 WELLTRANS HIPAA Compliance Officer at any of the following:

<u>Address</u>	<u>Telephone</u>	<u>Fax</u>
WellTrans Attn: HIPAA Compliance Officer 7155 Shadeland Stations Way, Suite 190 Indianapolis, IN 46256	1-317-785-5500	1-888-238-9816

- e. **Breach Notification.** In the event of a Breach of Unsecured PHI, Subcontractor shall provide written notification to WELLTRANS of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that WELLTRANS 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 WELLTRANS 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 WELLTRANS. Notification must be provided in writing to the designated WELLTRANS 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 WELLTRANS HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to WELLTRANS at no cost to WELLTRANS 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 WELLTRANS.



- 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 WELLTRANS billing documents.
 - h. **Right of Access to Information.** To the extent that WELLTRANS 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 WELLTRANS within five business days of WELLTRANS'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 WELLTRANS for amendment within five business days of WELLTRANS'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 WELLTRANS or WELLTRANS'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 WELLTRANS 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 WELLTRANS, available to WELLTRANS and to the Secretary for purposes of determining WELLTRANS 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 WELLTRANS or WELLTRANS's Covered Entity Clients, or created or received by Subcontractor on WELLTRANS'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 and further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to WELLTRANS 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 WELLTRANS 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 WELLTRANS, or created or received by Subcontractor on behalf of WELLTRANS, is destroyed or returned to WELLTRANS, or, if it is not feasible to return or destroy, protections are extended to such information.
5. **Termination for Cause.** Upon WELLTRANS's knowledge of a material breach by Subcontractor of the terms of this Agreement, WELLTRANS shall either:



- a. Provide an opportunity for Subcontractor to cure the breach or to end the violation within a time specified by WELLTRANS. Should the Subcontractor not cure the breach nor end the violation within the time specified by WELLTRANS, WELLTRANS 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, WELLTRANS shall report the violation to the Secretary.
6. **Indemnification.** Subcontractor shall indemnify and hold WELLTRANS 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 WELLTRANS's Covered Entity Clients to whom Subcontractor provides services and with whom WELLTRANS 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, WELLTRANS 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 WELLTRANS 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 WELLTRANS.

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



WELLTRANS



Date: _____
Signature: _____
Printed Name: _____
Title _____

SUBCONTRACTOR

(Print or Type Provider Name)

Date: _____
Signature: _____
Printed Name: _____
Title: _____



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.

WellTrans' policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about WellTrans' 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 WellTrans. 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 WellTrans policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to WellTrans, 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

WellTrans 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



WellTrans Provider IN NETWORK Agreement

the OIG exclusion database. No excluded person may drive under a WellTrans contract.

WellTrans 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 WellTrans or any government agency, as required by law.



Part A: Disclosure of Ownership and Control
(Required by 42 C.F.R. §455.104)

Name of Provider: _____

- 1. List the name, address, social security number, and date of birth for each person with an ownership or control interest of 5% or more in the above named entity.

Table with 5 columns: Name, Address, SSN, Date of Birth, Percent of Interest. Contains 5 empty rows for data entry.

- 2. Indicate whether any of the persons identified above are related to another listed above as a spouse, parent, child or sibling.

Table with 3 columns: Name, Name, Relationship. Contains 5 empty rows for data entry.

- 3. Does any person listed in response to #1 above also have an ownership or control interest in another entity which is required to report ownership or control interest? If yes, identify the person and the name of the other entity.

Table with 2 columns: Name, Name of Other Entity. Contains 5 empty rows for data entry.



WellTrans Provider IN NETWORK Agreement

- 4. The name, address, date of birth, and Social Security Number of any managing employee. “Managing employee” includes general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation.

Name	Address	SSN	Date of Birth

By signing this form, I certify that the information provided is true and correct. I will notify WellTrans if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: _____ **Title:** _____
 (print or type) (print or type)

Signature: _____ **Date:** _____

Text of 42 C.F.R. §455.104

§ 455.104 Disclosure by Medicaid providers and fiscal agents: Information on ownership and control.

