

AMENDMENT
to the Transportation Agreement
by and between
ModivCare Solutions, LLC (“Modivcare”) and

_____ (**“Provider”**)

WHEREAS, Modivcare and Provider are parties to a Transportation Agreement (“Agreement”); and

WHEREAS, Modivcare and Provider wish to amend the Agreement to modify certain terms;

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

1. Section 3. a). i), is deleted in its entirety and replaced with the following provisions:

i) Provider shall comply with applicable Tribal, city, Council, State, and Federal requirements regarding licensing, certification and insurance for all personnel and vehicles.

2. Section 3. c), the introductory paragraph is deleted in its entirety and is replaced with the following:

c) General Vehicle Requirements. All vehicles utilized by Provider in the performance of services under this Agreement must meet the requirements listed below. Each vehicle is subject to an initial and bi-annual inspection by Modivcare as well as interim inspections as required by Modivcare in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by Modivcare do not replace or excuse the Provider from obtaining vehicle safety inspections if required by applicable law. Documentation of inspections performed by other agencies may suffice as long as Modivcare and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with the following inspection standards, Tribal requirements, safety standards, ADA regulations, or other applicable Tribal, State, or Federal laws or regulations shall be immediately removed from service and shall pass a re-inspection before it may be used to provide transportation services for Participants under this Agreement.

3. Section 3. c), xxvi) is deleted in its entirety and replaced with the following provisions:

xxvi) All vehicles must properly utilize approved child safety seats when transporting children in accordance with applicable laws and regulations. Participants are responsible for providing child safety seats when transporting children under the age of four (4) years or the weight of sixty (60) pounds. Upon arrival for transportation, if the Participant does not provide a required safety seat(s), the Provider shall not transport the child and shall advise the Participant to reschedule the appointment.

4. Section 3. f), the introductory paragraph is deleted in its entirety and replaced with the following provisions:

f) Non-Emergency Ambulance Vehicle Requirements. All vehicles used to transport Participants that require covered non-emergency BLS or ALS service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. All applicable laws or regulations establishing minimum operational standards for Ambulances shall supersede the following provisions.

5. Section 3. g), the introductory paragraph is deleted in its entirety and replaced with the following provisions:

g) Driver and Attendant Qualifications. All drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. Each driver's and attendant's records and qualifications are subject to an initial and annual inspection by Modivcare as well as interim inspections as required by Modivcare in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by applicable law, shall be prohibited from providing service under this Agreement. Modivcare and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement.

6. Section 3. j). (iii), is deleted in its entirety and replaced with the following provisions:

(iii) Workers' Compensation Insurance as required by Tribal laws or regulations.

7. Section 3. k), is deleted in its entirety and replaced with the following provisions:

k) Indemnification. Provider shall indemnify and hold Modivcare and the Client harmless from and against any and all claims, and/or liabilities of any kind or nature whatsoever arising or alleged to arise from actual or alleged negligent actions or omissions of Provider or its agents, including the cost of reasonable attorney fee and other expenses incurred by or assessed against Modivcare and/or Client.

8. Section 3. q). iii, is deleted in its entirety and will be intentionally left blank.

9. Section 3. s). i, is deleted in its entirety and replaced with the following provisions:

i. **Governing Law.** The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this Agreement shall be construed to waive the sovereign rights of the Tribal Nation, and its officers, employees or agents. This Agreement shall be performed within applicable guidelines, resolutions, and ordinances of the Tribal Nation. State law shall not be applicable nor shall disputes be subject to any authority outside of the Tribal Nation.

10. Section 3. s). vi, the following provisions is added to the end of the provision:

Modivcare shall not use personal information of drivers, such as social security numbers, other than as necessary to confirm background checks and such other verification procedures necessary to comply with the Client Contract(s), and it shall not divulge such information to any non-employee or any employee except as required and shall safeguard the information using at least the same standards as it would use to secure its own confidential information.

11. Section 3. s) x., is deleted in its entirety and replaced with the following provisions:

x. **Dispute Resolution.** 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 in an attempt to resolve the dispute.

12. Section 3. s), the following provision is added to the end of the section:

xiv. **Non-Disparagement.** The parties may discuss non-confidential aspects of parties' experience with each other, however the parties shall not in any shape, form or fashion whatsoever, make any disparaging remarks or any sort or otherwise communicate any disparaging information about the other or the other's employees, officers, or agents in their professional capacities herein to any third party, including but not limited to statements on social or any other media. Further, the parties' agree to take no action of any nature which is intended, or would reasonably be expected, to harm the other or its reputation or which would reflect or reasonably lead to unfavorable publicity to the Nation.

13. EXHIBIT C SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT, Section 6, is deleted and replaced with the following provisions:

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

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

14. Non-Emergency Medical Transportation Account Setup Agreement Section 7.2, is deleted and replaced with the following provisions:

7.2 Governing Law. The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this Agreement shall be construed to waive the sovereign rights of the Tribal Nation, and its officers, employees or agents. This Agreement shall be performed within applicable guidelines, resolutions, and ordinances of the Tribal Nation. State law shall not be applicable nor shall disputes be subject to any authority outside of the Tribal Nation.

This amendment shall become effective upon execution by Modivcare.

MODIVCARE SOLUTIONS, LLC

PROVIDER: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

EFFECTIVE DATE: _____

Date: _____