

**US RIDE TRANS LLC**

**Date:** 4/27/2026

**To:**

Pennsylvania Public Utility Commission  
Attn: Secretary Matthew L. Homsher  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**DATE OF DEPOSIT**

**APR 27 2026**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Re: Response to Tentative Order / Request to Preserve CPC Authority**

**Docket No.: M-2026-3061112**

**PUC Certificate / Matter No.: A-6422052**

**M-2026-3061024**

Dear Secretary:

US Ride Trans LLC respectfully submits this response regarding the Tentative Order concerning cancellation of Certificates of Public Convenience.

During calendar year 2024, the company reported \$0 revenue. Beginning in 2025, US Ride Trans LLC expanded operations and established an active transportation business. Since that time, the company has obtained transportation provider agreements.

US Ride Trans LLC currently maintains active transportation provider relationships and agreements, including:

- Medical Transportation Management, Inc. (MTM)
- Coordinated Transportation Solutions, Inc. (CTS)
- Additional Transportation Contractor Agreements

We currently maintain insured and registered fleet vehicles, including wheelchair-accessible units, available to serve the public in Pennsylvania.

**Current Fleet Includes:**

- 2016 Ford Econoline E-450 – Plate BA92831
- 2016 Dodge Grand Caravan – Plate NFE7910
- 2014 Toyota Sienna – Plate NBG4146
- 2011 Toyota Sienna – Plate NCR9751

2800 Axe Factory Rd Apt A306

Philadelphia, PA 19152

Phone: (267) 370-8230

Email: usridetrans@gmail.com - info@usrllc.com

Website: www.usrllc.com

**Business / License Information:**

- Pennsylvania Entity No. 0006860315
- Philadelphia Commercial Activity License No. 824816
- Pennsylvania Domestic Limited Liability Company
- Effective PUC Authority Date: August 1, 2019

The company remains committed to lawful transportation operations, public safety, and full compliance with all Pennsylvania Public Utility Commission requirements. We respectfully request the opportunity to cure any reporting deficiency and preserve our operating authority in the public interest.

The attached exhibits demonstrate our current active business status, operational readiness, and continued commitment to serving Pennsylvania residents.

Thank you for your time and consideration.

Respectfully,

**Abdulrahim Ali**  
Owner / CEO

**DATE OF DEPOSIT**

**APR 27 2026**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

2800 Axe Factory Rd Apt A306  
Philadelphia, PA 19152  
Phone: (267) 370-8230  
Email: [usridetrans@gmail.com](mailto:usridetrans@gmail.com) - [info@usrllc.com](mailto:info@usrllc.com)  
Website: [www.usrllc.com](http://www.usrllc.com)

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

2024

Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2024 or tax year beginning 2024, ending 20

Header section containing: A S election effective date (10-01-2019), B Business activity code number (485990), C Check if Sch. M-3 attached, Name (US RIDE TRANS LLC), D Employer identification number (84-2368807), TYPE OR PRINT, Number, street, and room or suite no. (2800 AXE FACTORY ROAD A STE A306), City or town, state or province, country, and ZIP or foreign postal code (Philadelphia PA 19152), E Date incorporated (03-26-2019), F Total assets (see instructions), S.

Questions G through J: G Is the corporation electing to be an S corporation beginning with this tax year? (Yes [X] No), H Check if: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination, I Enter the number of shareholders who were shareholders during any part of the tax year (1), J Check if corporation: (1) Aggregated activities for section 465 at-risk purposes (2) Grouped activities for section 469 passive activity purposes.

Caution: Include only trade or business income and expenses on lines 1a through 22. See the instructions for more information.

Income section table with columns: 1a Gross receipts or sales, b Less returns and allowances, c Balance, 1c, 2 Cost of goods sold, 3 Gross profit, 4 Net gain (loss) from Form 4797, Part II, line 17, 5 Other income (loss), 6 Total income (loss). Includes handwritten entry: DATE OF DEPOSIT.

Deductions section table (see instructions for limitations) with rows 7-22: 7 Compensation of officers, 8 Salaries and wages (APR 27 2026), 9 Repairs and maintenance, 10 Bad debts (PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU), 11 Rents, 12 Taxes and licenses, 13 Interest, 14 Depreciation, 15 Depletion, 16 Advertising, 17 Pension, profit-sharing, etc., plans, 18 Employee benefit programs, 19 Energy efficient commercial buildings deduction, 20 Other deductions, 21 Total deductions, 22 Ordinary business income (loss).

Tax and Payments section table with rows 23a-28: 23a Excess net passive income or LIFO recapture tax, 23b Tax from Schedule D, 23c Add lines 23a and 23b, 24a Current year's estimated tax payments and preceding year's overpayment credited to the current year, 24b Tax deposited with Form 7004, 24c Credit for federal tax paid on fuels, 24d Elective payment election amount from Form 3800, 24z Add lines 24a through 24d, 25 Estimated tax penalty, 26 Amount owed, 27 Overpayment, 28 Enter amount from line 27: Credited to 2025 estimated tax Refunded.

Sign Here section: Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature: ABDULRAHIM I ALI, Title: PRESIDENT.

Paid Preparer Use Only section: Print/Type preparer's name (TAREQ H AJAJ), Preparer's signature (TAREQ H AJAJ), Date (02-20-2025), Check [X] if self-employed, PTIN (P00230746), Firm's name (HALA TAX & FINANCIAL SERVICES), Firm's address (7057 CASTOR AVE Philadelphia PA 19149), Firm's EIN, Phone no. ((215) 725-7250).

Schedule B Other Information (see instructions)

- 1 Check accounting method: a  Cash b  Accrual  
c  Other (specify) \_\_\_\_\_
- 2 See the instructions and enter the:  
a Business activity TRANSPORTATION b Product or service NON MEDICAL TRAN
- 3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation. . . . .
- 4 At the end of the tax year, did the corporation:  
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below . . . . . **X**

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if applicable) a Qualified Subchapter S Subsidiary Election Was Made

- b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below . . . . . **X**

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

- 5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock? . . . . .  
If "Yes," complete lines (i) and (ii) below.  
(i) Total shares of restricted stock . . . . .  
(ii) Total shares of non-restricted stock . . . . .
- b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? . . . . .  
If "Yes," complete lines (i) and (ii) below.  
(i) Total shares of stock outstanding at the end of the tax year . . . . .  
(ii) Total shares of stock outstanding if all instruments were executed . . . . .
- 6 Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction? . . . . .
- 7 Check this box if the corporation issued publicly offered debt instruments with original issue discount. . . . .   
If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.
- 8 If the corporation (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation, and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years. See instructions . . . . . \$ \_\_\_\_\_
- 9 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions . . . . .
- 10 Does the corporation satisfy one or more of the following? See instructions . . . . .  
a The corporation owns a pass-through entity with current, or prior year carryover, excess business interest expense.  
b The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$30 million and the corporation has business interest expense.  
c The corporation is a tax shelter and the corporation has business interest expense.  
If "Yes," complete and attach Form 8990, Limitation on Business Interest Expense Under Section 163(j).
- 11 Does the corporation satisfy both of the following conditions? . . . . . **X**  
a The corporation's total receipts (see instructions) for the tax year were less than \$250,000.  
b The corporation's total assets at the end of the tax year were less than \$250,000.  
If "Yes," the corporation is not required to complete Schedules L and M-1.

Schedule B Other Information (see instructions) (continued)		Yes	No
12	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? . . . . . If "Yes," enter the amount of principal reduction . . . . . \$ _____		
13	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions . . . . .		
14 a	Did the corporation make any payments that would require it to file Form(s) 1099? . . . . .		
b	If "Yes," did or will the corporation file required Form(s) 1099? . . . . .		
15	Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund? . . . . . If "Yes," enter the amount from Form 8996, line 15 . . . . . \$ _____		X
16	At any time during the tax year, did the corporation: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? See instructions . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

Schedule K Shareholders' Pro Rata Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22) . . . . .	1	0
	2 Net rental real estate income (loss) (attach Form 8825) . . . . .	2	
	3a Other gross rental income (loss) . . . . .	3a	
	b Expenses from other rental activities (attach statement) . . . . .	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a . . . . .	3c	
	4 Interest income . . . . .	4	
	5 Dividends: a Ordinary dividends . . . . .	5a	
	b Qualified dividends . . . . .	5b	
	6 Royalties . . . . .	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120-S)) . . . . .	7	
Deductions	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120-S)) . . . . .	8a	
	b Collectibles (28%) gain (loss) . . . . .	8b	
	c Unrecaptured section 1250 gain (attach statement) . . . . .	8c	
	9 Net section 1231 gain (loss) (attach Form 4797) . . . . .	9	
	10 Other income (loss) (see instructions) . . . . . Type: _____	10	
	11 Section 179 deduction (attach Form 4562) . . . . .	11	
	12a Cash charitable contributions . . . . .	12a	
	b Noncash charitable contributions . . . . .	12b	
	c Investment interest expense . . . . .	12c	
	d Section 59(e)(2) expenditures . . . . . Type: _____	12d	
e Other deductions (see instructions) . . . . . Type: _____	12e		
Credits	13a Low-income housing credit (section 42(j)(5)) . . . . .	13a	
	b Low-income housing credit (other) . . . . .	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable) . . . . .	13c	
	d Other rental real estate credits (see instructions) . . . . . Type: _____	13d	
	e Other rental credits (see instructions) . . . . . Type: _____	13e	
	f Biofuel producer credit (attach Form 6478) . . . . .	13f	
	g Other credits (see instructions) . . . . . Type: _____	13g	
Inter-national	<b>Qualified for exception to filing Schedule K-2</b> 14 Attach Schedule K-2 (Form 1120-S), Shareholders' Pro Rata Share Items - International, and check this box to indicate you are reporting items of international tax relevance . . . . . <input type="checkbox"/>		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment . . . . .	15a	
	b Adjusted gain or loss . . . . .	15b	
	c Depletion (other than oil and gas) . . . . .	15c	
	d Oil, gas, and geothermal properties - gross income . . . . .	15d	
	e Oil, gas, and geothermal properties - deductions . . . . .	15e	
	f Other AMT items (attach statement) . . . . .	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income . . . . .	16a	
	b Other tax-exempt income . . . . .	16b	
	c Nondeductible expenses . . . . .	16c	
	d Distributions (attach statement if required) (see instructions) . . . . .	16d	
	e Repayment of loans from shareholders . . . . .	16e	
	f Foreign taxes paid or accrued . . . . .	16f	

Schedule K		Shareholders' Pro Rata Share Items (continued)	Total amount	
Other Information	17a	Investment income	17a	
	b	Investment expenses	17b	
	c	Dividend distributions paid from accumulated earnings and profits	17c	
	d	Other items and amounts (attach statement)		
Reconciliation	18	Income (loss) reconciliation. Combine the total amounts on lines 1 through 10. From the result, subtract the sum of the amounts on lines 11 through 12e and 16f	18	0

Schedule L		Balance Sheets per Books	Beginning of tax year		End of tax year	
		Assets	(a)	(b)	(c)	(d)
1	Cash					
2a	Trade notes and accounts receivable					
b	Less allowance for bad debts		( )		( )	
3	Inventories					
4	U.S. government obligations					
5	Tax-exempt securities (see instructions)					
6	Other current assets (attach statement)					
7	Loans to shareholders					
8	Mortgage and real estate loans					
9	Other investments (attach statement)					
10a	Buildings and other depreciable assets					
b	Less accumulated depreciation		( )		( )	
11a	Depletable assets					
b	Less accumulated depletion		( )		( )	
12	Land (net of any amortization)					
13a	Intangible assets (amortizable only)					
b	Less accumulated amortization		( )		( )	
14	Other assets (attach statement)					
15	Total assets					
		<b>Liabilities and Shareholders' Equity</b>				
16	Accounts payable					
17	Mortgages, notes, bonds payable in less than 1 year					
18	Other current liabilities (attach statement)					
19	Loans from shareholders					
20	Mortgages, notes, bonds payable in 1 year or more					
21	Other liabilities (attach statement)					
22	Capital stock					
23	Additional paid-in capital					
24	Retained earnings					
25	Adjustments to shareholders' equity (attach statement)					
26	Less cost of treasury stock			( )		( )
27	Total liabilities and shareholders' equity					

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return**

Note: The corporation may be required to file Schedule M-3. See instructions.

<p><b>1</b> Net income (loss) per books . . . . .</p> <p><b>2</b> Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): _____</p> <p><b>3</b> Expenses recorded on books this year not included on Schedule K, lines 1 through 12e, and 16f (itemize):  <b>a</b> Depreciation \$ _____  <b>b</b> Travel and entertainment \$ _____</p> <p><b>4</b> Add lines 1 through 3 . . . . .</p>	<p><b>5</b> Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):  <b>a</b> Tax-exempt interest \$ _____</p> <p><b>6</b> Deductions included on Schedule K, lines 1 through 12e, and 16f, not charged against book income this year (itemize):  <b>a</b> Depreciation \$ _____</p> <p><b>7</b> Add lines 5 and 6 . . . . .</p> <p><b>8</b> Income (loss) (Schedule K, line 18). Subtract line 7 from line 4</p>
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**Schedule M-2 Analysis of Accumulated Adjustments Account, Shareholders' Undistributed Taxable Income Previously Taxed, Accumulated Earnings and Profits, and Other Adjustments Account**  
(see instructions)

	(a) Accumulated adjustments account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
<b>1</b> Balance at beginning of tax year . . . . .	(3,670)			
<b>2</b> Ordinary income from page 1, line 22 . . . . .				
<b>3</b> Other additions . . . . .				
<b>4</b> Loss from page 1, line 22 . . . . .	( )			
<b>5</b> Other reductions . . . . .	( )			
<b>6</b> Combine lines 1 through 5 . . . . .	(3,670)			
<b>7</b> Distributions . . . . .				
<b>8</b> Balance at end of tax year. Subtract line 7 from line 6 . . . . .	(3,670)			

Schedule K-1 (Form 1120-S)

2024

Department of the Treasury Internal Revenue Service

For calendar year 2024, or tax year

beginning 2024 ending

Shareholder's Share of Income, Deductions, Credits, etc.

See separate instructions.

Final K-1 Amended K-1 OMB No. 1545-0123

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

Part I Information About the Corporation

Form section for Part I: Corporation's employer identification number (84-2368807), name (US RIDE TRANS LLC), address (2800 AXE FACTORY ROAD A, STE A306, Philadelphia, PA 19152), IRS Center (E-FILE), and total number of shares (1,000).

Part II Information About the Shareholder

Form section for Part II: Shareholder's identifying number (496-65-4890), name and address (ABDULRAHIM I ALI, 2800 AXE FACTORY ROAD APTS A306, Philadelphia, PA 19152), type of entity (Individual), and current year allocation percentage (100.0000%).

Form section for Part III (continued): Loans from shareholder (beginning and end of tax year) and a vertical label 'For IRS Use Only'.

Table with 3 columns: Line number, Description, and Amount/Percentage. Rows include Ordinary business income (loss), Net rental real estate income (loss), Interest income, Ordinary dividends, Qualified dividends, Royalties, Net short-term capital gain (loss), Net long-term capital gain (loss), Collectibles (28%) gain (loss), Unrecaptured section 1250 gain, Net section 1231 gain (loss), Other income (loss), Section 179 deduction, Other deductions, and Other information.

- 18 More than one activity for at-risk purposes\*
19 More than one activity for passive activity purposes\*

\* See attached statement for additional information.

**Schedule K-1 Supplemental Information****2024**

Shareholder's name

**ABDULRAHIM I ALI**

Name of S Corporation

**US RIDE TRANS LLC**

Shareholder's ID Number

**496-65-4890**

S Corporation's EIN

**84-2368807****Schedule K-3 Notification**

The corporation has met the following criteria for tax year 2024, presently exempting it from filing Schedule K-3 (Form 1120-S), Shareholder's Share of Income, Deductions, Credits, etc. - International:

Criteria 1 - Corporation had no or limited foreign activity

Criteria 2 - Each of the shareholders was a U.S. citizen, resident alien, or certain domestic trust

With respect to the corporation meeting criteria 1 and 2, shareholders are hereby notified they will not be receiving a Schedule K-3 from the corporation unless the shareholder specifically requests the schedule.

A request for a Schedule K-3 is time sensitive and should be made as soon as possible.

**DATE OF DEPOSIT****APR 27 2026****PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**FOR TAX YEAR 2024**

US RIDE TRANS LLC

HALA TAX & FINANCIAL SERVICES

7057 CASTOR AVE

Philadelphia, PA 19149

(215) 725-7250

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF : A-6422052


*Application of US Ride Trans LLC, 7328 Belden Street, Philadelphia, Philadelphia County, Pennsylvania 19111.  
(215) 963-1555 To transport, as a common carrier, by motor vehicle, persons in paratransit service, from points in the  
County of Delaware and the City and County of Philadelphia to points in Pennsylvania, and return. A-2019-3009064*

**EFFECTIVE DATE: August 1, 2019**

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 1<sup>st</sup> day, of August, 2019.



