

**TRANSPORTATION PROVIDER AGREEMENT**

**Between**

**LOGISTICARE SOLUTIONS, LLC (“LGTC”)**

**and**

\_\_\_\_\_ (**“Provider”**)

**EFFECTIVE DATE:** \_\_\_\_\_

WHEREAS, LGTC provides brokerage services, including access to a proprietary software platform (the “Circulation Platform”) which enables on-demand and future ride booking and trip management for non-emergency medical transportation in the Commonwealth of Kentucky pursuant to contracts with certain public agencies and/or private organizations; and

WHEREAS, LGTC wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services to be assigned to transportation providers through the Circulation Platform, or otherwise; and

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

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

**I. RESPONSIBILITIES OF LGTC.**

A. Process Transportation Requests. LGTC will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule trips, submit daily trip requests to Provider through the Circulation Platform or a pre-approved and authorized Software Partner (referred to as a “Provider Manifest”), verify billing information, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, LGTC shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by LGTC, in its sole discretion, in the event that LGTC deems it necessary for the proper performance of its obligations under the Client Contract.

B. Payments for Transportation. LGTC shall pay Provider for its services as set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for its services.

C. Orientation. LGTC shall provide one or more orientation sessions for Provider staff, which will be offered at a LGTC regional office, Provider’s base of operations, a third

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party meeting space (e.g. hotel conference site), or via . Provider is responsible for ensuring that it and its employees and drivers understand all requirements and procedures for the provision of services pursuant to this Agreement.

- D. Audit. LGTC and Client shall have the unconditional right, but not an obligation, to audit Provider's operations and records to confirm compliance with the Agreement. Provider agrees to provide prompt and reasonable physical access to its business office and access to any requested records for this purpose.

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

A. General Operational Requirements.

1. Provider shall designate in writing (in Exhibit E) a person empowered by Provider to effect any necessary decision or actions and to be available for consultation or conference with LGTC or its designated agent regarding its performance under this Agreement.
2. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ambulance.
3. Provider shall provide safe, reliable, professional, cost effective transportation services in the least intrusive way possible for Participants, while ensuring that Participants:
  - a. arrive at the designated destination;
  - b. arrive on time;
  - c. arrive safely;
  - d. are treated with dignity and respect, and
  - e. achieve their maximum potential for travel independence.
4. Services will be provided in the Service Area as defined in Exhibit E, Service Level Commitment.
5. Provider shall establish and maintain both a telephone line and fax line for LGTC to contact Provider. Fax lines shall be equipped with a fax machine that provides reasonably unrestricted access to LGTC to send faxes to Provider. Provider shall accept trip reservations transmitted electronically through the Circulation Platform or a Software Partner. For same day or urgent medical appointments, including hospital discharges, Provider shall also accept reservations and job numbers from LGTC by telephone.
6. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow LGTC to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time. In the event that Provider does not provide 24 hour notice and LGTC must make, as a result of the short notice, premium price alternate transportation arrangements, Provider will be responsible for any additional charges incurred by LGTC. These charges may be

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deducted from amounts owed to Provider. This provision does not apply to cases of documented emergency or act of god.

7. Provider shall promptly inform LGTC if a Participant is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
8. Provider, upon consultation with LGTC, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of either Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
9. Provider shall participate in LGTC's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
10. Provider shall not unlawfully discriminate against any Participant on the basis of marital status, sexual orientation, race, color, sex, age, religion, national origin, disability, or diagnosis/health status in providing services under this Agreement.
11. Provider shall comply with applicable federal and state requirements with regard to mandatory reporting of suspected Participant abuse or neglect. Provider shall cooperate with LGTC, Client, and any applicable government agency in the investigation of suspected or alleged abuse or neglect of a Participant.
12. Provider shall only use drivers and vehicles that are registered with and pre-approved by LGTC to perform services under this Agreement. Provider agrees that no payment will be made for any trips performed by drivers or vehicles not pre-approved by LGTC to perform services.
13. Provider shall maintain office hours for dispatch and recovery until all trips assigned to provider are complete.
14. In addition to other operational reports defined in the Provider Manual, Provider will provide to LGTC with any and all information required by applicable governing bodies or regulatory agencies, including, but not limited to, (i) cost of its operations; (ii) patterns of use of its services; (iii) availability, accessibility, and acceptability of its services; (iv) to the extent practicable, developments/changes in the health status of Participants; (v) information demonstrating Provider has fiscally sound operations, and (vi) any other matters applicable governing bodies or regulatory agencies may request. Provider agrees to provide copies of requested records to LGTC within one business day of the request if the Participant is currently receiving services from Provider, or otherwise within thirty days of the request.