- (a) *Who must provide disclosures.* The Medicaid agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.
- (b) *What disclosures must be provided.* The Medicaid agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:
- (1)
 - (i) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - (ii) Date of birth and Social Security Number (in the case of an individual).
 - (iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest.
 - (2) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
 - (3) The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).
- (c) *When the disclosures must be provided.*
- (1) *Disclosures from providers or disclosing entities.* Disclosure from any provider or disclosing entity is due at any of the following times:
 - (i) Upon the provider or disclosing entity submitting the provider application.
 - (ii) Upon the provider or disclosing entity executing the provider agreement.
 - (iii) Upon request of the Medicaid agency during the re-validation of enrollment process under § 455.414.
 - (iv) Within 35 days after any change in ownership of the disclosing entity.
 - (2) *Disclosures from fiscal agents.* Disclosures from fiscal agents are due at any of the following times:
 - (i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - (ii) Upon the fiscal agent executing the contract with the State.
 - (iii) Upon renewal or extension of the contract.
 - (iv) Within 35 days after any change in ownership of the fiscal agent.
 - (3) *Disclosures from managed care entities.* Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
 - (i) Upon the managed care entity submitting the proposal in accordance with the State's



- procurement process.
- (ii) Upon the managed care entity executing the contract with the State.
- (iii) Upon renewal or extension of the contract.
- (iv) Within 35 days after any change in ownership of the managed care entity.
- (4) *Disclosures from PCCMs.* PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
- (d) *To whom must the disclosures be provided.* All disclosures must be provided to the Medicaid agency.
- (e) *Consequences for failure to provide required disclosures.* Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

[76 FR 5967, Feb. 2, 2011]



Part B: Disclosure of Convictions
(Required by 42 C.F.R. §455.106)

Name of Provider: _____

List the name and address of each person with an ownership or control interest of 5% or more in the above named entity, or is an agent or managing employee of the above named entity,

and

has been convicted of a criminal offense related to that person’s involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

(**Note:** “Agent or managing employee” means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.)

Name	Relationship to Provider	Date of Conviction

By signing this form, I certify that the information provided is true and correct. I will notify WellTrans if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: _____ Title: _____
(print or type) (print or type)

Signature: _____ Date: _____

Text of 42 C.F.R. §455.106

§ 455.106 Disclosure by Providers: Information on persons convicted of crimes.

- (a) *Information that must be disclosed.* Before the Medicaid agency enters into or renews a provider agreement, or at any time upon written request by the Medicaid agency, the provider must disclose to the Medicaid agency the identity of any person who:
- (1) Has ownership or control interest in the provider, or is an agent or managing employee of the provider; and
 - (2) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.
- (b) *Notification to Inspector General.*
- (1) The Medicaid agency must notify the Inspector General of the Department of any disclosures made under paragraph (a) of this section within 20 working days from the date it receives the information.
 - (2) The agency must also promptly notify the Inspector General of the Department of any action it takes on the provider's application for participation in the program.
- (c) *Denial or termination of provider participation.*
- (1) The Medicaid agency may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX Services Program.
 - (2) The Medicaid agency may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure required under paragraph (a) of this section.



Part C: Disclosure of Business Transactions
(Required by 42 C.F.R. §455.105)

TO BE COMPLETED UPON REQUEST

Name of Provider: _____

INSTRUCTIONS: Answer questions 1 and 2 and submit the requested information, if applicable, to WellTrans no more than 35 calendar days from the date on the cover letter enclosed with this form.

In compliance with 42 CFR §455.105, WellTrans will provide the information obtained from this form to Health Plans and/or State Medicaid agencies in compliance with its contractual obligations. WellTrans also is obligated to report the names of all providers who failed to complete this Disclosure Form to the applicable State Medicaid Agency or Health Plan. WellTrans may refuse to enter into a contract and may suspend or terminate an existing provider agreement if the provider fails to disclose the information required below.

- 1. Have you, as the provider, had any business transactions with any subcontractor totaling more than \$25,000 during the previous twelve (12) month period (12 month period ending as of the date on this request): ___ Yes ___ No
• If No: You may skip to question #2.
• If Yes: List the direct or indirect ownership of any subcontractor with whom you as the provider has had business transactions totaling more than \$25,000 during the previous twelve (12) month period (12 month period ending as of the date on this request). Attach as separate sheet if necessary.

Table with 4 columns: Name and Business Address of Subcontractor, Provide One of the Following for the Subcontractor: SSN / EIN / TIN, Name and Address of the Owner of the Subcontractor (First / Middle / Last), Transaction Amount

- 2. Have you, as the provider, had any significant business transactions with any wholly owned supplier or subcontractor totaling more than \$25,000 during the previous five (5) year period (5 year period ending as the date on this request)? [] Yes [] No
• If No: You may skip this section.
• If Yes: Please provide the information below for any significant business transactions between you as the provider and any wholly owned supplier, or between you as the provider and any subcontractor, during the last five (5) year period (5 year period ending as of the date of this request). Attach separate sheet if necessary.