  
Secretary

**Pennsylvania Department of State**  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717-787-1057  
[dos.pa.gov/BusinessCharities](http://dos.pa.gov/BusinessCharities)

**Entity Name:** US Ride Trans LLC  
**Jurisdiction:** PENNSYLVANIA **Issuance Date:** 02/03/2025  
**Entity No.:** 0006860315 **Receipt No.:** 001423370  
**Entity Type:** Domestic Limited Liability Company **Certificate No.:** 050427521

**Document Listing**

<b>Image No.</b>	<b>Date Filed</b>	<b>Effective Date</b>	<b>Filing Description</b>	<b>No. of Pages</b>
A753141-1	03/26/2019	03/26/2019	Initial Filing	2

\*\* \*\*\*\* \*\*\*\*\* \*\*\*\*\* End of list \*\*\*\*\* \*\*\*\*\* \*\*\*\* \*\*

I, Albert Schmidt, Secretary of the Commonwealth of Pennsylvania, do hereby certify that the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

**ALBERT SCHMIDT**  
Secretary of the Commonwealth

Verify this certificate online at [www.file.dos.pa.gov](http://www.file.dos.pa.gov)

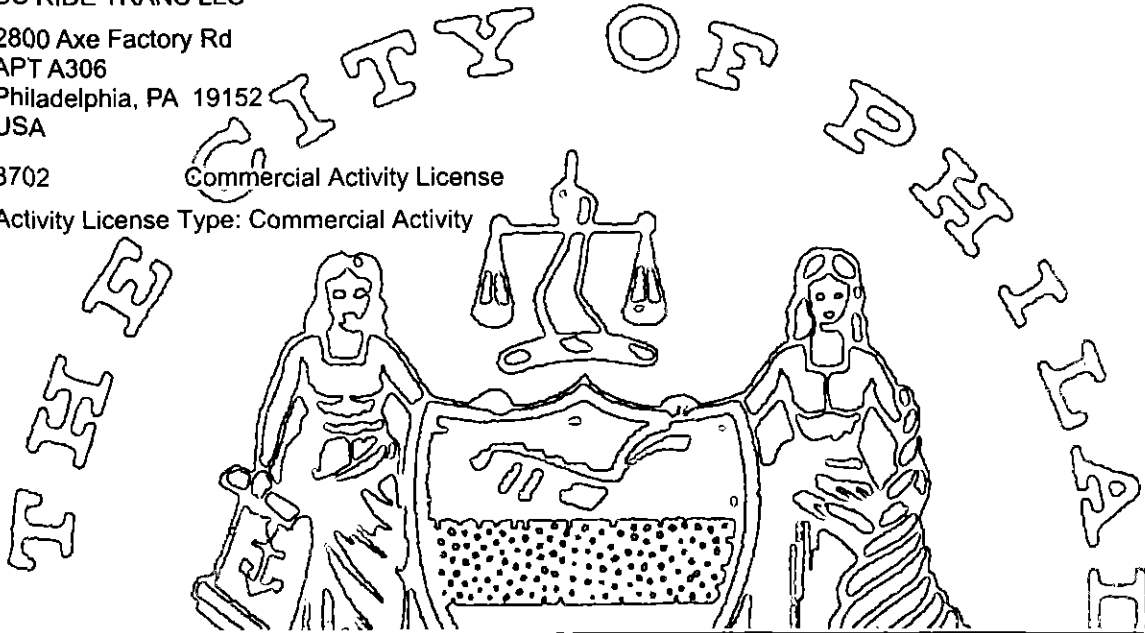


City of Philadelphia  
 Department of  
 Licenses & Inspections  
 P.O. Box 53310  
 Philadelphia, Pa. 19105

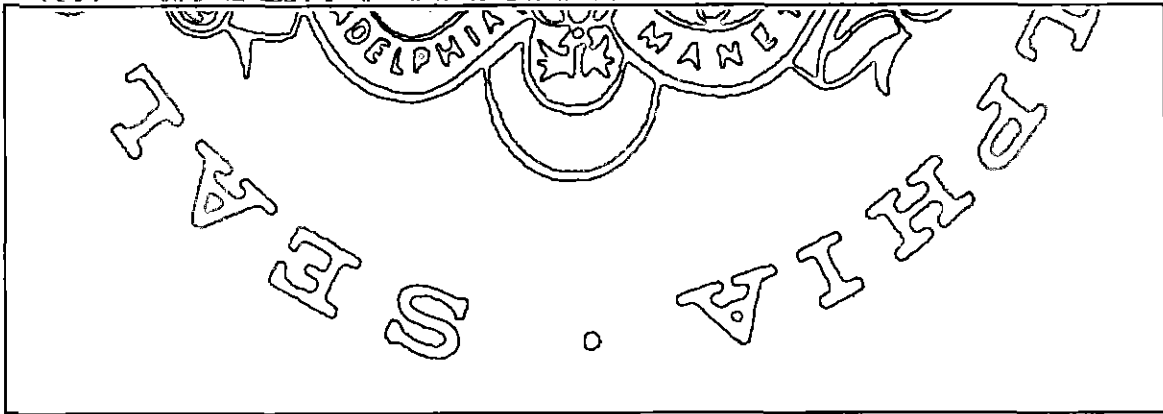
**DISPLAY PROMINENTLY**  
 if required by law

US RIDE TRANS LLC  
 2800 Axe Factory Rd  
 APT A306  
 Philadelphia, PA 19152  
 USA

3702 Commercial Activity License  
 Activity License Type: Commercial Activity



LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES AT END OF	EFFECTIVE DATE
3702	824816	824816		9/25/2019



**ACTIVITY LICENSE**

Interpreter services available. | خدمات الترجمة الشفهية متوفرة لدينا |Interpreter services available. | 提供口译服务 | Services d'interprétation disponibles. | 용역이 제공됩니다 | Предоставляются услуги устного переводчика | Se brindan servicios de interpretación. | Có sẵn dịch vụ thông dịch.



License 824816 (Active)

**LICENSE INFORMATION**

License Number: 824816  
 Activity License Type: Commercial Activity

Business Site: N/A  
 Initial Issue Date: Sep 25, 2019  
 Renewed On: N/A  
 Expiration Date: N/A  
 Inactive Date: N/A  
 License State: Active

**LICENSE ACTIVITIES**

*This is where you can make requests on your license. The eligible request types will appear depending on what your license status is. The requests can include:*

**INITIATE RENEWAL**

You cannot renew this license at this time.

**DOWNLOAD LICENSE**

[Download License](#)

**REQUEST INSPECTION**

Please contact the Department of Licenses and Inspections in order to Request Inspection.

**APPLY FOR AMENDMENT**

[Apply for Amendment](#)

**APPLY FOR NEW BUSINESS LICENSE**

[Apply for New License](#)

**RELATED TRADE LICENSES**

License Number	License Type	Licensee	License State	Issue Date	Expiration Date
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**RELATED REGISTRATIONS**

License Number	License Type	Licensee	License State	Issue Date	Expiration Date
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**RELATED INFORMATION**

Type	Description
Business License Application	BA-2019-155966: Approved US RIDE TRANS LLC
Business Ownership	US RIDE TRANS LLC (Company)

Screen ID: 1241782

**DATE OF DEPOSIT**

**APR 27 2026**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ExQuizit Insurance Services  2720 E. Allegheny Avenue 1st Floor Philadelphia PA 19134	<b>CONTACT NAME:</b> PHONE: 215-600-1230 A/C. No. Ext): E-MAIL: info@eisgroups.com ADDRESS:	<b>FAX A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> US Ride Trans LLC  2800 Axe Factory Rd Apt A306 Philadelphia PA 19152	<b>INSURER A:</b> Western World Insurance Co.	<b>NAIC #</b> 13196
	<b>INSURER B:</b> First Chicago Insurance Company	<b>NAIC #</b> 13587
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC			NPP8970348	09/01/2025	09/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			LVA 132305	11/14/2025	11/14/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2015 Honda Odyssey 5FNRL5H45FB051376

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Fleet Summary

Year	Make	Model	Seats	WAV
2016	Ford	Econoline E-450	14	Yes
2016	Dodge	Grand Caravan	3	Yes
2014	Toyota	Sienna	4	Yes
2011	Toyota	Sienna	4	Yes

## PENNSYLVANIA VEHICLE REGISTRATION

**PLEASE SIGN YOUR CREDENTIAL** - To validate your credential, you need to sign your name in ink as indicated below. The registration must be available when the vehicle is used.

**PENNSYLVANIA'S LITTERING LAWS** - As a reminder, Pennsylvania has laws against littering on our roadways and on public and private property. Under law, PennDOT is required to include this statement on vehicle credentials to remind motorists of littering laws. By signing your registration credential, you acknowledge that you have received notice of this provision.

Section 3709 of the Pennsylvania Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.

For any violation of Section 3709, you may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within the vehicle with your permission, if you do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.

**PLEASE DRIVE SAFELY AND REMEMBER TO BUCKLE UP**

DATE OF DEPOSIT

APR 27 2026

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

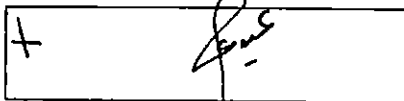
02 OF 02

T

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

**EXPIRY: Jan 31, 2027 VALID: 02/02/2026**

PLATE: NCR9751  
TITLE: 89523905501 US  
VIN: 5TDKX3DC2BS119483  
YR/MAKE: 2011/TOYOTA  
TYPE: SW  
WID: 26033 3428 002265



**SIGNATURE**

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code

EMISSION INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: PHILADELPHIA

US RIDE TRANS LLC  
2800 AXE FACTORY RD APT  
A306  
PHILADELPHIA PA 19152



Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

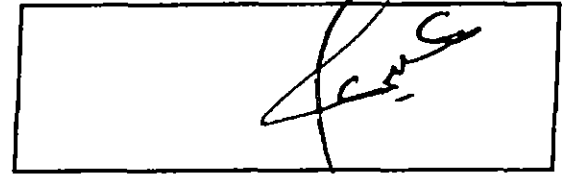
**EXPIRY:** Nov 30, 2026    **VALID:** Dec 16, 2025

PLATE: NBG4146  
TITLE: 89378418401 US                      REG GROSS COMB WT: 0  
VIN: 5TDKK3DC7E5475397  
YR/MAKE: 2014 / TOYOTA  
TYPE: SW  
WID: 25350 3410 014885 001

EMISSION INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY : PHILADELPHIA

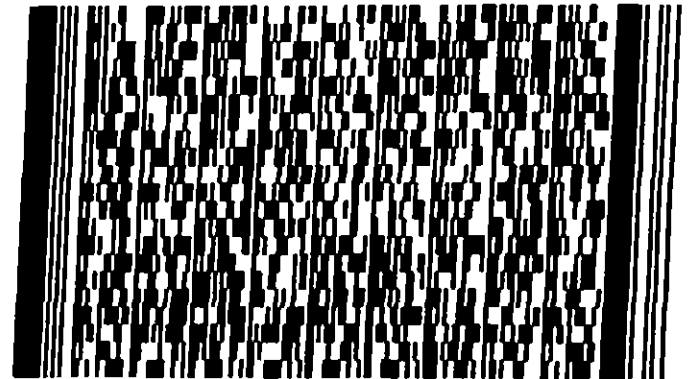
US RIDE TRANS LLC  
2800 AXE FACTORY RD  
PHILADELPHIA PA 19152

Detach Here



SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.



COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

**EXPIRY: Feb 28, 2027 VALID: 04/09/2026**

PLATE: NFE7910  
TITLE: 89779456901 US  
VIN: 2C7WDGBG6GR258804  
YR/MAKE: 2016/DODGE  
TYPE: SW  
WID: 26099 3428 017638

US RIDE TRANS LLC  
2800 AXE FACTORY RD APT  
A306  
PHILADELPHIA PA 19152

  
SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code



DATE OF DEPOSIT

APR 27 2026

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY : OCT 31, 2027      VALID : 11/06/25

PLATE :            BA92831  
TITLE :            89244789101 US  
VIN :              1FDFE4FS1GDC03178  
YR/MAKE :        2016 FORD  
TYPE :            BUS  
WID :             25310 8523 000044 - 001

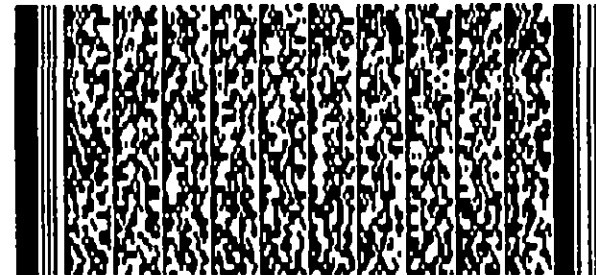
SEATS:            012

  
-----  
SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT    COUNTY : PHILADELPHIA

368101  
US RIDE TRANS LLC  
2800 AXE FACTORY RD APT  
A306  
PHILADELPHIA PA 19152



**TRANSPORTATION**  
**SERVICES AGREEMENT**

**TABLE OF CONTENTS**

ARTICLE I:	CTS RESPONSIBILITIES
ARTICLE II:	RESPONSIBILITIES OF THE TRANSPORTATION PROVIDER
ARTICLE III:	TERM AND TERMINATION
ARTICLE IV:	ADDITIONAL PROVISIONS
ARTICLE V:	DEFINITIONS
APPENDIX I:	REIMBURSEMENT SCHEDULE
APPENDIX II:	CMS REQUIRED CONTRACT TERMS
APPENDIX III:	VEHICLE & DRIVER REQUIREMENTS
APPENDIX IV:	REQUIRED INSURANCE
APPENDIX V:	THIRD-PARTY OVERSIGHT COMPLIANCE PROGRAM ATTESTATION FORM
APPENDIX VI:	BUSINESS ASSOCIATE AGREEMENT
APPENDIX VII:	TRANSPORTATION SERVICES PROVIDER OPERATIONS MANUAL

**TRANSPORTATION SERVICES AGREEMENT  
BY AND BETWEEN  
COORDINATED TRANSPORTATION SOLUTIONS, INC.  
AND  
US RIDE TRANS LLC**

This Transportation Services Agreement (“**Agreement**”) is entered into as of **Tuesday, September 2, 2025** (the “**Effective Date**”), by and between Coordinated Transportation Solutions, Inc. (“**CTS**”), a non-stock corporation organized under the laws of the State of Connecticut and **US RIDE TRANS LLC** (“**Transportation Services Provider**”). CTS and Transportation Provider are each referred to herein as a “**Party**” and together, the “**Parties**.”

**WHEREAS**, CTS has contracted with a variety of third-party payors to provide transportation services (“**Transportation Services**”) to eligible beneficiaries (“**Clients**” and each, a “**Client**”) under Medicaid and Medicare (CMS) programs; and

**WHEREAS**, Transportation Services Provider wishes to provide Transportation Services in accordance with the terms of this Agreement, and CTS desires to contract with Transportation Services Provider for the provision of such services;

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

**I. CTS’ RESPONSIBILITIES**

- 1.1 **General Responsibilities of CTS.** As set forth in this Agreement, CTS shall provide overall management of the transportation brokerage and shall be responsible for the administration of all Transportation Services.
- 1.2 **Requests for Transportation.** Upon receipt of requests for Transportation Services, CTS shall verify eligibility and trip authorization, book reservations for Transportation Services, assign requests for Transportation Services to Transportation Services Provider, process and verify invoices for Transportation Services, and perform such other administrative tasks as may be necessary to provide Transportation Services. Notwithstanding anything to the contrary herein, CTS shall be under no obligation to provide Transportation Services Provider with a specific number of requests for Transportation Services or any requests for Transportation Services at all.
- 1.3 **Payment.** CTS shall make payments to Transportation Services Provider at the rates set forth in **Appendix I** hereto for Transportation Services that are provided in accordance with the terms of this Agreement and for which Transportation Services Provider appropriately submits an invoice as specified in Section 2.7 of this Agreement. CTS will make such payments within thirty (30) days of receipt of both Transportation Services Provider’s invoice and payment from CTS’ funding source, unless otherwise required under applicable law. In the event that payment rates to CTS by its funding source are reduced, the Parties to this Agreement agree to re-negotiate in good faith the rates set forth in **Appendix I**. If the Parties are unable to reach an Agreement within thirty (30) days of such reduction, CTS may immediately terminate this Agreement.

- 1.4 **Disputes Over Amount Owed.** In the event of a dispute with respect to amounts owed to Transportation Services Provider, Transportation Services Provider shall provide supporting invoice documentation as requested by CTS. If, after CTS reviews the documentation to verify charges, a discrepancy continues to exist, CTS will pay the uncontested portion and work with Transportation Services Provider to reconcile any difference. Transportation Services Provider shall continue to perform its obligations hereunder irrespective of any outstanding contested amounts.