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

1. Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
2. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.

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

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

1. Vehicle Insurance.

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

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

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

### III. TERM AND TERMINATION.

- A. Term. The term of this Agreement shall be one year from the Effective Date, which is the date executed by LGTC as set forth on the signature page. It shall be automatically

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renewed for successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term.

- B. Termination. Either party may terminate this Agreement without cause upon 60 days written notice.

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

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

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

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

#### IV. ADDITIONAL PROVISIONS.

- A. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the Commonwealth of Kentucky, without giving effect to principles of conflicts of law.
- B. Headings. The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- C. Non-solicitation. Neither Provider nor LGTC shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates his or her position with the other party.
- D. Use of Name. LGTC shall have the right to use the name of Provider for purposes of informing Clients and potential clients of the inclusion of Provider within the LGTC network and to otherwise carry out the terms of this Agreement. Provider shall not use the name, trademark or service marks of LGTC or any LGTC affiliate in its advertising or marketing without the prior written consent of LGTC.
- E. Notices. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier; or on the

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third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses , or to such other addresses as the parties may hereafter designate in writing:

to LGTC at:

LogistiCare Solutions, LLC  
1275 Peachtree Street, 6<sup>th</sup> Floor  
Atlanta, GA 30309  
Attn: Compliance Department

to Provider at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time. In addition, LGTC may unilaterally amend this Agreement by notice as required to comply with applicable law or regulation.
- G. Client Amendment. This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights hereunder.
- H. Dispute Resolution and Arbitration. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each Party shall designate a member of its senior management to meet to try to resolve the dispute. If the dispute cannot be resolved in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, nothing shall prohibit LogistiCare from filing a cross claim or a third party claim in any litigation or action not initiated by the Parties. The provisions of this Section shall survive the termination of this Agreement.
- I. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party

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shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

- J. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- K. Entire Agreement. This Agreement, including all Exhibits, attachments and incorporated material (i.e., Provider Manual) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter. This Agreement may be executed in any number of counterparts which, read together, shall constitute one instrument.
- L. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

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

LOGISTICARE SOLUTIONS, LLC

**Effective Date:** \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDER

\_\_\_\_\_  
Date: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## EXHIBIT A

### LIQUIDATED DAMAGES

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

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

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

**Liquidated Damages:** \$25 per working day or any part thereof for each day each report or other deliverable is late or unacceptable, not to exceed \$500 per month per occurrence. This provision will not apply if the cause of the delay is beyond the control of the Provider. Failure to submit cancellation reports will result in a charge of \$100.00 per missing report up to a maximum of \$500.00 for any month.
- Requirement:** Maintain all vehicles used under this Agreement to all vehicle manufacturer and state and federal safety standards, regulations of any applicable State Board or Agency, standards of the Americans with Disabilities Act (“ADA”), and the terms of this Agreement and the Client Contract. Any vehicle found non-compliant with safety standards, State Board or Agency standards, ADA regulations, the terms of this Agreement, or the Brokerage Contract must be removed from service immediately upon discovery.

**Liquidated Damages:**

  - \$100 per calendar day or part thereof that a non-compliant vehicle with a health or safety hazard for vehicle occupants is in service from the date of discovery, not to exceed \$1,000 per month per occurrence.
  - \$25 per calendar day or part thereof that a non-compliant vehicle with a discrepancy that creates passenger discomfort or inconvenience is in service from the date of discovery, not to exceed \$250 per month per occurrence.
  - \$10 per calendar day or part thereof that a non-compliant vehicle with an administrative discrepancy is in service from the date of discovery, not to exceed \$100 per month per occurrence.
- Requirement:** Maintain types and levels of insurance coverage as required in this Agreement and operate only those vehicles registered with LGTC and covered under Provider’s applicable insurance policies. This provision includes failure to include LGTC and Client as “Additional Insured” and LGTC as a “Certificate Holder.”