“Subcontractor” means:

- a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or
b) An individual, agency, or organization with which a fiscal agent has entered into a



WellTrans Provider IN NETWORK Agreement

contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

“Supplier” means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

“Significant business transaction” means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$ 25,000 and 5 percent of a provider’s total operating expenses.

Name and Business Address of Wholly Owned Supplier or Subcontractor	Provide One of the Following for the Wholly Owned Supplier or Subcontractor SSN / EIN / TIN	Name and Address of the Owner of the Wholly Owned Supplier or Subcontractor (First / Middle / Last)	Transaction Amount

By signing this form, I certify that the information provided is true and correct. I will notify WellTrans if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: _____ **Title:** _____
(print or type) (print or type)

Signature: _____ **Date:** _____



Text of 42 C.F.R. §455.105

§ 455.105 Disclosure by Providers: Information related to business transactions.

- (a) *Provider agreements.* A Medicaid agency must enter into an agreement with each provider under which the provider agrees to furnish to it or to the Secretary on request, information related to business transactions in accordance with paragraph (b) of this section.
- (b) *Information that must be submitted.* A provider must submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about—
 - (1) The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - (2) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- (c) *Denial of Federal financial participation (FFP).*
 - (1) FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary or the Medicaid agency under paragraph (b) of this section or under § 420.205 of this chapter (Medicare requirements for disclosure).
 - (2) FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the Secretary or the Medicaid agency and ending on the day before the date on which the information was supplied.

NOTE: See 42 C.F.R. §101 for definitions of subcontractor, supplier and significant business transaction.



**Non-Emergency Medical Transportation
Account Setup Agreement
INFORMATION COVER SHEET**

- **ALL Transportation Providers must execute the Account Setup Agreement in order to receive payments for transportation services rendered by the provider.**
- **The terms of the Transportation Agreement shall supersede any contrary provision of this Account Setup Agreement.**
- **The Account Setup Agreement includes the following major provisions:**
 - Federal Tax ID#, or other identifying information for the Transportation Provider
 - Certification and documentation by the Transportation Provider that it meets all Federal, State and Local qualifications, credentials, and licensure to perform non-emergency medical transportation services
 - Process and time period for submission and payment of claims
 - Passenger information obtained by the Transportation Provider is subject to confidentiality provisions of the Health Information Portability and Accountability Act
 - Transportation service and billing records are subject to Medicaid and/or Medicare audit and inspection
 - Transportation Provider is an independent contractor and is neither an employee nor agent of WellTrans

Note: This information cover sheet is included as an information aid only and IS NOT a part of the Account Setup Agreement.



Non-Emergency Medical Transportation Account Setup Agreement

Based upon the following recitals, the sufficiency of which is hereby acknowledged, WellTrans ("WELLTRANS") and _____ ("Provider") enter into this Account Setup Agreement ("Agreement").

ARTICLE I. PURPOSE

1.0 WELLTRANS, in its capacity as the broker of non-emergency medical transportation ("NET") services to various Clients, including Medicaid Agencies and Medicare Managed Care Organizations, must process invoices from and submit payments for services to NET providers ("Billing Process").

1.1 This Agreement delineates the responsibilities of WELLTRANS and Provider associated with the Billing Process for NET services. Execution of this Agreement is a precondition and requirement for Provider to submit invoices to WELLTRANS and receive payment for NET services.

ARTICLE II. PARTIES

WellTrans
7155 Shadeland Station Way, Suite 190
ATTN: Chief Administrative Officer
Indianapolis, IN 46256

Provider:
Address:
Contact Name:
F.E.I.# or SS#: Phone:

ARTICLE III. GENERAL PROVISIONS

3.0 Term of Agreement. The term of this Agreement shall be from the date of execution by signature through a period of one (1) calendar year. The Agreement shall automatically renew for additional one-year terms unless terminated by either party in accordance with the provisions of Article VIII of this Agreement.

3.1 Assignment. Provider shall not sell, transfer, assign or dispose of this Agreement, in whole or in part, or any of its rights or obligations, to any other party without the express written consent of WELLTRANS.

3.2 Modifications. Any change to this Agreement will be effective only when set forth in writing and signed by an authorized representative of each party.

ARTICLE IV. SCOPE OF WORK

4.0 Provider shall provide NET service to individuals as pre-authorized by WELLTRANS.

4.1 Certifications.

- a. Provider certifies and will provide conclusive documentation, as applicable, that it is in compliance with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
b. Provider certifies that it is in compliance with applicable laws and regulation regarding criminal



background checks and drug screens for all drivers, including fingerprinting if required by any law enforcement entity for the jurisdictions in which it performs NET services. Provider further certifies that all drivers meet current state and federal motor carrier safety regulations and guidelines.