## **II. TRANSPORTATION SERVICES PROVIDER'S RESPONSIBILITIES**

- 2.1 **General Responsibilities of Transportation Services Provider.** Transportation Services Provider shall provide Transportation Services to each Client within the scope of Transportation Services Provider's applicable licenses, permits, registrations, approvals, certifications, and other governmental authorizations ("**Permits**") and in compliance with applicable federal, state, and local laws, statutes, ordinances, and regulations ("**Law**" or "**Laws**") and applicable third-party payor program requirements, including but not limited to the CMS Required Contract Terms set forth in **Appendix II** hereto and the Vehicle & Driver Requirements set forth in **Appendix III** hereto. Transportation Services Provider shall complete and timely submit to CTS any information requested as may be reasonably necessary to carry out CTS' obligations under this Agreement.
- 2.2 **Independent Contractor.** Transportation Services Provider will undertake and discharge its obligations hereunder at all times as an independent contractor. This agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Transportation Services Provider and CTS for any purpose. Transportation Services Provider has no authority (and will not hold itself out as having authority) to bind CTS and will not make any agreements or representations on CTS' behalf without CTS's prior written consent. Transportation Services Provider nor any of its officers, directors, employees or representatives are or will be an employee of CTS in connection with the performance of Transportation Services Provider's duties hereunder. Transportation Services Provider will be responsible for its own conduct and that of its agents and employees, and for any injury to such agents or employees or to others through its agents and employees. Transportation Services Provider shall provide for and pay for all materials, equipment, utilities and other goods necessary for contract performance, unless this Agreement specifically provides otherwise. CTS is not responsible for withholding or paying any income, payroll, Social Security, or other federal, state or local taxes, making insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Transportation Services Provider's behalf. Transportation Services Provider is solely responsible for all such taxes and contributions for its employees, including penalties and interest. Transportation Services Provider shall be responsible for indemnifying CTS against all such taxes and contributions, including penalties and interest.
- 2.3 **Representations, Warranties, and Covenants.** Transportation Services Provider represents, warrants, and covenants that, on the Effective Date and throughout the term of this Agreement:
- a. Transportation Services Provider has and shall maintain in good standing all Permits required to perform its obligations under this Agreement;

- b. Transportation Services Provider is and shall at all times be in compliance with applicable Law relating to the provision of Transportation Services;
- c. All Transportation Services provided by Transportation Services Provider shall be by vehicles and drivers that comply with applicable Law and such other requirements as CTS may from time to time reasonably establish. Each Driver providing Transportation Services under this Agreement is properly trained, possesses a valid and proper driver's license and meets all the appropriate license requirements of the state(s) in which he or she drives and all applicable federal requirements;
- d. Neither Transportation Services Provider nor any of its Staff providing Transportation Services pursuant to this Agreement has ever been (i) convicted or had a criminal judgment rendered against it, him, or her ("**Convicted**") of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal or state health care program; or (ii) excluded or debarred from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act, including Medicare and Medicaid. Transportation Services Provider shall notify CTS of the occurrence of either of the foregoing in accordance with Section 2.9 of this Agreement; and
- e. Neither Transportation Services Provider nor any of its Staff providing Transportation Services pursuant to this Agreement has (i) ever been Convicted of any sexual offense or other crime involving a child; (ii) ever been Convicted of the commission of fraud or a criminal offense in performing a public transaction or contract or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements of receiving stolen property; (iii) ever been Convicted of any drug-related offenses; (iv) ever been Convicted of any violent offense; (v) ever been Convicted of an offense that casts doubt on a driver's ability to safely operate a motor vehicle; (vi) been indicted for or otherwise charged on a criminal basis by a governmental agency with the commission of any of the above offenses within seven (7) years of the Effective Date of this Agreement; or (vii) had any contract or other transaction with a public agency terminated for cause within seven (7) years of the Effective Date of this Agreement. Transportation Services Provider shall notify CTS of any indictment of other criminal charge relating to the foregoing in accordance with Section 2.9 of this Agreement.

**2.4 Criminal History Records.** Transportation Services Provider shall obtain Criminal History from the states that the employee has resided in the last 2 years. Examples are PA State Police criminal history report, OccuScreen, CheckR, FBI or equivalent.

## **2.5 Insurance**

2.5.1 Transportation Services Provider shall, at its sole expense, procure and maintain during the term of this Agreement the insurance policies listed in **Appendix IV** hereto (the "**Required Insurance**"), in at least the amounts set forth in **Appendix IV**. Such Required Insurance shall be provided by insurance companies authorized to do business in the jurisdiction(s) where the Transportation Services are performed and shall be acceptable to CTS. CTS reserves the right to modify the Required Insurance at any time during the term of this Agreement. Transportation Services Provider shall ensure that the Required Insurance covers all occurrences within the period that this Agreement is in force (regardless of when the claims regarding such occurrences may be asserted).

Notwithstanding the insurance policies named in **Appendix IV**, Transportation Services Provider shall maintain at all times during the term of this Agreement, at a minimum, Vehicle Liability Coverage, Comprehensive General Liability Coverage, and Workers' Compensation Coverage.

2.5.2 To evidence compliance with this Section 2.5, upon execution of this Agreement and at any time upon CTS' request, Transportation Services Provider shall submit to CTS *certificates of insurance reflecting the Required Insurance*. Transportation Services Provider shall not perform any Transportation Services under this Agreement until it has complied with this Section 2.5.2.

2.5.3 CTS and its directors, officers, representatives, agents, and employees must be named as additional insured with respect to work or operations performed under this Agreement.

2.5.4 Transportation Services Provider shall require its insurer(s) to give CTS written notice thirty (30) days prior to termination or cancellation of coverage, reduction in coverage, or other material alteration of coverage. At least five (5) days prior to any policy expiration date, Transportation Services Provider shall provide renewal certificates of insurance.

2.5.5 Except where prohibited by law, Transportation Services Provider shall require its insurer(s) to waive all rights of subrogation against CTS' insurers. Transportation Services Provider shall provide CTS with an endorsement that the insurance of the Transportation Services Provider is primary insurance and that no insurance maintained by CTS may be called in to contribute for a loss.

2.5.6 Transportation Services Provider shall require any of its subcontractors performing Transportation Services under this Agreement to maintain insurance coverage in accordance with the requirements set forth in this Agreement and shall provide CTS with evidence of such coverage upon request. The vehicles must be owned and registered to the Transportation Services Provider and insured by the Transportation Services Provider. The Transportation Services Provider cannot subcontract any trips to Transportation Network Companies (TNCs).

**2.6 Reservation Scheduling.** Transportation Services Provider shall provide Transportation Services only for trips listed in the CTS Provider Portal and authorized by CTS. Transportation Services Provider is prohibited from transporting Clients for any trips not included in the CTS Provider Portal. All trips, including return trips (such as "will call" trips), must be specifically authorized by CTS through the CTS Provider Portal. Transportation Services Provider shall not accept transportation requests directly from CTS Clients. Transportation Services Provider shall immediately notify CTS if it is unable to fulfill any assigned trip from the CTS Provider Portal.

## **2.7 Invoicing**

2.7.1 **Payment Cycle.** Within thirty (30) days of the date of service, Transportation Services Provider shall submit an invoice CTS in an electronic format prescribed by CTS

and in accordance with the rates set forth in **Appendix I** for all Transportation Services provided.

**2.7.2 Timeliness.** Transportation Services Provider acknowledges and agrees that no amounts shall be due from CTS for (a) any invoice presented more than 30 calendar days after such Transportation Services are provided, or (b) any claims CTS is required to deny for Transportation Services Provider's failure to comply with Law related to the timely filing of claims and this Section 2.7.2.

**2.7.3 Payment in Full.** Transportation Services Provider shall accept a payment received from CTS for invoices submitted by Transportation Services Provider for Covered Services provided to Covered Persons as payment in full.

**2.7.4 Documentation, Audit and Records Retention.** Transportation Services Provider shall verify all trips prior to submitting invoices to CTS by GPS/AVL tracking. Transportation Services Provider shall have GPS/AVL tracking connected to the CTS Provider Portal no later than December 31, 2026. Transportation Services Provider shall maintain supporting documentation that invoiced trips have been completed and shall provide such documentation to CTS promptly upon request. Upon reasonable notice, Transportation Services Provider shall permit CTS (or its designee) to examine and/or audit such documentation and will assist CTS in examining all requested documentation. Transportation Services Provider shall retain all documentation relating to Transportation Services provided under this Agreement for a period of at least ten (10) years unless a different period is required by applicable Law.

**2.7.5 Compliance Certification Requirements.** Upon execution of this Agreement and on at least an annual basis, Transportation Services Provider shall certify its compliance with all applicable Law and best industry practices on the CTS Third-Party Oversight Compliance Program Attestation Form attached hereto as **Appendix V**. CTS is committed to regulatory compliance and Transportation Services Provider's failure to meet any specified compliance requirements constitutes a material breach of this Agreement and provides grounds for immediate termination. Additionally, by entering into this Agreement, Transportation Services Provider certifies that all documentation submitted to CTS is true and accurate. Transportation Services Provider understands and acknowledges that CTS relies upon the accuracy of all invoicing information it submits in filing claims for payment, including for submitting claims to federal and state governmental agencies. Further, Transportation Services Provider understands that it is unlawful to cause false statements or representations to be made to any governmental agency. If Transportation Services Provider discovers or identifies any error or mistake in any invoices that were submitted to CTS, Transportation Services Provider shall immediately notify CTS and make all necessary corrections and reimbursements.

## **2.8 Performance Standards**

**2.8.1 Compliance with Law.** Transportation Services Provider will be in possession of and shall comply with all applicable Permits. Transportation Services Provider will be in compliance with all applicable Law and transportation standards regarding passenger safety and comfort.

**2.8.2 Subcontractors.** Transportation Services Provider shall not sublet, subcontract, or otherwise arrange Transportation Services under this Agreement from any third-party provider without CTS' prior written approval.

**2.9 Notices.** Transportation Services Provider shall immediately notify CTS, in writing, upon the occurrence of any of the following events:

- a. The occurrence of any of the prohibited events in Section 2.3(d) and Section 2.3(e) of this Agreement;
- b. The loss, restriction, suspension or surrender of any Permit held by Transportation Services Provider or any of its Staff under this Agreement;
- c. Any vehicle collision or incident involving a vehicle transporting a Client or any other incident resulting in injury or potential injury to a Client; and
- d. Any other event or condition that may materially impair or limit Transportation Services Provider's ability to perform any obligation under this Agreement.

**2.10 Government Access to Records.** If Transportation Services provided under this Agreement have an aggregate value or cost of \$10,000 or more over a twelve-month period, Transportation Services Provider shall, until the expiration of four (4) years, or such other period required by applicable Law, after furnishing such Transportation Services, make available upon written request by the Secretary of Health and Human Services or upon the written request by the Comptroller General of the United States, or by their duly authorized representatives, this Agreement and books, documents and records of Transportation Services Provider that are necessary to verify the nature and extent of the costs of the services provided.

**2.11 Indemnification.** Transportation Services Provider shall indemnify, defend, and hold harmless CTS and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Parties**") against any and all losses, damages (including liquidated damages), liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Indemnified Parties (collectively, "**Losses**") relating to, arising out of, or occurring in connection with the Transportation Service Provider's performance under this Agreement, including but not limited to those arising out of negligence, willful misconduct, or breach of this Agreement by Transportation Services Provider or any of its Staff. For the avoidance of doubt, this includes any Losses arising out of any accidents that may occur in the provision of Services by Transportation Services Provider, whether or not Transportation Services Provider or any of its Staff are at fault. Transportation Services Provider shall also indemnify, defend, and hold harmless the Indemnified Parties from and against any Losses arising out of or related to any claims made by Transportation Services Provider's Staff in connection with the performance of Transportation Services under this Agreement, including but not limited to Losses relating to (a) any employment-related claims, including but not limited to claims for wages, benefits, wrongful termination, discrimination, harassment, or any other employment-related cause of action, (b) any claims for personal injury or death of any member of Transportation Services Provider's Staff occurring in the course of performing Transportation Services under this Agreement;

and (c) any claims under workers' compensation or similar Law brought by or on behalf of any member of Transportation Services Provider's Staff. Transportation Services Provider shall assume the defense of such claim or action with counsel reasonably satisfactory to CTS. Transportation Services Provider shall not enter into any settlement without the CTS' prior written consent. This provision shall survive the termination of this Agreement.

**2.12 Confidentiality & Privacy.** Transportation Services Provider shall comply with all Law applicable to the confidentiality, privacy and security of individually identifiable protected health information or other sensitive personal information ("**Personal Information**"), including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). Transportation Services Provider shall safeguard such Personal Information related to health plans, beneficiaries, and Clients regardless of whether it is stored in electronic or paper form and ensure that all Personal Information is encrypted in transit and at rest. Transportation Services Provider shall not use, or disclose to any third party, any Personal Information obtained in the course of performing its obligations under this Agreement in any manner except as necessary to the proper discharge of its obligations hereunder or as required by Law, and shall execute any additional documentation required by CTS, including but not limited to the Business Associate Agreement attached hereto as **Appendix VI** (the "**Business Associate Agreement**"). Transportation Services Provider shall notify CTS before sharing Personal Information with any third party.

- a. **Reporting Obligations for Data Security Incident.** Transportation Services Provider agrees to comply with all provisions of the Business Associate Agreement and immediately report to CTS any data security incident of any kind involving any server, network, or account with access to Personal Information provided under this contract, and any actual or suspected unauthorized access by any third party to any *Personal Information related to any health plan, beneficiaries, or Clients*.
- b. **Mitigation Requirements.** As further detailed in **Appendix VI**, Transportation Services Provider agrees to establish and implement procedures and other reasonable efforts for mitigating, to the greatest extent possible, any harmful effects arising from any improper use, disclosure, or data breach of Personal Information. Transportation Services Provider will pay CTS for all costs incurred in connection any data breach caused by intentional actions, omissions, or negligence of the Transportation Services Provider or any of its agents.
- c. **Incident Response Plan.** Transportation Services Provider agrees to implement and maintain a Data Security Incident Response Plan and provide documentation to CTS to verify that it meets this contractual requirement.

### **III. TERM AND TERMINATION**

**3.1 Term of Agreement.** This Agreement shall become effective as of the Effective Date and shall remain in effect for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods unless otherwise terminated pursuant to this Section 3.

**3.2 Termination Without Cause.** CTS may terminate this Agreement, without cause, upon thirty (30) days prior written notice to Transportation Services Provider. Transportation

Services Provider may terminate this Agreement, without cause, upon ninety (90) days prior written notice to CTS.

**3.3 Termination for Cause.** This Agreement may be terminated for cause as follows:

- a. **Bankruptcy.** CTS may terminate this Agreement immediately if Transportation Services Provider ceases operations, becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, or is the subject of a bankruptcy petition or petition for dissolution, liquidation, or for the winding-up of business affairs, or for the appointment of a trustee or receiver to take possession of its assets.
- b. **Termination by CTS for Default.** CTS may terminate this Agreement for default by Transportation Services Provider. Transportation Services Provider is in default if it has materially breached this Agreement and has not remedied the breach within five (5) business days, or such longer period set by CTS, of receiving written notice of the breach by CTS, or as otherwise set forth in this Agreement. A material breach includes, but is not limited to, failure to deliver Transportation Services on time. Transportation Services Provider shall be liable to CTS for all damages, costs and expenses, including reasonable attorneys' fees, incurred by CTS as a result of Transportation Services Provider's default.
- c. **Immediate Termination.** CTS shall have the right to terminate this Agreement immediately without further notice to Transportation Services Provider upon the occurrence of any of the following:
  - (i) the loss, suspension or surrender of Transportation Services Provider's licensure to operate, to provide Transportation Services or of its Medicaid or Medicare certification;
  - (ii) the Transportation Services Provider's sanction by the Medicare or Medicaid programs, or any other federal health care program;
  - (iii) Transportation Services Provider's loss, suspension or surrender of any license, permit, certification, registration or insurance coverage required under the terms of this Agreement;
  - (iv) a determination by CTS, in its sole discretion, that the activities of Transportation Services Provider or its Drivers create a risk to the health or welfare of any passenger receiving Transportation Services;
  - (v) loss of any credential required to provide Transport Services, including absence of criminal history;
  - (vi) breach of any obligation under this Agreement concerning the protection of confidential or individually identifiable health information; and
  - (vii) a determination by CTS, in its sole discretion, that Transportation Services Provider has not complied with its compliance obligations as detailed in Section 2.7.5 of this Agreement or Transportation Services Provider has submitted false or fraudulent invoice(s) to CTS.

**IV. ADDITIONAL PROVISIONS**

DATE OF DEPOSIT

APR 27 2026

- 4.1 **Assignment.** Transportation Services Provider may not assign, transfer, delegate, consign, subcontract, or by any manner or means convey to any other person or entity this Agreement or any rights or responsibilities hereunder without the express written consent of CTS, such consent to be withheld in CTS' sole discretion. Any attempted unauthorized assignment shall be null and void.
- 4.2 **Governing Law.** This Agreement shall be governed by the laws and regulations of the State of Connecticut without respect to its choice of law provisions.
- 4.3 **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.
- 4.4 **Amendments.** This Agreement (including any attachments) may be amended only by a document in writing duly executed by authorized representatives of both Parties hereto.
- 4.5 **Dispute Resolution.** Any disputes arising under this Agreement shall be resolved by confidential, binding arbitration in the State of Connecticut administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules by a single arbitrator selected by mutual agreement of the parties or, if the parties are unable to agree on an arbitrator within thirty (30) days of an arbitration demand, by AAA; provided, however, that this paragraph shall not restrict the right of either party to institute a legal proceeding to enable such party to obtain temporary or preliminary injunctive relief during the pendency of any such arbitration. A determination of the dispute by the arbitrator shall be final and binding on the parties to the extent permitted by law. The cost of arbitration, other than attorneys or other consultancy fees, shall be borne equally by the parties.
- 4.6 **Severability.** If any provision of this Agreement is held invalid by law, rule, order or regulation of any relevant government or by the final determination of a court of last resort, such invalidity shall not effect (a) the other provisions of this Agreement; (b) the application of such provision to any other circumstance other than that with respect to which this Agreement was found to be unenforceable; or (c) the validity or enforceability of this Agreement as a whole. The Parties hereto agree to negotiate in good faith to replace any provision found to be unenforceable so that the economic effects of this Agreement for each Party remain the same.
- 4.7 **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 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.
- 4.8 **Nondiscrimination.** The Parties agree to comply with all applicable Law relating to nondiscrimination and equal employment opportunity including, without limitation, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, the Americans with Disabilities Acts of 1990 and all regulations and administrative rules established pursuant to such Laws.

