

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between Rhode Island NEMT Association ("Association") and Medical Transportation Management, Inc. ("MTM") effective as of January 1, 2019.

This MOU relates to the Association and its member transportation provider companies contracting with MTM to provide Non-Emergency Medical Transportation ("NEMT") Services to Rhode Island ("RI") Medicaid beneficiaries pursuant to MTM's NEMT contract services with the State of Rhode Island.

In order to promote a mutual understanding and respect between the parties, and to provide high quality transportation services to RI Medicaid beneficiaries, the parties agree as follows:

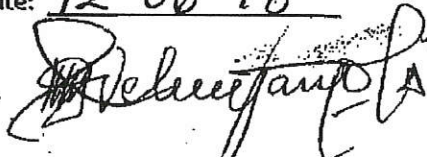
1. **Non-compete Clause:** For the term of the contract between MTM and each Association member transportation provider, and the term of this MOU between MTM and the Association, the Association and each member transportation provider agrees not to directly or indirectly compete against MTM for the same Medicaid NEMT services as referenced in Solicitation # 7591562. Otherwise, the Association and its member transportation providers are not exclusively contracting with MTM and are free to provide other transportation services to other businesses and governmental entities.
2. **Rates:** MTM agrees that for the duration of the initial contract period between RI and MTM, MTM will not lower the rates contracted between Association member transportation providers and MTM, unless the state decreases compensation paid to MTM.
3. **Right of First Refusal:** The parties acknowledge that MTM currently is contracting with RI transportation providers and will continue to contract with transportation provider companies to develop network adequacy as determined by MTM. At such time as MTM has fully developed its transportation provider network, MTM will not contract with new transportation providers without first offering existing network providers the opportunity to acquire additional vehicles to service MTM's increased services' needs, provided that a transportation provider desiring to increase vehicles must be meeting or exceeding MTM's quality of service metrics as follows;
 - a) Provider no shows must be 0.25% or less;
 - b) Provider turn backs must be 3% or less;
 - c) Provider on time arrival must 95% or greater; and
 - d) Substantiated complaints must be 0.3% or less.
4. **Liquidated Damages:** MTM will not assess liquidated damages where the scheduled passenger to be transported is either a no show or cancels the trip at the point of pick up.
5. **Dispute Resolution:** In addition to MTM's current appeals process and procedure, MTM agrees to add an arbitration process to be agreed upon between counsel for both parties.
6. This Memorandum of Understanding is non-binding and entered into as a demonstration of good faith between MTM and the Association and its member transportation providers.

Rhode Island NEMT Association

By: OLAKITAN ADELEKE

Title: PRESIDENT

Date: 12-06-18



Medical Transportation Management, Inc.

By: [Signature]

Title: CEO

Date: 12/6/2018