- c. Provider certifies that vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
- d. Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
- e. Provider certifies that all information obtained regarding riders will be held in strict confidence and is used only as required in the performance of Provider's transportation services and that Provider shall comply will all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4.2 WELLTRANS and Provider hereby agree that only services specifically pre-authorized by WELLTRANS will be compensated.

4.3 As a condition of payment, Provider must submit accurate invoices to WELLTRANS within 90 days of date of service. If Provider must first bill Medicare or other primary payer, the timeframe for submitting claims to WELLTRANS shall begin on the date of the denial of the claim by Medicare or other primary payer.

4.4 WELLTRANS processes for payment properly submitted uncontested invoices within thirty days after submission. WELLTRANS will submit payments to Provider twice per month by check or electronic transfer. Payments are inclusive of and constitute billing of all applicable state and local sales and use taxes on transportation services. Provider understands it is responsible to calculate and remit all applicable taxes on such services.

4.5 WELLTRANS may offset from Provider's future payments any reimbursement owned by Provider due to overpayment of claims.

ARTICLE V. CONFIDENTIALITY, PRIVACY and SECURITY

5.0 Provider shall comply with all applicable laws and regulations pertaining to confidentiality, privacy, and security of proprietary and confidential information. The provisions of this section do not preclude the Provider from compliance with federal and state reporting laws and regulations. Further, these provisions also allow the Provider to fully meet reporting requirements for audit purposes.

5.1 Provider must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the WELLTRANS HIPAA Privacy and Security Officer at (800) 486-7647, within 48 hours of becoming aware of said breach. Failure to perform may constitute cause for immediate termination of this Agreement.

ARTICLE VI. AUDIT AND INSPECTION

6.0 The Provider shall furnish records and information regarding any invoice(s) for service(s) to WELLTRANS, any WELLTRANS Clients, any state Medicaid Agency or Medicaid Fraud Control Unit, the Centers for Medicare and Medicaid Services ("CMS") and any representative of the U.S. Secretary of the Department of Health and Human Services ("DHHS") in compliance with applicable law or regulation. The Contractor shall not destroy or dispose of records, which are under audit, review or investigation.

ARTICLE VII. OTHER TERMS AND CONDITIONS

7.0 The relationship between WELLTRANS and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship including one of



employer and employee or principle and agent or joint venture 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 employment related taxes and insurance for its employees, including but not limited to workers' compensation and unemployment insurance.

- 7.1 If Provider is also a participating network provider for WELLTRANS pursuant to an executed Transportation Agreement, then this Agreement is subordinate to the Transportation Agreement and any provisions of this Agreement that are in conflict with provisions of the Transportation Agreement (including any Exhibits thereto) shall be considered null and void and the provisions of the Transportation Agreement shall control.
- 7.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia regardless of the forum where it may come up for construction.

ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

- 8.0 Either party may terminate this Agreement by providing fifteen (15) day written notice of termination to the other party.
- 8.1 In the event funding of the NET program from the State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately upon written notification to the Provider by WELLTRANS.
- 8.2 Termination of this Agreement shall not release either party from any obligations set forth herein which shall survive this Agreement as noted herein or by their nature would be intended to apply after any termination.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by WellTrans as specified below.

WELLTRANS

Effective Date: _____
 Signature: _____
 Printed Name: _____
 Title: _____

SUBCONTRACTOR

Date: _____
 Signature: _____
 Printed Name: _____
 Title: _____

<i>Internal Use Only</i>		
GL Code: _____	Set up in AP: Y____N____	By: _____



WellTrans Insurance Credentialing Checklist

Provider Name: _____

Insurance Certificate on file: Yes No

A current copy of your Insurance Certificate must be submitted along with the information below.

Credentialing Type	Expiration Date	Amount	Verified By	Comments
General Liability Coverage (\$1,000,000)				
Coverage for Contractual Liability-Occurrence based (not claims made)				
Additional Coverage of Sexual Abuse and Molestation (\$1,000,000 per Occur / \$1,000,000 Aggr)				
Worker's Compensation				
Automobile Liability / Any Auto or symbols 2, 8 & 9 must be selected as part of coverage unless otherwise approved by President (\$1,000,000)				
WellTrans (see below for additional insured language)				
"WellTrans and _____ are included as Additional Insured with regard to commercial General Liability and Auto Liability policies as required by written contract. General Liability coverage includes blanket contractual liability and sexual abuse and molestation."				
WellTrans Certificate Holder				

Additional Comments: _____

I confirm I have received the WellTrans Insurance Credentialing Checklist. Initials: _____



DWMBNE Questionnaire

Company Name: _____ Date: _____

A SMALL BUSINESS ENTERPRISE (SBE) is any corporation, partnership, sole proprietorship, individual, or other business enterprise operating for profit with 100 employees or fewer, including employees employed in any subsidiary or affiliated corporation which otherwise meets the requirements of the federal small business innovation research program, except for the limitation regarding a maximum number of company employees.