- 4.9 **Entire Agreement.** This Agreement, including all appendices, addenda, schedules, and exhibits attached hereto ("**Appendices**"), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Appendices to this Agreement are an integral part of this Agreement and are incorporated herein by reference.
- 4.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, email in ".pdf" format, DocuSign, or other electronic means shall have the same effect as physical delivery of the original document. Electronic signatures are intended to authenticate this Agreement and have the same force and effect as manual signatures.
- 4.11 **Notices.** Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight courier service to the Parties at the following addresses or such other addresses as may be specified by like notice:

**If to CTS:**

Coordinated Transportation Solutions, Inc.  
35 Nutmeg Drive, Suite 120  
Trumbull, CT 06611  
Attention: Director of Provider Relations

**If to Transportation Services Provider:**

US RIDE TRANS LLC  
2800 Axe Factory Rd, APT A306,  
Philadelphia, PA 19152  
Attention: Abdurahim Ali  
[name or title]

- 4.12 **Compliance with Payor Requirements.** Transportation Services Provider agrees to comply with all applicable terms and conditions of each Payor Agreement, as well as any other flow-down provisions that CTS is obligated to pass down to its subcontractors. Transportation Services Provider shall be bound to CTS in the same manner and to the same extent that CTS is bound to such Payor under such Payor Agreement. This includes, but is not limited to, compliance with all specifications, schedules, and requirements set forth in the Payor Agreement. Transportation Services Provider shall also ensure that any lower-tier subcontractors comply with these flow-down provisions.

**V: DEFINITIONS**

- 5.1 **Definitions.** As used in this Agreement, the following terms shall have the indicated meaning:

"**CTS Provider Portal**" shall mean CTS's web portal for its Transportation Services Providers.

"**Driver**" shall mean an employee, subcontractor or agent of Transportation Services Provider who drives vehicles carrying Clients.

"**Payor**" shall mean the program provider for which CTS brokers Transportation Services.

“**Payor Agreement**” shall mean the agreement between CTS and Payor for the brokerage of Transportation Services.

“**Transportation Services Provider**” shall have the meaning set forth in the preamble and, unless the context clearly implies otherwise, includes all individuals providing Transportation Services as employees, subcontractors or agents of that individual or entity that is a party to the Agreement with CTS.

“**Transportation Services Provider Manual**” shall mean the manual maintained by CTS and as may be updated by CTS from time to time, setting forth its policies and procedures and other requirements for providing the Transportation Services under this Agreement. A copy of the Transportation Services Provider Manual as of the date hereof is attached hereto as **Appendix VII**. Transportation Services Provider may request the Transportation Services Provider Manual by sending such request to [ctsproviderrelations@ctstransit.com](mailto:ctsproviderrelations@ctstransit.com). This Agreement incorporates the Transportation Services Provider Manual by reference, as if fully set forth herein.

“**Staff**” shall mean the employees, subcontractors or agents of a Transportation Services Provider who provide Transportation Services to Clients, including but not limited to Drivers, aides, attendants, dispatchers, mechanics, or other personnel.

“**Transportation Network Companies**” shall mean businesses that provide on demand transportation utilizing digital platforms, often apps or websites to connect passengers with drivers using their personal vehicles for pre-arranged transportation services.

Any other capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to such terms in the Appendices.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first set forth above as the Effective Date.


COORDINATED TRANSPORTATION SOLUTIONS, INC

Signature: Robin Lynch

Print Name: Robin Lynch

Title: Chief of Service Delivery

US RIDE TRANS LLC

Signature: 

Print Name: Abdulrahim Ali

Title: Owner - CEO

**APPENDIX I**

**STANDARD TRANSPORTATION PROVIDER RATE SHEET**

Providers are not permitted to multi-load members unless authorized by CTS.

**US RIDE TRANS LLC**

<b>Transportation Services</b>	<b>HCPC</b>	<b>Rate</b>
Ambulatory to include first 20 miles (one way)	T2003	\$25.00
Ambulatory mileage over 20 miles	T2002	\$2.00
Wheelchair Van to include first 20 miles (one way)	T2001	\$30.00
Wheelchair Van mileage over 20 miles	T2002	\$2.25
No show or cancel on arrival	T2006	Paid at 1 x base rate
**Wait time in 15 min. increments	T2007	Paid at ¼ of base rate

\* Rates in this and subsequent years to be based on no less than the published Pennsylvania MA Fee Schedule.

\*\* Wait time must be approved prior to accepting the trip and providers should report to CTS every hour.

Signature: \_\_\_\_\_

## APPENDIX II

### CMS REQUIRED CONTRACT TERMS

The provisions of this Appendix apply to the services rendered to Enrollees in any of an MCO's Medicare Advantage programs, as described in 42 C.F.R. Part 422, including Senior Care Options ("SCO") program and One Care Plan ("OCP"), the Capitated Financial Alignment Demonstration product offering.

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Agreement between CTS and Provider not inconsistent herein shall remain in full force and effect. This amendment shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

#### **Definitions:**

Centers for Medicare and Medicaid Services ("CMS"): shall mean the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: shall mean completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: shall mean any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between a MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Agreement Period: shall mean the final term of the Agreement between CMS and the Medicare Advantage Organization.

First Tier Entity: shall mean any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

"MCO" shall mean a managed care organization as defined by the Social Security Act.

Medicare Advantage ("MA"): shall mean an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA organization"): shall mean a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA Agreement requirements.

Member or Enrollee: shall mean a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: shall mean (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: shall mean any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under Agreement or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during an Agreement period.

Required Provisions:

Provider agrees to the following:

1. In accordance with 42 C.F.R. §§ 422.504(i)(2)(i) and (ii), HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular Agreement period, including, but not limited to, any books, Agreements, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' Agreement with MCOs (hereinafter "MA organization") through 10 years from the final date of the final Agreement period of the Agreement entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later.
2. In accordance with 42 C.F.R. §§ 422.504(a)(13) and 422.118, Provider will comply with the confidentiality and Enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Enrollees to the records and information that pertain to them.
3. In accordance with 42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i), Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization.
4. In accordance with 42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i), for all Enrollees eligible for both Medicare and Medicaid, Enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for Enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source.
5. In accordance with 42 C.F.R. § 422.504(i)(3)(iii), any services or other activity performed in accordance with an Agreement or written agreement by Provider are consistent and comply with the MA organization's contractual obligations.
6. In accordance with 42 C.F.R. §§ 422.520(b)(1) and (2), Agreements or other written agreements between the MA organization and Providers or between First Tier and Downstream Entities must contain a prompt payment provision, the terms of which are

developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted Providers under the terms of the Agreement between CTS and the Provider.

7. In accordance with 42 C.F.R. §§ 422.504(i)(4)(v), CTS and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions.
8. Hold Harmless. Provider, its Downstream and Related Entities agree to hold Enrollees harmless from payment obligations that are the legal obligation of CTS and shall not look to Enrollees for payment for NET Services rendered to an Enrollee.
  - a. Provider, its Downstream and Related Entities shall not seek or accept payment from any Enrollee for any covered service rendered, nor shall Provider; its downstream and related entities have any claim against or seek payment from EOHHS or CMS for any Covered Service rendered to an Enrollee. Instead, Provider, its Downstream and Related entities shall look solely to CTS for payment with respect to NET Services rendered to Enrollees. Furthermore, Provider, its Downstream and Related entities shall not maintain any action at law or in equity against any Enrollee, CMS or EOHHS to collect any sums that are owed by CTS under the Agreement for any reason even in the event that CTS fails to pay for or becomes insolvent or otherwise breaches the terms and conditions of this Agreement.
  - b. Enrollees will not be held liable for Medicare Part A and B cost sharing. Providers, its downstream and related entities will accept CTS payment as payment in full.
  - c. This section shall survive the termination of this Agreement, regardless of the cause of termination and will be construed to be for the benefit of Enrollees. Provider further agrees that this provision supersedes any oral or written agreement hereinafter entered into between Provider and Enrollee or person acting on Enrollee's behalf, insofar as such agreement relates to payment for services provided under the terms and conditions of this Agreement.
9. Record Keeping and Reporting. Provider, its Downstream and Related entities shall maintain medical, financial, and administrative records concerning NET Services provided to Enrollees and will keep these records for at least ten (10) years from the date Provider, its Downstream and Related entities rendered the NET Services. In accordance with 42 C.F.R. 422.504(e) and 42 C.F.R. 44 504(i), Provider, its Downstream and Related entities shall make available to CTS, MCOs, CMS, the Comptroller General, HHS and EOHHS, or their designees, its facilities, equipment, records and data as required by federal and state regulating agencies for audit or inspection for ten (10) years after the date of service.
  - a. Provider, its Downstream and Related entities acknowledges that MCOs are required to submit to CMS all Enrollee encounter data and other statistical data, and to certify the accuracy, completeness, and truthfulness of such data. Provider, its Downstream and Related entities agree that each time it submits a claim for services rendered hereunder, Provider, its Downstream and Related entities is certifying the accuracy, completeness and truthfulness of the claim. Provider agrees to submit records to CTS, MCOs, CMS, EOHHS, or their designees, if requested to validate any claims submitted, or to provide other encounter data as required by CMS or this Agreement.
10. Continuation of Care. In the event of termination of this Agreement, CTS shall arrange for, and Provider shall cooperate with, the orderly transfer of all Enrollees then under the care of the Provider. Provider shall continue to provide, and CTS shall continue to pay for, NET Services to Enrollees until the end of the period for which MCOs have received premiums from CMS, or until inpatient discharge, whichever is later. In the event of CTS,

MCO's insolvency, Provider shall continue to provide NET Services to hospitalized Enrollees through discharge.

Exclusion of Services. Provider represents that it has not been excluded from any federal healthcare program and has not opted out of the Medicare program. Provider shall not employ or Agreement with any individual who is excluded from participation in the Medicare program, and agrees that CTS and MCOs may immediately terminate its access to Provider should Provider or any employee, contractor, or agent of Provider providing services under this Agreement lose Medicare certification or be excluded or otherwise fail to participate in the Medicare program.

## APPENDIX III

### VEHICLE & DRIVER REQUIREMENTS

**Vehicle Performance Standards.** Transportation Services Provider shall use only those vehicles that are properly registered to Transportation Services Provider and approved for use in performing transportation services for hire. Vehicles and all components must comply with or exceed the manufacturer's, state and federal, safety and mechanical operating and maintenance standards for the vehicles and models used under this Agreement, but not limited to rules and regulations of UPMCHP, CTS and the Pennsylvania Department of Transportation ("PENNDOT") and Pennsylvania Public Utilities Commission ("PUC").

**Minimum Standards for Vehicles:** All vehicles used under the terms of this agreement must:

- (a) Be garaged and registered in the State of Pennsylvania;
- (b) Have passed inspection by a facility licensed by PennDOT for annual state safety and emissions inspections prior to being used under this Agreement, and annually thereafter;
- (c) If owned by a corporation or business, be clearly identified with the corporate or business name affixed to the vehicle in a permanent or semi-permanent manner in no less than two (2) inch high letters. One location of such name shall be on the right side of the passenger's door, and the other shall be located on the rear of the vehicle, as per PA PUC regulations;
- (d) Be maintained in good working order (including but not limited to brakes, tires, heater, windshield, wipers, defroster, speedometer, etc.) with a preventive maintenance program established by CTS and subject to approval by UPMCHP, and all necessary gasoline, oil, grease, and repairs furnished through the entire period of the Agreement;
- (e) Be cleaned regularly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle, in addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges; and
- (f) No uninsured vehicle or vehicle removed for safety reasons will be permitted to support the provision of Transportation Services.

**Vehicle Standard Equipment:** All vehicles must be equipped, at minimum with:

- (a) A seat with installed seat belts for every vehicle occupant, which shall be in proper working order and accessible to the occupant.
- (b) A mobile phone or FM two-way radio licensed under the direction of the Federal Communications Commission (FCC) ("mobile communication devices"). Mobile communication devices shall be able to contact the base station at all times while

Members are on board. The base station shall be staffed while any vehicle is in transit and vehicles in transit and the base station must be able to communicate at all times;

- (c) A working air conditioning system of sufficient capacity to cool the entire vehicle (auxiliary air may be necessary);
- (d) Tires appropriate to the weather conditions (all season radials) in your service;
- (e) Spare tire and jack (unless covered by vendor maintenance policy);
- (f) Portable step (optional for lift equipped vehicles) - Stools should be made of high-strength material, preferably metal and have rubber tips on the bottom to prevent slipping on wet or icy pavement. The design must be satisfactory to both the Transportation Provider and the Agency;
- (g) Chock blocks, multifunctional fire extinguisher (universal class C, UL rated), flags, reflectors, and flashlight; and
- (h) A first aid kit that meets the Red Cross family first aid kit standards plus a biohazard bag.

Transportation Services Provider shall require the securement by seat belts and shoulder restraints of all front-seat occupants, including the driver, and all rear-seat occupants.

Transportation Services Provider's Drivers engaged in transportation under this Agreement shall be properly trained to provide safe, courteous, and reliable transportation at all times.

Transportation Services Provider shall assure the comfort and safety of customers by proper maintenance of its vehicles. This includes but is not limited to:

1. Cleanliness of vehicles;
2. A smoke-free environment within vehicles; and
3. Appropriate safety equipment carried on the vehicle.

Upon reasonable notice, Transportation Services Provider shall permit CTS (or its designee) to inspect Transportation Services Provider's vehicles and vehicle repair logs and will assist CTS in examining all requested documentation. Upon reasonable notice, Transportation Services Provider shall permit CTS (or its designee) to inspect driver-training records and will assist CTS in examining all requested documentation.

**Age of Vehicles.** For on demand services or transportation for hire, Transportation Services Provider shall follow PA PUC age requirements. PUC regulated service guideline effective January 1, 2008, states that taxicabs and limousines providing PUC regulated services must be less than eight (8) model years old unless otherwise approved by the commission.

Notwithstanding the provisions set forth in this paragraph, upon inspection and approval of CTS, vehicle age may exceed the limitations specified by no more than six (6) months during the final six-month period of the Agreement.

**Non-Ambulatory Vehicles Additional Requirements:** Any vehicle used for Non-Ambulatory Transportation must be equipped with the following equipment specifications:

- (a) A hydraulic lift with manual backup operational capacity or meet PUC specifications and requirements;
- (b) Four securement straps, a lap belt and a shoulder belt assembly for each wheel chair. If the vehicle is equipped with a "locking bar" system, then only two securement straps are needed for that chair.

**Wheelchair Securement Requirements:** Wheel chair securement requirements are as follows:

- (a) All wheel chairs must face forward in van;
- (b) All Members must be secured into their wheel chairs using the lap/shoulder belt assembly that works in conjunction with the securement system. The lap/shoulder belt assembly must be used in addition to any other wheel chair securement devices;
- (c) The use of table/tray attachments must not interfere with proper securement of Members by lap/shoulder belt assemblies. They must be removed if they prevent the Member from being properly secured;
- (d) Do not use the shoulder belt if it extends across the Member's neck or face, or if there is a medical condition that interferes with its proper use. (i.e. feeding or breathing tubes).

**Other Vehicle Requirements.** Please refer to the CTS Transportation Services Provider Operations Manual, set forth in **Appendix VII** hereto, for other vehicle requirements.

**Drug and Alcohol-Free Work Place Policy.** To the extent it is required by applicable Law, Transportation Services Provider certifies that it will provide a drug free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Transportation Services Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Publishing a statement notifying employees that the use of alcoholic beverages while on duty or within six hours of being on duty is prohibited in Transportation Services Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
3. Making it a requirement that each employee engaged in the performance of this Agreement be given a copy of the statement.
4. Adhering to any state, federal or local laws, regulations or requirements relating to drug-testing of Transportation Services Provider's employees.

**Drug/Alcohol Testing Requirements:** Drug and/or alcohol testing is required pre-hire, annually, and upon suspicion or CTS/plan request due to a complaint, accident or significant event.

Transportation Services Provider shall require all Drivers and monitors performing Transportation Services under this Agreement to adhere to these provisions regarding drug and alcohol testing.

All drug and alcohol testing must be conducted by an independent (non-affiliated/off-site) laboratory certified under the National Laboratory Certification Program (NLCP), using a 5 panel or above screening. Transportation Services Provider shall not collect testing samples or conduct any testing, whether at the Transportation Provider's facilities or otherwise. CTS cannot accept any preliminary results or home testing kits.

Drug testing must be conducted for marijuana, cocaine, opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone), amphetamines (amphetamine, methamphetamine, MDMA, MDA) and phencyclidines (PCP), and the results must be verified as "negative".