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

4. **Requirement:** All vehicles, drivers, and attendants must at all times be in compliance with the terms of this Agreement and/or the Client Contract, and registered with and approved to perform services by LGTC.

**Liquidated Damages:** \$200 per calendar day, or any part thereof, per vehicle, per driver, and/or per attendant that is non-compliant with the terms of this Agreement, and/or the Client Contract, and/or is not registered with and approved by LGTC and performs service under this Agreement, not to exceed \$3,000 per month per occurrence, plus the additional forfeiture of all payments for trips performed by the non-compliant driver(s) or vehicle(s).

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

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

6. **Requirement:** Provider must submit reroutes within 24 hours of pick-up time for advance notice trip reservations (this provision will only apply if trips are assigned to Provider at least 36 hours prior to the scheduled pick up time).

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

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

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

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

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

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

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

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

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

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**Liquidated Damages:** \$150 for each instance in which arrival at a dialysis clinic for a scheduled dialysis appointment is late. An additional fifty dollars per hour or portion thereof per instance will be assessed for each late arrival that exceeds one hour. This provision shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up or drop-off time.

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

**EXHIBIT B**

**RATES, INVOICING AND PAYMENT TERMS**

**Provider Name:** \_\_\_\_\_

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

Rates

Only services specifically pre-authorized by, and for which a job number has been assigned to the Provider by LGTC will be compensated. Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) as requested by LGTC. Provider agrees and acknowledges that LGTC shall review Provider billings and will identify trips that match the definition of “Shared Ride Trip” and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

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

LGTC calculates a Ride Cost Estimate (which may include Shared Ride Trip status) at the time of the trip reservation using the rates included in Attachment 1 to this Exhibit B and trip mileage as determined by the Circulation Platform, which uses automated routing software to calculate mileage from the most direct driving route. The Ride Cost Estimate will be transmitted with the trip reservation and viewable by Provider prior to accepting the trip reservation for fulfillment under the terms of this Agreement. Provider agrees that LGTC’s determination of mileage and Shared Ride Trip status shall be final. If Provider believes there to be a material mileage error, Provider may bring it to LGTC’s attention before running the trip. LGTC will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of LGTC. If Provider is not satisfied with LGTC’s decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by LGTC. In addition, the parties agree that LGTC may use automated vehicle location (“AVL”) geocoded data from the Circulation Platform or from Provider’s approved Software Partner, if applicable, to review and/or research mileage determinations, service, or performance issues.

Provider acknowledges and agrees that the final invoice amount payable by LGTC shall not in any event exceed the Ride Cost Estimate by greater than XXXXXXXX (XX%) percent.

Comment [KG1]: NOTE PLACEHOLDER TO BE FILLED.

Invoices Submitted to LGTC.

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Immediately following completion of each trip, an invoice amount for that trip will be automatically submitted to LGTC by (i) the Circulation Driver App, or (ii) Provider's approved Software Partner. If using an approved Software Partner, Provider warrants and represents that any rates or formulas used by the Software Partner to calculate the invoice amount is materially consistent with the rates shown in the table included as Attachment 1 to this Exhibit B.

Co-Pay, Subrogation, and Coordination of Benefits

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

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

Wait time

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

Class of Service	Compensation

Payment Terms

As a condition of payment, Provider must submit accurate invoices, including properly completed trip logs, to LGTC within 60 days of date of service. Time is of the essence with respect to providing prompt and accurate invoices. **No payments will be made for services performed by non-compliant drivers or vehicles, including drivers or vehicles that are not registered with and approved by LGTC to provide services.** Invoices not submitted within 60 days of service will be subject to a ten percent (10%) reduction in the amount that would otherwise be due under the invoice. Invoices submitted more than 120 days after date of service will be disallowed in their entirety.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims are subject to a 10% reduction in the amount that would otherwise be due under the invoice if not resubmitted within 30 days of the date the claim was returned to Provider, and will be denied in their entirety if not resubmitted within 60 days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

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

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

LGTC pays properly submitted uncontested invoices twice per month by check or electronic transfer within 30 days after receipt (which may be the date of receipt of paper trip logs with member signatures, if applicable), or more frequently if required by applicable State regulations or by the Client Contract. If a payment date falls on a holiday payments will be made on the next working weekday.