Does your company qualify as a SMALL BUSINESS? Yes: No:
Is your company certified as a SMALL BUSIENSS? Yes: No:

A WOMAN BUSINESS ENTERPRISE (WBE) is at least 51% owned by a woman, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any enterprise that is approved or certified as such for purposes of participation in the contracts subject to minority business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a WOMAN OWNED BUSINESS? Yes: No:
Is your company certified as a WOMAN OWNED BUSIENSS? Yes: No:

A MINORITY BUSINESS ENTERPRISE (MBE) is at least 51% owned by minority group members, or in the case of a publicly owned enterprise, a business enterprise that is approved or certified as such for purposes of participation in the contracts subject to women owned business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a MINORITY OWNED BUSINESS? Yes: No:
Is your company certified as a MINORITY OWNED BUSIENSS? Yes: No: (If Yes, attach certificate.)

A DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) meets all of the following:

- 1. The business is at least, 51 percent owned by one or more disabled veterans or in the case of a publiclyowned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management and control and earnings are held by one or more disabled veterans.
2. One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
3. A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.

Does your company qualify as a DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)? Yes: No:
Is your company certified as a DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)? Yes: No: (If Yes, attach certificate.)

A VETERAN BUSINESS ENTERPRISE (VBE) is at least 51% owned by a veteran, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by veterans; or any enterprise that is approved or certified as such for purposes of participation in the contracts subject to minority business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a VETERAN BUSINESS ENTERPRISE (DVBE)? Yes: No:
Is your company certified as a VETERAN BUSINESS ENTERPRISE (DVBE)? Yes: No: (If Yes, attach certificate.)

A DISABLED BUSINESS ENTERPRISE (DBE) is at least 51% owned by a disabled person, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by disabled persons; or any enterprise that is approved or certified as such for purposes of participation in the contracts subject to minority business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a DISABLED BUSINESS ENTERPRISE (DVBE)? Yes: No:
Is your company certified as a DISABLED BUSINESS ENTERPRISE (DVBE)? Yes: No: (If Yes, attach certificate.)



AFTER HOURS CONTACT INFORMATION

Complete the information below for our records. More than one contact may be listed.

Company Name: _____

Name of Contact: _____

Phone Number: _____

Name of Contact: _____

Phone Number: _____

Name of Contact: _____

Phone Number: _____



W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		
		Social security number _____ - _____ - _____
		OR Employer identification number _____ - _____
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .		
Purpose of Form		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) 		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		
Cat. No. 10231X		Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Electronic Funds Transfer (EFT) Authorization Agreement

I/we hereby authorize WellTrans ("The Company") to initiate electronic credit entries to the financial institution and account indicated below. I/we further authorize "The Company" to initiate electronic debit entries to the account listed below to correct any errors. This authority is to remain in full force and effect until "The Company" has received written notification to terminate the agreement. All changes must be submitted in writing and may require a new EFT agreement.

Section 1 (to be completed by the Transportation Provider)

Type of Transaction: Add: [] Change: [] Delete: []

Transportation Provider Information:

Name: _____
Address: _____
Phone: _____

Federal Tax Identification Number: _____

Authorized Signer Name: _____

Authorized Signature: _____

Section 2 (to be completed by the Financial Institution)

Direct Deposit to be made to: _____

Financial Institution Information:

Name: _____
Address: _____
Phone: _____

Routing & Transit Number/ABA #: _____

Account Number (Transportation Provider): _____

Bank Official Signature: _____ Date: _____

Section 3 (to be completed by WellTrans)

Date Received: _____ Vendor Code: _____

A/P Approval: _____ Treasury Approval: _____

ATTACH VOIDED CHECK HERE
No Counter/Starter Checks



Transportation Provider Manual Acknowledgement of Receipt

I, _____ hereby
(Name) (Title)

acknowledge that I have received a complete copy of the WellTrans Provider Manual for me state on behalf of

and for/ _____
(Legal Name of Transportation Provider)

Provider Name: _____

Printed Name: _____

Title: _____

Signature: _____

Date Received: _____