These guidelines are aligned with the PennDot and/or PA PUC.

**Driver Qualifications:** The following requirements shall apply to any driver employed or contracted by a Transportation Services Provider:

- (a) Drivers must have a valid Pennsylvania Driver's License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and 3 years of driving experience, including experience driving multi-passenger vehicles.
- (b) Drivers must be at least twenty-one (21) years of age and have completed all required training specified in 2.4 of this Exhibit prior to providing Transportation Services.
- (c) Drivers must have effective oral communication skills in English sufficient to communicate effectively with Members and facilities' staff and to perform their other job duties, and undergo a Criminal background check, with results verified, prior to any contact with Agency Members.
- (d) The Background checks must remain on file at the Transportation Provider's place of business and the background must be conducted annually thereafter.
- (e) Drivers must be physically able to assist Members entering and exiting vehicles.
- (f) The Transportation Services Provider must ensure that drivers have had a physical examination before any contact with Members (within the preceding twelve months).
- (g) Drivers are prohibited from providing Transportation Services if sanctioned by the Office of the Inspector General (OIG), Medicare/Medicaid, UPMCHP or a participating Agency, to provide service.

**Driver Training Requirements.**

All Driver's, prior to driving any vehicle with a Member, shall have completed training which addresses proper use of safety equipment, use of wheelchair lift or ramp and securing equipment, first-aid and reaction to seizures, mandated reporting rules and regulations, and cultural competency and disability awareness. Drivers operating non-ambulatory vehicles for Transportation Services under this Agreement must receive hands-on training in order to ensure that they understand and are able to properly follow the procedures for proper securement of wheelchair vehicles prior to Transportation. Drivers must also complete a course on driver safety awareness.

Drivers will comply with federal and state requirements [42 C.F.R. §422.503(b)(4)(vi)(C)] for fraud, waste and abuse, as well as Compliance annual training of all employees. A link to the Fraud, Waste and Abuse training developed by the Centers for Medicare and Medicaid Services can be found on UPMCHP's website.

In addition, Drivers will comply with state requirements for Americans with Disability (ADA) Compliance training, Cultural Competency training and Model of Care training.

UPMCHP reserves the right to request verification that all Drivers have completed the required training. Transportation Provider understands and agrees that failure to demonstrate compliance with training requirements may result in termination of all non-compliant Transportation Provider or specific workforce members from providing Transportation Services.

**Required Driver Documents.** The Transportation Provider shall maintain a personnel file on each driver (including owners when they have driving responsibilities) which shall include:

- (a) credentials;
- (b) written policy on checking driver references;
- (c) copy of driver's license;
- (d) results from annual background check;
- (e) ability to demonstrate that they can perform the essential functions of the job;
- (f) annual driving history reports from the appropriate state agencies or equivalent;
- (g) training records;
- (h) signed HIPAA confidentiality form; and
- (i) any other CTS required documents.

Upon initial contracting, documents will be provided to the field representative. Transportation Services Provider shall upload the following documents for each Driver to the CTS Provider Portal (documents must be dated within the last twelve months to be considered current):

- Criminal Background Report
- Driver Record Report
- Negative Drug Test
- Training Certificates
- Current PA Driver's license or that of a bordering state

**Other Driver Requirements.** Please also refer to the CTS Transportation Services Provider Operations Manual, set forth in Appendix VII hereto, for additional Driver requirements.

**APPENDIX IV**

**REQUIRED INSURANCE**

**General Liability Policy:** \$1,000,000.00 minimum limit for Each Occurrence and \$2,000,000.00 minimum limit for General Aggregate

**Automobile Liability Policy:** \$300,000.00 minimum Combined Single Limit

**Worker's Compensation Policy:** \$100,000.00 each occurrence

**Insurance:** Transportation Provider will be considered uninsured if it does not have applicable insurance coverage required by PA PUC with no less than \$300,000 per accident for a vehicle with a manufacturer's gross vehicle weight rating of 10,000 pounds or less, in the case of a single vehicle, or a manufacturer's gross combination weight rating of 10,000 pounds or less, in the case of an articulated vehicle. The liability of the insurance company on each motor vehicle operated in common or contract carrier service shall be in amounts not less than \$750,000 per accident for a vehicle with a manufacturer's gross vehicle weight rating over 10,000 pounds, in the case of a single vehicle, or a manufacturer's gross combination weight rating over 10,000 pounds, in the case of an articulated vehicle. 52 Pa. Code 32.11(d) and shall meet the requirements of 75 Pa. C.S. 1701-1799.7.

## APPENDIX V

### **CTS THIRD-PARTY OVERSIGHT COMPLIANCE PROGRAM ATTESTATION FORM**

#### **Third-Party Compliance Program Requirements**

Coordinated Transportation Solutions (“CTS”) has a commitment to regulatory compliance which includes the requirement that third-parties meeting criteria for oversight are compliant with all applicable regulations and industry best practices. These third parties may be categorized as:

- Delegated and Downstream Entities (“DDEs”)
- First Tier, Downstream and Related Entities (“FDRs”)
- Subcontractors

CTS is required to effectively monitor and oversee its FDRs that assist in providing services for its Medicare members and ensure its contracted providers operate in compliance with the applicable laws and regulations required by the Center for Medicare and Medicaid Services (“CMS”). Therefore, CTS has developed a process to validate that each contracted DDE, FDR, and/or Subcontractor meets the terms and conditions of our contracts with various State, Federal and regulatory agencies. This attestation is to be completed within 90 days of contracting and annually thereafter. This is required by your Transportation Services Agreement with CTS (the “Agreement”).

**Action Required:** As an organization that provides services on behalf of CTS to its clients, you must complete the following questionnaire below verifying that your organization attests to meeting or is implementing a plan to meet all applicable components of the CTS Third-Party Compliance Oversight Program.

**By signing below, I attest on behalf of US RIDE TRANS LLC (the “Organization”) that, in addition to any requirements set forth in the Agreement:**

#### **Compliance Policies and Code of Conduct**

- Our Organization distributes Standards of Conduct and Compliance policies and procedures to employees and contractors within 90 days of hire, and then annually thereafter.
- Our Organization keeps a current log certifying that employees have received, read and agree to comply with Standards of Conduct and Policies and Procedures and disclose conflicts of interest within 90 days of hire and annually thereafter.

#### **Cultural Sensitivity and Section 1557 of the Affordable Care Act (ACA)**

- Our Organization distributes the CTS Cultural Sensitivity Training and Section 1557 Summary to employees and contractors within 90 days of hire and then annually thereafter.
- Our Organization keeps a current log certifying that employees have received, read and agree to comply with the CTS Cultural Sensitivity Training and Section 1557 Summary within 90-days of hire and annually thereafter.

#### **General Compliance and FWA Training**

- Our Organization conducts and keeps a record certifying that general compliance and fraud, waste, & abuse (FWA) training is completed within 90 days of hire and annually thereafter.

**Reporting Mechanisms**

- Our Organization widely publicizes CTS’s Fraud and Compliance Hotlines or has a process for reporting compliance concerns and potential FWA directly to CTS if their business is directly impacted. The Organization also agrees to report suspected or actual incidences of program non-compliance and/or FWA, if discovered.

**Subcontracting Requirements**

- The Organization will notify CTS prior to using any offshore individual or entity to perform any service related to CTS’ Medicare and Medicaid lines of business. For offshore subcontractors that provide services on behalf of CTS, our Organization will submit required subcontractor information including legal name and contact information necessary for a CMS attestation regarding the offshore services provided.

**Screening Requirements**

	•Medicare	•Medicaid/CHC/DDE/CHIP
• <u>OIG Exclusion List</u>	•Pre-hire & Monthly	•Pre-hire & Monthly
• <u>GSA/SAM Exclusion List</u>	•Pre-hire & Monthly	•Pre-hire & Monthly
• <u>State Exclusion Lists, if applicable</u>	•N/A	•Pre-hire & Monthly
• <u>Foreign Assets Control Sanctions</u>	•Pre-hire & Monthly	•Pre-hire & Monthly
• <u>National Sex Offender Registry</u>	•Pre-hire & Annually	•Pre-hire & Annually

**National Sex Offender Registry Screening Requirements**

- Our Organization screens all employees, officers and directors, board members, subcontractors, consultants, and vendors against the US National Sex Offender Registry prior to hire and at least annually thereafter.
- Our Organization will immediately disclose any employee, officer and directors, board members, subcontractors, consultants, or vendors that appear on the US National Sex Offender Registry to the CTS Compliance Office at [Compliance@CTSTransit.com](mailto:Compliance@CTSTransit.com) or Phone 855-262-0865 and immediately remove them from work directly or indirectly related to federally-funded healthcare programs.
- Screening against the National Sex Offender Registry can be completed here: [United States Department of Justice National Sex Offender Public Website \(nsopw.gov\)](http://www.nsopw.gov)

**Exclusion List Screening Requirements**

- Our Organization is not excluded from participating in federally-funded health care programs according to the Department of Health and Human Services (“DHHS”), Office of the Inspector General (“OIG”), General Services Administration (“GSA”), and State programs (if applicable).

- Our Organization reviews the DHHS, OFAC, OIG, GSA and State (if applicable) lists of excluded parties prior to the hiring or contracting of any new employees, officers and directors, board members, subcontractors, consultants or vendors, and monthly thereafter.
- Our Organization will immediately disclose all exclusions of employees, officers and directors, board members, subcontractors, consultants, or vendors to the CTS Compliance Office at [Compliance@CTSTransit.com](mailto:Compliance@CTSTransit.com) or Phone 855-262-0865 and immediately remove them from work directly or indirectly related to federal health care programs.
- Prior to going live, our Organization will supply its driver roster and the first OIG/SAM screening results for those drivers, which would fulfill the pre-hire requirements, when joining the CTS Transportation Provider network. Our Organization acknowledges that whether it elects below to conduct its own monthly Exclusion List Screenings (which are subject to audits by CTS) or to have CTS conduct such Exclusion List Screenings (the preferred method), CTS will need our Organization's first OIG/SAM screening results and driver roster before any trips will be assigned to our Organization.
- Our Organization acknowledges that as part of its hiring process, it should be performing pre-hire OIG/SAM searches before making a job offer to make sure that an applicant is not on the exclusion list.
- If our Organization chooses to complete its own Exclusion Screenings, it can utilize the below listed resources:
  - OIG - <http://exclusions.oig.hhs.gov/>
  - SAM - [https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordEditorTextarea%5D=&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5Bstatus%5D%5Bis\\_inactive%5D=false](https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordEditorTextarea%5D=&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bstatus%5D%5Bis_inactive%5D=false)
  - Foreign Assets Control Sanctions - <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>
  - National Sex Offender Registry - [United States Department of Justice National Sex Offender Public Website \(nsopw.gov\)](http://www.dhs.gov/nso)

**Action Required:** CTS offers Exclusion List Screening services to all its transportation providers. CTS will conduct the monthly screening for the Organization and its employees monthly. Please acknowledge below by selecting each box.

- Our Organization will conduct our own pre-hire Exclusion List Screenings and it acknowledges that CTS will request evidence of these screenings whenever necessary.
- Our Organization acknowledges that CTS will conduct monthly Exclusion List Screenings on behalf of our Organization and employees. Our Organization also acknowledges that it remains responsible for pre-hire screenings.

**Record Retention**

- Our Organization stores proper documentation in a safe and secure facility with back-up capabilities for at least ten (10) years following the end of the Agreement and will supply documentation to support the above responses upon request. This documentation includes but is not limited to documentation or proof that a trip has occurred (i.e. GPS/AVL reports and/or signed driver logs).

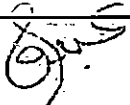
DATE OF DEPOSIT

APR 27 2026

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Invoicing**

- *Our Organization certifies that all documentation submitted to CTS is accurate and true. This includes, but is not limited, to information concerning credentialing or re-credentialing, and the information provided to CTS by any staff member of our company when invoicing claims. Our Organization acknowledges that CTS relies upon the accuracy of all invoicing information submitted by its third-party vendors and contractors in filing claims for payment with the government. Our Organization further understands that it is unlawful to cause false statements or representations to the government. Accordingly, the Organization is hereby on notice that providing any false or misleading billing information to CTS will result in immediate termination of its Agreement with CTS.*

Organization Information	
Print Name: Abdulrahim Ali	Organization's Name: US RIDE TRANS LLC
Title: Owner - CEO	NPI or Tax ID #: 84-2368807
Signature: 	Street Address: 2800 Axe Factory Rd, APT A306
Date: 09/2/2025	City, State, Zip Code Philadelphia, PA 19152

Please return to:  
Third Party Compliance Oversight Department  
Email: [thirdpartycompliance@CTSTransit.com](mailto:thirdpartycompliance@CTSTransit.com)  
Coordinated Transportation Solutions  
35 Nutmeg Drive, Suite 120  
Trumbull, CT 06611-5421

## APPENDIX VI

### BUSINESS ASSOCIATE AGREEMENT WITH SUBCONTRACTOR

This Business Associate Agreement with Subcontractor (the “BAA”), effective **Tuesday, September 2, 2025** (the “Effective Date”), is entered into by and between COORDINATED TRANSPORTATION SOLUTIONS, INC., having a business address of 35 Nutmeg Drive, Suite 120, Trumbull, CT 06611 (“CTS”), and US RIDE TRANS LLC having an address of 2800 Axe Factory Rd, APT A306, Philadelphia, PA 19152, (the “Vendor”)(each a “Party” or collectively the “Parties”).

WHEREAS, CTS has entered or may enter into agreements to provide services for or on behalf of one or more organizations identified as a Covered Entity under 45 CFR §160.103 (individually a “Covered Entity” and collectively the “Covered Entities” and said agreements hereinafter referred to as “Covered Entity Agreements”), and CTS constitutes or may constitute a Business Associate (as hereafter defined) of one or more of those Covered Entities; and

WHEREAS, CTS has entered or may enter into one or more agreements with Vendor, including the Agreement to which this BAA is attached and is incorporated by reference (as the same may be amended from time to time, collectively the “Subcontractor Agreement”), under which Vendor may perform services for or on behalf of CTS in connection with CTS’ performance of its agreements with Covered Entities; and

WHEREAS, in connection with the performance of its obligations under the Subcontractor Agreement, Vendor may or will have access to certain PHI (as hereafter defined); and

WHEREAS, HIPAA Rules (as hereinafter defined) require Vendor to provide assurances to CTS that Vendor will appropriately safeguard PHI (as hereafter defined); and

WHEREAS, the Parties wish to comply with applicable privacy and security laws, rules and regulations.

NOW THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

#### 1. DEFINITIONS

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR 160.103.
- b. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as the same may be amended from time to time.
- c. PHI. “PHI” shall mean Protected Health Information, as defined in the HIPAA Rules. 2
- d. Catch-All Definitions. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Individual,

Minimum Necessary, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

## **2. OBLIGATIONS AND ACTIVITIES OF VENDOR.**

Vendor agrees to:

- a. Not use or disclose PHI other than as permitted or required by this BAA;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by this BAA;
- c. Report to CTS immediately after discovery by Vendor of any unauthorized Use or Disclosure, or any suspected unauthorized Use or Disclosure, of PHI not permitted by this BAA, including any potential breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident, which at a minimum includes unauthorized access to, or potential compromise, of PHI or Personal Information, as defined by the Subcontractor Agreement, by a third party;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Vendor agree to the same restrictions, conditions, and requirements that apply to the Vendor with respect to such information;
- e. Make available PHI in a Designated Record Set as necessary to satisfy CTS's obligations under 45 CFR 164.524;
- f. Within forty-eight (48) hours following request by CTS, make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by CTS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy CTS' obligations under 45 CFR 164.526;
- g. Maintain and, within forty-eight (48) hours after CTS' request, make available the information required to provide an accounting of Disclosures to CTS as necessary to satisfy CTS' obligations under 45 CFR 164.528;
- h. To the extent the Vendor is to carry out one or more of CTS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to CTS in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## **3. PERMITTED USES AND DISCLOSURES BY VENDOR.**

- a. Vendor may use or disclose PHI only as necessary to perform the services set forth in the Subcontractor Agreement.
- b. Vendor may use or disclose PHI as Required By Law.
- c. Vendor agrees to make only Minimum Necessary Uses and Disclosures and requests for PHI consistent with CTS' minimum necessary policies and procedures.
- d. Vendor may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CTS.

## **SAFEGUARDS, REPORTING, AND MITIGATION**

- a. Safeguards and Security. Vendor agrees to implement reasonable administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of all PHI.

Vendor agrees to implement reasonable electronic security practices for Covered Entity PHI which is transmitted, stored, collected, created, received, maintained or used in electronic form. Vendor also shall require its Subcontractor(s) who are authorized to receive, use, maintain, transmit, or have access to PHI under this BAA to agree in writing to implement reasonable administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of all Covered Entity's PHI. Vendor agrees to secure PHI through the use of encryption and/or destruction as required by Covered Entity's procedure for its internal information systems, including on portable devices and removable media. The Vendor agrees to encrypt PHI transmitted by the Vendor to CTS and or Covered Entity over a public network.