In the event that the Client is unable or unwilling to pay LGTC amounts validly due under the Client Contract, LGTC may delay payments to Provider until such time as the Client pays the outstanding amounts. Provider may submit requests for review of denied or paid trip claims in accordance with Appendix 1 to this Exhibit B.

#### Quality Assurance

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

#### Optional Participant Signature Requirements

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

- LGTC shall notify Provider in writing no less than 60 days prior to implementation of a Client mandated Participant signature requirement, in which event, and as a condition of payment, Provider's electronic invoice as submitted by the Circulation Driver App or an approved Software Partner shall include Participant's e-signature.
- If Provider's electronic invoice does not capture the Participant's e-signature, Provider shall submit to LGTC completed paper trip logs, including Participants' signatures, for all trips billed by Provider.
- In the event a Participant is incapable of e-signing or signing the paper trip log, a member of the Participant's household or designated caretaker, or a representative of the drop-off medical facility is required to e-sign or sign the paper trip log using their own name (i.e., not signing the Participant's name) and stating their relationship to the Participant (i.e., James

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Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Participant’s name on behalf of the Participant.

- Unsigned trips, trips with Participant’s initials instead of signatures, or trips with notes that the Participant is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete paper trip logs, if applicable, will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable.
- If Provider is submitting paper trip logs to supplement electronic invoices that do not include Participant signatures, Provider must also include a completed summary invoice form with each batch of trip logs submitted to LGTC. Provider shall use trip log and summary invoice sheet forms that are provided by LGTC. LGTC reserves the right to modify the format of the trip log and summary sheet from time to time. Provider may use alternative trip log or summary invoice sheet forms only with the express written consent of LGTC.
- Paper trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. LGTC reserves the right to deny individual trips or entire trip logs that evidence excessive changes pending confirmation of the details of such changes with Provider.
- For clarity, paper trip logs are only required if Provider’s electronic invoices do not capture Participants’ signatures. Paper trip log are not required if Provider’s electronic invoices capture and transmit Participant signatures.

Charges Against Invoices

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

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

**LOGISTICARE SOLUTIONS, LLC**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBCONTRACTOR**

\_\_\_\_\_  
(Print or Type Provider Name)  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## Attachment 1 to Exhibit B

Provider Name: \_\_\_\_\_

### Rate Table

*[to be inserted]*

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## Appendix 1 to Exhibit B

### Invoice Dispute Resolution Process

The Circulation Platform processes invoices in real-time by nature of the Platform's direct integration with the Circulation Driver App or Provider's approved Software Partner, which provide a detailed record of the trip (e.g., vehicles GPS location and trip distance). If discrepancies or potential errors are identified at any time, LGTRC will initiate an investigation and notify Provider. This communication will include an "Invoice Error Report" with the unique trip number(s), trip details as recorded by LGTC, submitted invoice amount, and LGTC's calculated payment amount.

Provider has 15 days to review and respond to LGTC and provide any additional details about the trip(s). If Provider fails to respond to the Invoice Error Report, or there is disagreement between the parties, then the final payment amount will be calculated using available routing data (date/time, duration, recorded GPS locations). LGTC's calculated payment amount will prevail as the final paid amount to Provider.