- b. Reporting. In addition to Vendor's obligations under Section 2(c), Vendor agrees to investigate the Breach and provide to CTS, or, if requested by CTS, to CTS's Covered Entity client, as soon as possible, all information that may be required to make notifications of the Breach to Individuals, Covered Entities and/or other persons or entities ("Notifications"). Vendor agrees to cooperate with CTS in addressing the Breach. Vendor will not notify Individuals or other persons or entities of the Breach without the express written consent of CTS.
- c. Mitigation. Vendor agrees to establish and implement procedures and other reasonable efforts for mitigating, to the greatest extent possible, any harmful effects arising from any improper Use and/or Disclosure of PHI. Without limiting any other remedies available to CTS under any Subcontractor Agreement between CTS and Vendor, this BAA or the law, Vendor will pay, or reimburse CTS for, all costs incurred in connection with the provision of Notifications necessary as a result of a Breach by Vendor, including all costs incurred to mitigate the harmful effects, or potentially harmful effects, of the Breach.

#### 4. TERM AND TERMINATION

- a. Term. The term of this BAA shall be effective as of the Effective Date and shall remain in effect so long as Vendor has any PHI received from CTS, or created, maintained, or received by Vendor on behalf of CTS, unless terminated as provided in this Section 5.
- b. Termination for Cause. CTA may terminate this BAA if CTS determines that Vendor has violated a material term of this BAA or has violated the Subcontractor Agreement. Without limiting any term or provision of the Subcontractor Agreement, CTS may terminate the Subcontractor Agreement if Vendor violates this BAA.
- c. Return/Destruction of PHI. Upon termination of this BAA for any reason, or upon instruction from CTS, at any time, Vendor shall return to CTS, or if agreed to by CTS, destroy, all PHI received from CTS, or created, maintained, or received by Vendor on behalf of CTS, that Vendor still maintains in any form. Vendor shall retain no copies of the PHI. Without limiting the foregoing, CTS may, at its option, at any time, require that Vendor return to CTS, or destroy any portion of PHI received from CTS, or created, maintained, or received by Vendor on behalf of CTS, that Vendor still maintains in any form, and Vendor shall comply with such request.
- d. Survival. The obligations of Vendor under this Section 5 shall survive the termination of this BAA.

#### 5. MISCELLANEOUS

- a. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or amended.



Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Facsimile: \_\_\_\_\_

- f. Counterparts, Facsimiles and Electronic Copies. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.
- g. Severability: If any clause or provision of this BAA is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this BAA will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which shall be legal, valid and enforceable.
- h. Governing Law: This BAA will be interpreted and construed under the laws of the State of Connecticut.
- i. Contradictory Terms. Any provision of the Subcontractor Agreement that is directly contradictory to one or more terms of this BAA (the "Contradictory Term") shall be superseded by the terms of this BAA to the extent and only to the extent of contradiction, and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this BAA.

IN WITNESSES WHEREOF, each of the undersigned caused this BAA to be duly executed in its name and on its behalf effective as of the Effective Date.

COORDINATED TRANSPORTATION  
SOLUTIONS, INC

Signature: Robin Lynch

Print Name: Robin Lynch

Title: Chief of Service Delivery

US RIDE TRANS LLC

Signature: 

Print Name: Abdulrahim Ali

Title: Owner - CEO

**APPENDIX VII  
TRANSPORTATION SERVICES PROVIDER MANUAL**

*[To be attached]*






# US Ride Trans - CTS Agreement UPMC - New PA Provider

Final Audit Report

2025-10-14

Created:	2025-10-14
By:	Luz Rodriguez (lrodriguez@ctstransit.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAieyj6eLKaxooq6DaU-DHPRNbNbX7-6X

## "US Ride Trans - CTS Agreement UPMC - New PA Provider" History

-  Document created by Luz Rodriguez (lrodriguez@ctstransit.com)  
2025-10-14 - 6:48:32 PM GMT
-  Document emailed to Robin Lynch (rlynch@ctstransit.com) for signature  
2025-10-14 - 6:46:39 PM GMT
-  Email viewed by Robin Lynch (rlynch@ctstransit.com)  
2025-10-14 - 6:47:18 PM GMT
-  Document e-signed by Robin Lynch (rlynch@ctstransit.com)  
Signature Date: 2025-10-14 - 6:51:47 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-14 - 6:51:47 PM GMT



Adobe Acrobat Sign

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Medical Transportation Management, Inc., a Missouri Corporation, (hereinafter referred to as "MTM") and US Ride Trans LLC, (hereinafter referred to as "Transportation Provider" or "Provider"). MTM and Transportation Provider individually shall be referenced herein as a ("Party") and collectively as the ("Parties").

**WHEREAS**, MTM provides transportation brokerage services pursuant to contracts ("Client Contracts") with governmental agencies and health care plans ("Clients") for the provision on their behalf of non-emergency medical transportation ("NEMT" or "NET") benefits,; and

**WHEREAS**, pursuant to the Client Contracts, MTM is required to enter into agreements with qualified transportation companies and other business entities for the provision of high quality NEMT services ("Services"). Pursuant to the Client Contracts, which outline the manner in which Services are to be provided, the terms and conditions set forth in this Agreement are solely to ensure quality assurance of transportation services to Clients and not for purposes of supervision or control of the Transportation Providers and their Drivers; and

**WHEREAS**, Transportation Provider wishes to enter into this Agreement to provide Services on behalf of the eligible individuals to whom the Clients are obligated to provide transportation services under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein set forth, the Parties, intending to be legally bound, agree as follows:

## **1. DEFINITIONS**

- A. **Attendant** means a person that accompanies a Member and may be employed by the Transportation Provider, and/or may be a family member, caregiver or caseworker of the Member. The Attendant assists the Driver in order to ensure the safe operation of the vehicle and the safety of the Member. Attendant requirements herein apply only to Attendants employed by the Transportation Provider.
- B. **Member** means any person enrolled in and eligible to receive transportation services under a Client Contract.
- C. **Covered Service** means any medical transportation service that MTM may provide to a Member pursuant to a Client Contract.
- D. **Criminal Background Check** shall mean a Federal and FBI background check or the equivalent, to include a national criminal record search, a social security number trace, a National Criminal Database search or the equivalent and a County Criminal Court Search or the equivalent based on the previous addresses as well as the names associated with the individual.
- E. **Driver** is an individual who is directly retained/employed by the Transportation Provider to provide transportation services to individuals to whom the Clients are obligated to provide such services.
- F. **Drug Screen** means a urine based drug test that meets the requirements of the Federal Department of Health and Human Services, or the Department of Transportation, and screens at minimum for the use of marijuana, cocaine, amphetamines, opioids and Phencyclidine ("PCP").
- G. **Service Area** means the geographical area within which the Transportation Provider's transportation services will take place.
- H. **Transportation Provider** or **Provider** means a transportation company, owner-operator or other business entity, under agreement with MTM to directly provide transportation services to a Member.
- I. **Trip** or **Trip Leg** means one-way transportation from point of pick-up to destination drop off.

## **2. TRANSPORTATION PROVIDER REQUIREMENTS**

- A. Transportation Provider understands that selection of the Transportation Provider's transportation services for Trips will include but not be limited to factors such as quality, service availability, and competitive pricing of its services relative to other Transportation Providers doing business in the Service Area.
- B. Transportation Provider is a legally recognized business entity duly incorporated or organized, validly existing, authorized to transact business, and in good standing under the laws of the State in which services are being rendered. A Certificate of Good Standing from the Secretary of State must be provided to MTM upon request.
- C. Transportation Provider must immediately report to MTM any changes in Transportation Provider's contact information, company ownership or Federal Tax ID. A change of ownership or change in the FEIN number or the legal name of a Transportation Provider will require a new Agreement.
- D. Transportation Provider agrees and understands that its dispatch/office must be available for immediate response during regular business hours. Transportation Provider further agrees to maintain sufficient and fully-operational computer hardware, software, and Internet capability to support the delivery of Services pursuant to this Agreement.
- E. The Immigration Reform & Control Act of 1986 prohibits employers from knowingly hiring illegal workers. Transportation Provider agrees that it shall only employ individuals who may legally work in the United States; either U.S. citizens or authorized aliens. Verification of U.S. employment eligibility must be provided to MTM upon request.

- F. Transportation Provider warrants that neither it nor any of its owners or officers have ever been terminated or excluded from participation in any State Medicaid or Medicare program or have been determined to have committed Medicaid or Medicare fraud, or, are on any excluded parties list maintained by any Federal or State agency.
- G. Transportation Provider warrants that no monies or gifts have been or will be paid or given directly or indirectly to any employee or agent of MTM as wages, compensation or gifts in exchange for favors in granting of transportation services to Transportation Providers.
- H. Transportation Provider understands and agrees that it is the Transportation Provider's responsibility for itself and its Drivers, to obtain and maintain in active status any and all licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations, as they currently exist and may hereafter be amended, including but not limited to any and all licenses, registrations, or certificates required to provide transportation for hire, and to operate as a Medicaid Provider in the assigned Service Area.
- I. Transportation Provider must meet all Federal and State laws and regulations for Health Insurance Portability and Accountability Act (HIPAA) and related security and confidentiality compliance by keeping all Member protected health information ("PHI") and personally identifiable information ("PII") confidential, reporting to MTM any breaches of PHI or PII, and complying with the requirements set forth in the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference. The Transportation Provider must sign the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference.
- J. Transportation Provider agrees to comply with the Medicare Advantage and Medicaid Program Requirements, a copy of which is attached as Appendix C to this Agreement and incorporated herein by reference.
- K. Transportation Provider agrees to provide safe and reliable transportation services under this Agreement on an efficient and timely basis. Transportation Provider understands that this Agreement does not guarantee or ensure Transportation Provider any minimum number of Trips, and that actual Trip volume may vary within the sole discretion of MTM.
- L. Transportation Provider agrees to have a sufficient staff of appropriately trained, licensed, and fully credentialed Drivers meeting all applicable Federal, State, and local laws, rules and regulations to perform the Covered Service. It is in the Transportation Provider's best interest to have Drivers and/or office personnel who are also fluent in the languages prevalent in Transportation Provider's Service Area.
- M. Transportation Provider shall provide its Drivers and Attendants with visible, easily readable identification including a picture ID badge with Driver's name and Transportation Provider's Company name, for security and identification purposes.
- N. Transportation Provider shall only use Drivers and vehicles to perform services under this Agreement that are accepted and fully credentialed pursuant to the requirements of the Client Contracts. MTM may not pay Transportation Provider for Trips provided by Transportation Provider's uncredentialed Drivers, and MTM may not pay Transportation Provider for Trips using uncredentialed vehicles. The use of uncredentialed Drivers and vehicles is subject to liquidated damages as set forth in Schedule B, attached hereto and incorporated herein by reference. and may result in termination of this Agreement.
- O. Transportation Provider represents, by submission of its Drivers for credentialing approval that each such Driver has represented that Driver has no known physical or mental impairment that would hinder or prevent Driver from performing the Services and safely transporting Members.
- P. Transportation Provider for itself and its Drivers agrees that MTM Trip requests accepted by it will have equal priority with Transportation Provider's other day-to-day services, and that services available to Members have equal priority to services available to the general public. Transportation Provider agrees to have in place, a specific contingency or back-up plan to accommodate a Trip that has been accepted by Transportation Provider whether or not the Trip occurs.
- Q. Transportation Provider understands that all Trips, including recurring Trips, may be assigned or reassigned by MTM in its sole discretion. Transportation Provider has no claim or right to transport any particular person or any claim or right to transport any person attending any particular health care services facility.
- R. Transportation Provider shall give immediate notice to MTM of: (i) any criminal investigation, charge or proceeding against Transportation Provider or its Drivers; (ii) any conviction(s) of Transportation Provider or its Drivers for misdemeanor or felony crimes against a person, alcohol related driving offenses, and crimes involving moral turpitude and (iii) any civil claim asserted against Transportation Provider or its Drivers arising from services rendered by Transportation Provider under this Agreement.
- S. Transportation Provider is required to keep records of all Services provided under this Agreement and shall provide MTM with all necessary requested data as may be required in order for MTM and Transportation Provider to comply with all Federal, State, local, NCQA, URAC, and Client standards. Transportation Provider agrees to maintain full and complete records reflecting all of its operations related to this Agreement for a period of ten (10) years or such longer period as may be required by applicable laws, regulations or Client requirements.
- T. Transportation Provider agrees to participate in quality and compliance programs, which may include developing and cooperating with corrective action plans to ensure that the proper level and quality of service is provided in accordance with

the Client Contract. Transportation Provider must allow access to premises, inspections, audits, monitoring, and duplication of records at no charge, of billing reports, Trip/log sheets, vouchers and other records maintained by Transportation Provider for use by MTM, MTM's Client or City, County, State or Federal government officials during normal business hours. Such evaluations and inspections may be conducted unannounced. The failure of Transportation Provider to timely allow Transportation Provider audits or to respond to document requests by the requested date, could result in removal from the Transportation Provider network. Any requested records will not be returned by MTM. Transportation Provider is required to maintain copies.

- U. It is the Transportation Provider's responsibility to understand and comply with all applicable State, Federal and local laws and regulations as they currently exist and may hereafter be amended to provide services under this Agreement, including but not limited to: the False Claims Act (32 USC 3729, et. seq.), and the Anti-Kickback Statute (section 1128 (b) of the Social Security Act; the Americans With Disabilities Act (ADA) of 1990; the Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; Title VII of the Civil Rights Act of 1964; Medicaid and Medicare laws and regulations; Federal Deficit Reduction Act of 2005; Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c); the Byrd Anti-Lobbying Amendment (31 USC 1352), and State and local traffic and distracted driving laws.
- V. Transportation Provider must follow and ensure that its Drivers and Attendants follow procedures and policies set forth herein in order to ensure consistent quality of transportation services and compliance with the Client Contracts.
- W. Transportation Provider agrees to provide such Trips as are assigned to Transportation Provider by MTM for a specified Service Area, and Transportation Provider agrees to and understands that liquidated damages as set forth in the attached Schedule B may be assessed by MTM for Trips that are unable to be completed, or for Transportation Provider's noncompliance with this Agreement.
- X. Transportation Provider understands that Transportation Provider misconduct may, at the sole discretion of MTM, result in measures including but not limited to reduction of Trips, suspension, or termination of the Agreement in accordance with Section 14.
- Y. Transportation Provider agrees to cooperate with MTM and the MTM Client in the investigation process for complaints, grievances and suspected fraudulent activity. Transportation Provider understands and agrees that any complaints or grievances received by MTM with respect to the provision of Transportation Provider services will be forwarded to Transportation Provider for immediate attention and response. Any problem(s) related to the service shall be promptly resolved. Transportation Provider agrees to comply with applicable complaint resolution policies and provide MTM and/or the Client with the information necessary to help resolve grievances, complaints and inquiries with respect to Transportation Provider's services and other issues.
- Z. Transportation Provider understands if there is suspicion of fraudulent activity by Transportation Provider or any of its Drivers or Attendants, an investigation will be conducted by MTM and/or the Client, with appropriate action taken, including notification to the Client and/or the appropriate governmental authorities. Investigations by applicable government authorities may result in civil fines and penalties, and the potential for criminal prosecution.
- AA. Transportation Provider or any of its Drivers or Attendants must not inquire as to the nature of a Member's illness or medical services received, except in the following instances: (i) Transportation Provider needs to know such information due to medical necessity relating to appropriate transportation and (ii) the Member becomes ill during the course of the Trip and acquiring such information is considered pertinent to assuring the Member's safety and well-being. Transportation Provider must immediately report to MTM any known or suspected fraud or willful abuse of Services by a Member.
- BB. Transportation Provider must report accidents, incidents and injuries that occur during the transport of a Member to MTM. Transportation Provider agrees to cooperate with MTM in the investigation of accidents and injuries.
- CC. If a Member is delayed due to late pick-up or drop-off by Transportation Provider, and cannot be seen at appointment, the Transportation Provider may be assessed a Provider 'no-show' penalty or the Transportation Provider will not be compensated for the Trip.
- DD. Transportation Provider agrees to notify MTM immediately of any significant delays that cause the Member to be late for the Member's medical appointment. In addition to MTM notification, Transportation Provider must make alternate plans for completing the Trip in a timely manner if the medical appointment can still be attended.
- EE. If the Transportation Provider determines a scheduled Trip cannot be performed due to unsafe driving conditions during inclement weather, the Transportation Provider must immediately notify both the Member and MTM of the cancellation.
- FF. Transportation Provider understands that, due to disability, age or mental condition, some Members require assistance and/or the use of an escort/Attendant to assist the Member during transport and at the place of treatment. Transportation Provider agrees to transport the Member and one (1) escort/Attendant as requested. Multiple escorts/Attendants require prior approval from MTM.

- GG. Transportation Provider must comply at a minimum with its assigned service level. Provider shall provide curb-to-curb service as the standard service. Provider shall also provide door-to-door and door-through-door service with MTM's prior approval, based on the medical necessity of the Member.
- HH. Transportation Provider must ensure that Drivers do not charge for any general assistance into or out of the vehicle for any Member and/or passenger. General assistance includes but is not limited to opening doors, offering an arm to lean on, or holding a bag.
- II. Transportation Provider agrees that MTM may use Provider's name, address, telephone number(s), and a description of Transportation Provider's services in MTM's directory, advertising, and other material.
- JJ. Transportation Provider understands that no Driver or Attendant shall leave a Member unattended in the vehicle.
- KK. Transportation Provider shall be responsible for payment to each employee and contractor of Transportation Provider who provides services in connection with this Agreement.
- LL. Transportation Provider shall provide MTM with information necessary for MTM to fulfill its obligations to its Clients and to comply with state and federal law. Transportation Provider authorizes MTM to release such information as required by Clients or state and federal law and shall promptly procure such additional consents or authorizations as may be necessary from time to time, if any, for purposes of this Agreement.

### **3. TRANSPORTATION PROVIDERS' DRIVERS/ATTENDANTS**

Transportation Provider's personnel, prior to providing Services in connection with this Agreement, must meet the following standards in accordance with requirements set by Client Contracts and/or applicable law and in order to ensure consistent quality and safety in connection with transportation services.

- A. Any Driver or Attendant failing to meet required qualifications or any requirements imposed by State or local law, shall be prohibited from providing service under this Agreement.
- B. All Drivers for Trips taken under this Agreement must possess a current, valid Driver's license appropriate for the services rendered and for the type of vehicle the Driver is operating and as required by the State and municipality in which Driver provides transportation. A current, legible copy of each Driver's license must be provided as part of the credentialing process.
- C. Drivers and Attendants must be at least 21 years of age, must be a U.S. citizen or legal resident alien, and must obey all Federal, State and local traffic laws.
- D. Drivers and Attendants must be able to read, write and communicate effectively in English.
- E. Drivers must not allow Members and/or passengers to smoke or use e-cigarettes or vapor smoking products, or the equivalent in the vehicle. It is required that Transportation Provider post a "NO SMOKING" sign in all vehicles.
- F. Drivers and Attendants must not eat or drink while in the vehicle or while involved with or in the presence of Members.
- G. Drivers and Attendants must not use alcohol or drugs or be under the influence of alcohol or drugs at any time while providing MTM transportation services. Any Driver taking prescribed and/or over the counter (OTC) medication which may hinder the Driver's performance must report such use to the Driver's supervisor, and not transport Members. A Driver or Attendant may use properly prescribed medication as long as the Driver's or Attendant's duties can still be performed in a safe manner and Transportation Provider has written medical documentation from the Driver's or Attendant's medical provider that the medication will not impact the ability of the Driver.
- H. Drivers must allow service animals in their vehicles as per the Americans with Disabilities Act.
- I. Drivers must require Members to use seatbelts properly and must refuse to commence travel, or continue travel if Members are non-compliant. Drivers must have seat belt extenders and be knowledgeable in their use for securing Members that require the extenders.
- J. Drivers must ensure that all wheelchairs and mobility devices are properly secured to the vehicle and ensure that Members utilizing wheelchairs and scooters are properly secured before putting the vehicle in motion.
- K. Drivers understand infants/children are to be in proper infant/child restraint seats as required by State and/or Federal law. In the event a proper seat is not available, or the use of the proper child restraint seat is refused, the Driver must deny transportation.
- L. Drivers must not place children in child restraint seats in the front seat of a vehicle.
- M. Drivers and Attendants shall not wear any type of headphones or earpieces while on duty performing transportation services unless it is part of the Transportation Provider's two-way communication system.
- N. Driver shall at all times comply with all applicable local, State and Federal laws and regulations governing the use of mobile devices while operating a motor vehicle. Drivers must not use a cell phone or texting device while driving.

- O. Drivers must not allow firearms or other weapons, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- P. Drivers and Attendants shall not accept responsibility for any of Member's and/or passenger's personal items, and interior vehicle signage shall make this known and visible to Members and/or passengers.

#### **4. CLIENT'S VEHICLE REQUIREMENTS**

- A. All vehicles in use for Services in connection with this Agreement must meet all local, State and Federal requirements, and comply with all vehicle requirements imposed by a Client Contract or by the vehicle manufacturer. Vehicles must display any applicable State or local motor vehicle registration and/or inspection sticker. Transportation Provider agrees that all vehicles that transport Members utilizing mobility devices will comply with current Federal ADA vehicle regulations, as defined by the U.S. Department of Transportation.
- B. Vehicles used for the transportation of Members must have operational Automatic Vehicle Location/Global Positioning System ("AVL/GPS") capability using an internet-connected device ("ICD"). At a minimum, the ICD must be able to transmit the following data in real time: (1) the location of the vehicle in use (for specific periods of time); (2) trip events; and (3) Member signatures. Requirements can be met using MTM's mobile application ("MTM Link"). MTM bears sole responsibility for the transmission of AVL/GPS data with MTM Link, provided that Provider/Provider Drivers use MTM Link correctly and in accordance with any instructions provided by MTM. Provider may alternatively elect to use the software of a third-party routing, scheduling, and dispatching ("RSD") company, provided (1) MTM is given the opportunity first to review and determine if such software will support AVL/GPS requirements, and (2) the RSD company is able to transmit the AVL/GPS data to MTM via an Application Programming Interface ("API") on behalf of the Provider. Should Provider use the software of a third-party RSD software company as described herein, then Provider is solely responsible for ensuring MTM receives or is able to access, via the API, all AVL/GPS data associated with or derived from transportation services rendered by the Provider on behalf of MTM. Provider's failure to do so may result in suspended trips, termination of this Agreement, or MTM's assessment of liquidated damages against the Provider. MTM reserves the right to refuse the establishment of an API between it and the RSD software company used by the Provider.
- C. Pursuant to Client requirements, the Transportation Provider shall provide and ensure that each Driver uses a two-way voice communication system linking all vehicles used in delivering the services under this Agreement with the Transportation Provider's place of business. Pagers are not an acceptable substitute.
- D. Use of any vehicle prior to approval in accordance with requirements set by a Client Contract, or Transportation's failure to comply with any of the above requirements concerning vehicles used in providing services in connection with the Agreement, is prohibited and may result in nonpayment for the Trip and subject the Transportation Provider to further action including assessment of liquidated damages.

#### **5. CREDENTIALING AND RE-CREDENTIALING**

- A. Transportation Provider agrees to develop and maintain a Driver Orientation and Training Program. All training and orientation documentation must be maintained by the Transportation Provider in the individual Driver's file.
- B. Driver training programs must include Fraud, Waste and Abuse ("FWA") and HIPAA. The Driver training program could include additional programs required by the Client Contract, including but not limited to:
  - i) Driver training, including defensive Driving
  - ii) Passenger assistance, including Wheelchair Securement
- C. Transportation Provider agrees to maintain updated records on each of its Drivers and Attendants, including owner-Driver. The file contents shall be provided to MTM upon request and shall include but not be limited to the following credentials:
  - i) Driver's License
  - ii) Criminal Background Check, Pre-employment and annually thereafter
  - iii) Motor Vehicle Driving Record Report for the previous three (3) years - Annual
  - iv) Drug & Alcohol Screening Results 1) Pre-employment, 2) Post Accident and upon suspicion, 3) Random per current FTA regulations: <http://www.dot.gov/ost/dapc/rates.html>
  - v) Training Certificates
- D. With the exception of on-demand transportation network companies, no Driver or Attendant may perform transportation services under this Agreement until fully credentialed pursuant to Client Contract requirements.
- E. Transportation Provider must not use any person as a Driver or Attendant whose name appears on the Office of the Inspector General ("OIG") exclusion list; the Federal Excluded Party List System ("EPLS"), or similar government exclusion lists to provide Services under this Agreement.

- F. If a reasonable suspicion exists that a Driver or Attendant is under the influence of alcohol or drugs, the Transportation Provider must immediately remove its Driver or Attendant from service under this Agreement and submit the Driver or Attendant to an alcohol and/or Drug Screening at the Transportation Provider's expense.
- G. Transportation Providers must maintain a Substance Free Workplace Policy to include but not be limited to pre-employment and random drug and alcohol screening for Drivers and Attendants pursuant to drug and alcohol testing regulations for safety sensitive positions. A copy of the policy must be provided to MTM upon request. Refusal to submit to testing within the designated time frame is considered a positive test result and will have disciplinary consequences. Drivers or Attendants testing positive for drugs and/or alcohol will no longer be permitted to transport Members. Drivers and Attendants must not have
- i) Received treatment for a drug, alcohol, narcotics or prescription medication addiction, or abuse within the past five (5) years.
  - ii) Received a positive drug screening resulting from a urine analysis or other drug screening within the past five (5) years.
- H. MTM reserves the right to deactivate or suspend any Driver or Attendant from providing services under this Agreement for safety reasons; or where disqualification of a Driver or Attendant is requested by an MTM Client; or for other reasons of good cause which within MTM's sole discretion, would not ensure the consistent quality assurance of transportation services
- I. Transportation Provider must not allow its Drivers or Attendants to perform services under this Agreement who are currently on work release, probation, parole, or pending any felony or misdemeanor charge, or arrest, or drug or alcohol related traffic offense charge, which, if the charge were to result in a conviction, would disqualify the Driver, Transportation Provider, or Attendant under this Agreement. Any Transportation Provider's Drivers and Attendants must have no prior convictions for a sexual crime or crime of violence. Any Driver or Attendant that has been convicted of a felony during the last seven (7) years may drive or aid Members only with the approval of MTM's Client.
- J. Transportation Provider must not use any Driver or Attendant to perform transportation services under a Client Contract in the following categories:
- i) Drivers who currently have a suspended, expired, or revoked commercial or other driver's license.
  - ii) Drivers who receive a citation and are convicted of three (3) or more motor vehicle moving violations within the previous thirty-six (36) months, where the Driver is at fault.
  - iii) Drivers who receive a citation and are convicted of two (2) or more at-fault accidents resulting in personal injury or property damage within the previous thirty-six (36) months.
  - iv) An "at fault" accident means any accident where the Driver is cited with a violation, or negligently contributes to the accident or any single vehicle accident where the cause is not equipment related. A Driver's involvement in an accident will be presumed at fault unless Driver provides evidence or documentation to the contrary. Copies of police reports are required to verify "no fault" accidents.
- K. Any Transportation Provider's Drivers and Attendants must have no prior convictions for substance abuse within the last seven (7) years or within the timeframe prescribed by applicable State law.
- L. The term "conviction" used herein shall also include any plea of guilty, finding of guilty, plea of "nolo contendere", or similar disposition, whether or not such disposition results in a sentence or conviction under applicable State or local laws.
- M. A list of credentials can be found on Appendix B attached hereto. Changes to credentialing and re-credentialing requirements can be viewed online at the Transportation Provider's website.
- 6. COMPENSATION**
- A. MTM shall pay Transportation Provider for its services at the rates set forth in Schedule A. MTM pays properly submitted uncontested invoices within thirty (30) days after online electronic submission. Any claim submitted by Transportation Provider more than ninety (90) days (or such other length of time as required by MTM's Client) after the date of service shall not be eligible for payment, and Transportation Provider thereby waives any right to such payment. Transportation Provider is solely responsible for making all decisions regarding the compensation of and for compensating its Drivers and Attendants for any transportation services they provide to Members under this Agreement.
- B. No payment will be made for services performed by uncredentialed Drivers or Attendants or for services performed using uncredentialed vehicles.
- C. Transportation Provider agrees that it will look solely to MTM for payment for services rendered. In no event, including but not limited to, non-payment by MTM or MTM's Client, may Transportation Provider bill, charge, or otherwise seek compensation from a Member of MTM's Client to whom Transportation Provider rendered services. This provision does not prohibit Transportation Provider from collecting a copayment or other fee where authorized by MTM or MTM's Client.

D. The MTM appeals process gives Transportation Providers an opportunity to appeal any denied claims. Transportation Provider agrees that recovery of any overpayment or recoupment by MTM may be accomplished by offsets against future payments.

## 7. PERFORMANCE STANDARDS AND METRICS

- A. Transportation Provider understands and agrees to the Performance Improvement Plan (“PIP”) process and associated liquidated damages that may be assessed for noncompliance events as referenced in Schedule B attached hereto. MTM also reserves the right to pass through and assess against Transportation Provider any sum assessed against MTM by MTM’s Client or applicable government authority relating to the performance or nonperformance of Transportation Provider with respect to services provided under this Agreement. Transportation Provider agrees to cooperate fully with MTM to discuss and agree to appropriate corrective action plans, as necessary.
- B. Transportation Provider agrees to pay MTM the sums set forth herein as liquidated damages and not as a penalty. Transportation Provider agrees and authorizes MTM to withhold, offset, recoup and deduct liquidated damages from any sums owing by MTM to Transportation Provider for services rendered. The assessment of liquidated damages shall not prohibit MTM from exercising any other right or remedy available to MTM at law or in equity. The failure at any time by MTM to assess liquidated damages shall not constitute a waiver of MTM’s right to assess liquidated damages in the future.

## 8. NON-DISCRIMINATION

Transportation Provider agrees not to differentiate or discriminate in the treatment of Members because of sex, marital status, family status, age, race, color, national origin, ancestry, religion, mental or physical disability, medical condition, height, weight, veteran status, sexual orientation, political affiliation, economic status, or any other basis prohibited by law, and Transportation Provider will render services to Members in the same manner and in accord with the same standards as offered to other persons.

## 9. INSURANCE

- A. Transportation Provider, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement, such policies of comprehensive general and automobile liability insurance, which policies shall include property damage, contractual liability, and completed operations/products liability coverage, and other insurance, as may be required by MTM. Certificates of insurance evidencing existence of all insurance coverage specified herein shall be provided to MTM upon the signing of this Agreement and upon renewal of insurance.
- B. The limits of all such insurance shall be in such form and coverage amounts as may be determined by MTM, and which may be amended by MTM upon notice to Transportation Provider, and shall, at a minimum, be in compliance with MTM’s contractual requirements with its Client, and in compliance with all Federal, State and local insurance requirements for the jurisdiction in which transportation services are rendered. MTM reserves the right to require higher insurance coverage amounts than may be required by minimum Federal, State, or local laws and regulations.
- C. Transportation Provider is required to maintain insurance at all times throughout the term of this Agreement. Failure to do so will result in immediate termination of the Agreement. The Transportation Provider’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. Such insurance coverage amounts are minimum coverage amounts for this Agreement and in no way limit the indemnity covenants contained within this Agreement. MTM in no way warrants that the minimum coverage amounts contained herein are sufficient to protect the Transportation Provider from liabilities that might arise out of the Services performed under this Agreement by the Transportation Provider, its agents, representatives, employees or subcontractors, and Transportation Provider may purchase such additional insurance as may be determined necessary. **Minimum** insurance limits are as follows:

### i) Commercial General Liability

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

\$ 500,000 per occurrence

\$ 500,000 general aggregate

- a) Commercial General Liability policies shall be endorsed to include MTM as Additional Insured up to the greater of the stated minimum limits or the Transportation Provider’s full liability policy and umbrella limits.
- b) Additional Insured endorsements shall be provided to MTM upon request. The Additional Insureds shall list:  
“Medical Transportation Management, Inc. and all Subsidiaries and Affiliates”  
16 Hawk Ridge Circle  
Lake St. Louis, MO 63367
- c) Commercial General Liability policies shall be endorsed to provide specific notice of cancellation to MTM. Copies of the specific Notice of Cancellation endorsements shall be provided to MTM upon the signing of this Agreement and upon renewal of insurance.

### ii) Commercial Automobile Liability

Bodily Injury and Property Damage for any and all vehicles used in the performance of this Agreement.

\$ 500,000 Combined Single Limit

- a) Commercial Automobile Liability policies shall be endorsed to include MTM as Additional Insured up to the greater of the stated minimum limits or the Transportation Provider's full liability policy and umbrella limits.
- b) Additional Insured endorsements shall be provided to MTM upon request. The Additional Insureds shall list:  
 "Medical Transportation Management, Inc. and all Subsidiaries and Affiliates"  
 16 Hawk Ridge Circle  
 Lake St. Louis, MO 63367
- c) Commercial Automobile Liability policies shall be endorsed to provide specific notice of cancellation to MTM. Copies of the specific Notice of Cancellation endorsements shall be provided to MTM upon the signing of this Agreement and upon renewal of insurance.

iii) Workers Compensation

Statutory amounts for the State in which services are rendered.

- D. Commercial Automobile Liability policies that are scheduled auto policies must list each vehicle insured. Transportation Provider must immediately notify MTM of all additions and deletions of insured vehicles.
- E. "Broad Form" coverage shall include loading and unloading, and contractual liabilities. Waiver of subrogation shall apply and shall be in favor of "Medical Transportation Management, Inc. and all Subsidiaries and Affiliates."
- F. If Transportation Provider does not maintain workers compensation insurance on its Drivers, the Transportation Provider must (i) submit documentation from the appropriate governmental regulating authority supporting the Transportation Provider's exclusion or exemption from maintaining such insurance under State law, and (ii) ensure that the Driver is contracted with the Provider in the name of the Driver's company, and (iii) submit to MTM the first page and the signature page of the contract between the Transportation Provider's company and the Driver's company. MTM reserves the right to require all Transportation Providers, including those otherwise exempt, to maintain workers compensation insurance.