#### Submitting Invoice Disputes or Errors to LGTC

All invoice disputes or errors must be submitted to LGTC in writing within the Circulation Platform or by emailing to [XXXXXXXX@LogistiCare.com](mailto:XXXXXXXX@LogistiCare.com)

**Comment [KG2]:** Note placeholder to be filled in and highlight removed.

When submitting a dispute or error notice, the submitter must provide the following information:

- Subject
- Description
- Issue
- Participant Name (if applicable)
- Trip Number (if applicable)
- Trip log(s) (if applicable)

LGTC will acknowledge receipt of all written dispute or error notices and provide summary as soon as possible describing actions that are being taken to resolve the issue and next steps.

## EXHIBIT C

### SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

**Provider Name:** \_\_\_\_\_

This Subcontractor Business Associate Agreement (“Agreement”) is entered into as of \_\_\_\_\_ 201\_\_\_\_, by and between LGTC and \_\_\_\_\_ (“**Subcontractor Business Associate**” or “**Subcontractor**”) to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

**Whereas**, LGTC and Subcontractor Business Associate are parties to a pre-existing agreement (the “Prior Agreement”), pursuant to which Subcontractor Business Associate provides services to LGTC;

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

**Whereas**, LGTC has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, LGTC has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which LGTC creates or receives in the course of performing services for its Covered Entity Clients; and

**Whereas**, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for LGTC to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which LGTC is a party.

**Now therefore**, the Parties agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

a. **Covered Entity Client** shall mean an entity with whom LGTC contracts for transport services which qualifies as a “Covered Entity” under 45 C.F.R. § 160.103, as amended.

b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.

c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.

f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.

g. **Protected Health Information (“PHI”)** means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of LGTC or LGTC’s Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

h. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

i. **Unsecured Protected Health Information (“Unsecured PHI”)** shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

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

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

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

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

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

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

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

3. **Additional Obligations:**

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

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

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

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to LGTC, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to LGTC, within one business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated LGTC HIPAA Compliance Officer at any of the following:

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LogistiCare Solutions, LLC  
Attn: HIPAA Compliance Officer  
1275 Peachtree St., 6<sup>th</sup> Floor  
Atlanta, GA 30309

Or

Telephone:  
1- 800-486-7647

Or

Fax:  
1-877-352-5640

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Miscellaneous:**

a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

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c. **State Law.** To the extent any applicable state law confidentiality requirements are not preempted by HIPAA, Subcontractor agrees to comply with such state law requirements.

d. **Third Party Participants.** Subcontractor agrees that any of LGTC's Covered Entity Clients to whom Subcontractor provides services and with whom LGTC has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree on an amendment within ten business days thereafter, LGTC may terminate the Agreement immediately with written notice to Subcontractor.

f. **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.

g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors.** Subcontractor and LGTC agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation.

i. **Assignment.** Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of LGTC.

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

**LOGISTICARE SOLUTIONS, LLC**

**SUBCONTRACTOR**

\_\_\_\_\_  
(Print or Type Provider Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT D**

### **FRAUD, WASTE AND ABUSE PREVENTION POLICY**

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

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

#### Federal False Claims Act

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

The False Claims Act prohibits, among other things:

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

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



### Enforcement

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

### Reporting Suspected Fraud, Waste or Abuse

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

### No Retaliation

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

### Program Fraud Civil Remedies Act of 1986

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

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

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under

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the False Claims Act. If, based on the investigating official's report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

#### State False Claims Acts

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

#### Fraud, Waste and Abuse / Company Detection

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

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

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

**EXHIBIT E**

**SERVICE LEVEL COMMITMENT**

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

**Designated Liaison Name and Phone:** \_\_\_\_\_

- **General Dispatch Phone #:** \_\_\_\_\_
- **General Dispatch Hours of Operation:** \_\_\_\_\_ to \_\_\_\_\_
- **After Hour Dispatch** (until all assigned trips are completed each day): \_\_\_\_\_
- **24/7 Emergency Contact and Phone #:** \_\_\_\_\_

<b>Service Hours</b>	<b>Operating Hours</b>	<b>Days of Week</b>
Normal Hours	_____	_____
After Hours	_____	_____
Weekend Hours	_____	_____

**Service Area:**

State(s):	_____
County(ies):	_____

**Network Integration Method:**

- Circulation Platform / Circulation Driver App
- Software Partner: \_\_\_\_\_