**10. INDEMNIFICATION**

- A. Except to the extent directly caused by the willful misconduct of MTM, to the fullest extent permitted by law, Transportation Provider agrees to defend, indemnify, and hold harmless MTM and MTM's Client and all their respective affiliates, subsidiaries, board members, agents, representatives, officers, directors, attorneys, contractors and employees of each (collectively "Indemnitees") from and against any and all allegations, demands, proceedings, suits, actions claims, damages, losses, judgments, liens, penalties, interest, liabilities and expenses of any kind or nature whatsoever including reasonable attorney's fees, court costs, the cost of appellate proceedings, all claims adjusting and handling expenses; and any noncompliance assessments, penalties, or liquidated damages and expenses incurred by or assessed against MTM and/or the Client relating to the actions or inactions of Transportation Provider, arising or alleged to arise from (i) performance or nonperformance of any service by Transportation Provider in connection with this Agreement, including but not limited to claims by personnel engaged by Transportation Provider; (ii) Transportation Provider's violation of law; (iii) Transportation Provider's breach of this Agreement; or (iv) Transportation Provider's acts, errors, or omissions.
- B. If any claim, action or proceeding is brought against the Indemnitees in connections with Transportation Provider's performance of the Agreement or the transportation of any Members, Transportation Provider, at its sole cost and expense, will pay, resist or defend such claims, action or proceeding on behalf of the Indemnitees (either through Transportation Provider's attorney of insurer or independent counsel). MTM will cooperate to the extent reasonable and practical with all reasonable efforts in the handling and defense of such claim, action or proceeding. Any settlement of claims, action or proceeding must fully release and discharge the Indemnitees from any further liability with respect thereto. If the Transportation Provider neglects or refuses to pay, resist or defend the Indemnitees, any recovery or judgement against the Indemnitees with respect to such claim, action or proceeding will conclusively establish the Transportation Provider's liability to the Indemnitees in connection with such recovery or judgement, and if MTM desires to settle with any third party with respect to such claim, action or proceeding, MTM will be entitled to enter into a settlement in good faith and Transportation Provider will be liable for the amount of such settlement, and all expenses connected to the defense, including reasonable attorney fees, and other investigate and claims adjusting expenses.
- C. Any insurance provisions or requirements set forth in this Agreement are separate and independent from this indemnification provision and will not be construed in any way to limit its scope, nor shall this provision be construed in any way to limit the scope and applicability of such insurance provisions or requirements.

**11. CERTIFICATION**

- A. Transportation Provider affirms and certifies the following:
  - i) Transportation Provider warrants and represents that it, and its officers, directors, employees, agents and representatives, have not been convicted of crimes as specified in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7); excluded from participation in the Medicare or Medicaid program, or any other Federal, or State program; assessed a civil penalty

under the provisions of Section 1128; entered into a contractual relationship with an entity convicted of a crime specified in Section 1128, or taken any other action that would prohibit it from participation in Medicare or Medicaid, or are otherwise excluded from participation in Federal or State programs.

- ii) Transportation Provider warrants and represents that with respect to Transportation Provider or any of its employees, contractors, subcontractors, governing body members, or any major shareholders (5% or more) (i) there are no past or pending investigations, legal actions, or matters subject to arbitration, all Federal and State, for health care and/or prescription drug services; and (ii) that none have been criminally convicted nor has a civil judgment been entered against any of them for fraudulent activities nor are any of them sanctioned under any Federal State program involving the provision of health care and/or prescription drug services.
- B. Transportation Provider must immediately report to MTM any change in Transportation Provider's ownership, corporate officers, directors or controlling interest. Transportation Provider must notify MTM immediately if it or any of its owners, officers, directors, or managing personnel are barred from participation in any State or Federal program as a result of being sanctioned and placed on an excluded party list. Transportation Provider shall complete and provide a disclosure of ownership, controlling interest and management upon request.
- C. Transportation Provider warrants and represents that it has not engaged in any collusion with anyone pertaining to any matter relating to the subject of this Agreement.
- D. Transportation Provider warrants and represents that the Provider will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352 (Byrd Anti-Lobbying Amendment).

## **12. ASSIGNMENT**

- A. No portion of this Agreement shall be assigned, sublet, delegated, transferred or otherwise disposed of by Transportation Provider, except with the express written consent of MTM. Transportation Provider may not subcontract any services herein to any person or business entity without the express written consent of MTM.
- B. This Agreement may be assigned by MTM to the participating MTM Client under contract with MTM, or to any MTM affiliate, subsidiary, or successor entity, after notice of any proposed assignment is made to Transportation Provider. Notwithstanding any such assignment, the rights, obligations and liabilities of Transportation Provider shall remain the same as set forth herein.
- C. If Transportation Provider assigns its right to receive payments for services rendered pursuant to this Agreement to a third party, Transportation Provider must give written notice of such in accordance with Section 15 of the Agreement (including evidence of such assignment) to MTM at least thirty (30) calendar days in advance of any payment so assigned.

## **13. COMPLETE AGREEMENT**

This Agreement including the attachments, addenda and amendments hereto, and the documents incorporated herein, constitute the entire understanding of the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, oral or written, between MTM and the Transportation Provider.

## **14. TERM AND TERMINATION**

- A. This Agreement shall be for a term of three (3) years, and shall only be renewed or extended upon mutual written agreement of the Parties. Termination shall have no effect upon the rights and obligations of the Parties arising out of any services performed prior to the effective date of such termination. Further, in the event that a Member is provided services by Transportation Provider as of the date of termination of this Agreement, MTM will honor its contractual obligations to Members to pay for services rendered. This Agreement may also be terminated for convenience by either Party, at any time and for any reason or no reason at all with at least thirty (30) days' advance written notice to the other Party.
- B. In the event Transportation Provider has been assigned Trips and provides notice to MTM of termination, the Transportation Provider must accommodate and run those assigned Trips within the thirty (30) day notice period. If Transportation Provider fails to complete said Trips, the Transportation Provider may be subject to liquidated damages. Moreover, MTM is entitled to recoup or offset and deduct from any payment due Transportation Provider, the cost associated with re-scheduling those Trips with another Transportation Provider.
- C. Transportation Provider agrees that this Agreement does not guarantee or ensure Transportation Provider any minimum number of Trips, and that actual Trip volume may vary. Transportation Provider agrees to accept such Trips as are assigned to Transportation Provider by MTM. If Transportation Provider is not assigned an adequate number of Trips and wishes to terminate this Agreement, Transportation Provider must give MTM the aforesaid notice.
- D. Notwithstanding any provision herein to the contrary, MTM shall have the right to immediately terminate this Agreement and the services of Transportation Provider in the event: (1) Transportation Provider fails to perform or otherwise breaches the terms of this Agreement; or (2) MTM's Client suffers a loss of funding for the Contract between Client and MTM; or (3) MTM's contract with its Client is terminated for any reason; or (4) Transportation Provider's conduct in any way affects the

potential safety of any Member, in the sole discretion and determination of MTM; or (5) the filing of any Petition of Bankruptcy or insolvency, by or against the Transportation Provider; or (6) MTM's Client has requested the termination of Transportation Provider; or (7) for other good cause. Transportation Provider shall have the right to immediately terminate this Agreement in the event MTM breaches the terms of this Agreement.

- E. Transportation Provider agrees that MTM payment for all unpaid claims at time of notice of termination will be withheld until MTM has received and audited service records and claims for correctness and accuracy. MTM reserves the right to offset any liquidated damages or other noncompliance assessments against sums due for unpaid claims, or to seek recoupment of sums previously paid in error to Transportation Provider.

**15. NOTICE**

- A. Any notice provided for in this Agreement shall be in writing, addressed to the Parties at the addresses set forth herein, and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by registered or certified U.S. mail, return receipt requested and postage prepaid, in which case it shall be deemed served on the third mail delivery date after the date of mailing; or (c) nationally recognized courier service with all fees prepaid and shall be deemed delivered on the date of delivery, or the date of refusal.
- B. Unless subsequently changed by written notice, notices shall be delivered or sent to the following addresses:

<p><b>To:</b>                  Medical Transportation Management, Inc.                  16 Hawk Ridge Circle                  Lake St. Louis, MO 63367                  Attention: CEO                  Email: amacia@mtm-inc.net</p>	<p><b>To Transportation Provider at:</b>                  US Ride Trans LLC                  2800 Axe Factor Rd., Apt A 306                  Philadelphia PA 19152. [Notice_State] [Notice_Zip]                  Attention: Abdulrahim Ali                  Email: usridetrans@gmail.com</p>
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**16. INDEPENDENT BUSINESS RELATIONSHIP**

It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent business. Neither Party is the principal, agent, nor representative of the other, and neither has any control over the manner in which the other Party performs its services and functions or manages its employees. Each, MTM and Transportation Provider, is free to enter into agreements with other entities or persons to provide the same or similar services.

**17. EDUCATION AND TRAINING**

It is the sole responsibility of Transportation Provider, as an independent contractor, to ensure that its personnel are provided all necessary education and training to comply with applicable laws and regulations and the terms and conditions of this Agreement, and to provide Services in a safe and reliable manner.

**18. INTERPRETATION**

This Agreement shall be interpreted and governed in accordance with the laws of the jurisdiction in which transportation services are rendered pursuant to this Agreement.

**19. AFFIRMATIVE ACTION**

MTM is an Equal Opportunity Employer, which maintains an Affirmative Action Program. The Parties agree that they will comply with the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vietnam Era Veterans Readjustment Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the 1964 Civil Rights Act, as amended; the Age Discrimination Act of 1975 as amended; the Omnibus Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 and all other applicable Federal and State Laws which prohibit discrimination in the delivery of services on the basis of race, color, familial status, national origin, age, sex, sexual orientation, handicap/disability, religious beliefs or any other basis prohibited by law. Transportation Provider shall not discriminate or otherwise violate any Federal, State, or local anti-discrimination law or regulation in the performance of Transportation Provider's services to MTM under this Agreement.

**20. AMENDMENT AND WAIVER**

Transportation Provider acknowledges and agrees that this Agreement may be amended or modified in writing by mutual written agreement of the Parties. In addition, MTM shall have the right to amend this Agreement without Transportation Provider's consent, to maintain consistency and/or compliance with any State or Federal law, policy, directive or government sponsored program requirement. MTM shall otherwise have the right to amend this Agreement, including compensation rates, upon written notice to Transportation Provider. If Transportation Provider does not deliver to MTM written notice of rejection of the amendment within thirty (30) days of the date of the notice of the amendment, the amendment shall be deemed accepted by and incorporated into this Agreement, and said amendment shall be binding upon the Transportation Provider.

**21. CONFIDENTIALITY; NON-SOLICITATION; NON-COMPETE**

- A. Transportation Provider and MTM mutually acknowledge that in the course of performing this Agreement, Transportation Provider will become aware of information concerning MTM's operations, business practices, customer practices, software systems, programs, pricing policies, customers, Members, and Clients. To the extent such information is generally unknown in the transportation industry or was unknown to Transportation Provider before Transportation Provider became aware of the information through MTM, such information shall be deemed trade secrets and confidential, proprietary information of MTM.
- B. With respect to MTM's trade secrets and confidential, proprietary information, including but not limited to all information obtained regarding Members, Transportation Provider agrees that Transportation Provider and its employees, agents, successors and assigns shall not disclose such information to any person or business entity without the written consent of MTM except for Transportation Provider's internal use as reasonably necessary to perform this Agreement. Transportation Provider also agrees that only those agents and employees of Transportation Provider who have a need to know any such information to perform their duties in connection with this Agreement will be provided with such information, and then only with those portions of such information as are reasonably necessary to the performance of their jobs. Further, Transportation Provider agrees to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities.
- C. Transportation Provider agrees that MTM's non-emergency medical transportation brokerage services business and its network of contracted Transportation Providers are unique and valuable assets of MTM for which MTM rightfully seeks the protection of this Agreement. Transportation Provider also agrees that becoming a part of MTM's Transportation Provider network through execution of this Agreement, is a valuable business asset of Transportation Provider.
- D. Transportation Provider, for itself and its employees, agents, successors and assigns, further agrees that it will not: (a) use MTM's trade secrets and confidential, proprietary information to develop, initiate or establish a business, or further the business of another person or business entity, which competes directly or indirectly with MTM; and (b) solicit or hire any employee of MTM during the period of employee's employment with MTM, or for one (1) year following termination of employee's employment.
- E. Transportation Provider agrees that a breach or threatened breach of the confidentiality provisions of this paragraph would cause immediate and irreparable harm to MTM, and that actual damages would be difficult or impossible to ascertain, such that MTM shall be entitled to injunctive relief in addition to pursuing such other relief as MTM may be entitled to at law or in equity.
- F. Transportation Provider will ensure that all information obtained regarding Members in connection with this Agreement, will be held in the strictest confidence and used only as required for the performance of Transportation Provider's obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.

**22. ATTORNEY FEES AND COSTS**

In the event that Transportation Provider fails to comply with each and every term of this Agreement or otherwise is in breach of any term of this Agreement; or in the event that Transportation Provider is required to defend, indemnify and hold harmless MTM with respect to any claim or liability arising out of the performance or nonperformance of any service by Transportation Provider in connection with this Agreement, Transportation Provider shall pay all of MTM's costs and litigation expenses, including reasonable attorney's fees that may be incurred by MTM.

**23. WAIVER OF JURY TRIAL**

The Parties hereto waive jury trial and consent to a Court trial as to all litigation arising out of the terms and conditions of this Agreement.

**24. SEVERABILITY**

The Parties acknowledge that this Agreement is reasonable, valid, and enforceable. If, however, any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result. Where any provision of this Agreement is found to be unenforceable, the Parties shall then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

**25. NO THIRD PARTY BENEFICIARY**

Nothing in this Agreement is intended to, or shall be deemed or construed to create any rights or remedies in favor of any third party.

**26. FORCE MAJEURE**

Neither Party shall be deemed to have breached this Agreement if its failure to perform all or any part thereof results from war, terrorism, flood, earthquake, strike, picketing, riot, fire, explosions, accidents, delays of carriers, governmental actions, or other acts

of God, or circumstances beyond its control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction occurring subsequent to the signing of this Agreement.

**27. INCORPORATION OF ATTACHMENTS**

This Agreement, and the following attachments incorporated herein, constitute the entire agreement between the Parties.

- Appendix A – Business Associate Agreement
- Appendix B – Credentials
- Appendix C – Medicare Advantage and Medicaid Program Requirement Addendum
- Schedule A – Transportation Provider Compensation (Rate Sheet)
- Schedule B – Performance Standards and Metrics

**28. CONSTRUCTION; ACKNOWLEDGEMENT**

All Parties have participated in the negotiation of this Agreement, and accordingly, the Parties agree that this Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Transportation Provider warrants by signing this Agreement that they have read the document in its entirety, fully understands its content, and agrees to same. Transportation Provider further pledges to abide by all terms and conditions set forth herein, and acknowledges such by signature hereupon. Transportation Provider is responsible for seeking the advice of an attorney for clarification prior to signing.

**29. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Agreement.

**30. CONSENT TO ELECTRONIC RECORDS AND SIGNATURES**

Electronic records and signatures may be used in connection with the execution of this Agreement. If executed on paper by original signature or executed electronically by one or more Parties to this Agreement, this Agreement or one or more of its signed counterparts is an electronic record and is just as legally valid and enforceable as if such Parties had signed it on paper using a handwritten signature.

**31. FURTHER ASSURANCES**

Each Party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement.

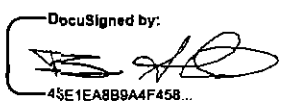
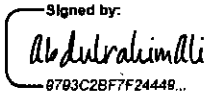
**32. REPRESENTATIONS**

The signers of this document represent that they are acting officially and properly on behalf of their respective business entities, and have been duly authorized, directed, and empowered to execute this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

# TRANSPORTATION PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, this Agreement is entered into and is effective as of this September 11, 2025 day of [Month], [Effective\_Year] ("Effective Date").

<b>Medical Transportation Management, Inc.</b>	<b>US Ride Trans LLC</b>
By:	By:
 <p>DocuSigned by: 45E1EA8B9A4F458...</p>	 <p>Signed by: 87B3C2BF7F24448...</p>
(Signature)	(Signature)
By: <b>Brian Arnold</b>	By: <b>Abdulrahim Ali</b>
(Printed Name)	(Printed Name)
Title: <b>Regional Director</b>	Title: <b>Owner</b>
Date: <b>9/12/2025   10:56 AM CDT</b>	Date: <b>9/11/2025   4:10 PM CDT</b>
	Federal Tax ID: <b>84-2368807</b>
<b>16 Hawk Ridge Circle</b> <b>Lake St. Louis MO 63367</b> <b>Attn: Logistics Operations Management</b>	Address to be used for giving Notice under this Agreement: <b>2800 Axe Factor Rd., Apt A 306</b> <b>Philadelphia PA 19152, [Notice_State] [Notice_Zip]</b> <b>Attn: Abdulrahim Ali</b>

DATE OF DEPOSIT  
**APR 27 2026**  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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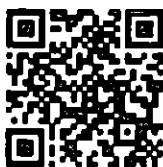
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how2recycle.info

FROM:

US Ride Trans LLC  
2800 Axe Factory Rd  
APT A306, Philadelphia, PA,  
19152

RECEIVED

APR 30 2026

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

TO:

Pennsylvania Public Utility  
Commission

Attn: Secretary Matthew  
L. Homsher Commonwealth

Key Stone Building

400 North Street

Harrisburg, PA, 17120