

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.

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:

LogistiCare Solutions, LLC
Attn: HIPAA Compliance Officer
1275 Peachtree St., 6th Floor

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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.

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.

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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.

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

d. **Third Party Participants.** Subcontractor agrees that any of 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: _____

Medicare Advantage Programs Provider Agreement Requirements

To the extent that any LGTC Client offers NET services to Medicare beneficiaries, the Centers for Medicare and Medicaid Services (“CMS”) and associated laws, rules and regulations regarding the Medicare Advantage (“MA”) Program require that the Client provide for compliance of contracted network providers and their respective employees with certain MA program requirements including, without limitation, inclusion of certain mandatory provisions in MA provider participation agreements and/or associated documents including agreements between LGTC and subcontracted transportation providers, as applicable. A list of some of these requirements can be found in the CMS Managed Care Manual, Chapter 11, Section 100.4, as published by CMS and available on the CMS website. Additionally, revisions to certain applicable regulations can be found in 74 Fed. Reg. 1494 (January 12, 2009) (amending 42 C.F.R. Parts 422 and 423). As such and in addition to the terms and conditions in the Agreement between LGTC and Provider, Provider agrees to the following terms and conditions to the extent applicable to NET services rendered to Medicare beneficiaries enrolled in MA health benefit plans. In the event of a conflict between the contract between LGTC and Provider related to services rendered to Medicare beneficiaries and applicable provisions of this Medicare Advantage Program Provider Requirements Addendum (“Addendum”), this Addendum shall control.

I. Definitions. For purposes of this Addendum the following additional terms shall have the meaning set out below:

- (1) **“Covered Services”** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Medicare beneficiary’s MA Plan.
- (2) **“Dual Eligible Member”** means a Medicare beneficiary who is also entitled to medical assistance under a state plan under Title XIX (“Medicaid”) of the Social Security Act (the “Act”).
- (3) **“First Tier Entity”** means LogistiCare Solutions, LLC.
- (4) **“Health Plan”** means the entity that offers the MA health benefit plans with which Medicare beneficiaries participate.
- (5) **“MA Plan”** means the one or more MA health benefit plans offered or administered by Health Plan(s) for Medicare beneficiaries and under which Provider renders services to Medicare beneficiaries.
- (6) **“Medicare Advantage Program or MA Program”** means the federal Medicare managed care program for Medicare Advantage (formerly known as Medicare+Choice) products run and administered by CMS, or CMS’ successor.

(7) “**Medicare Contract**” means Health Plan’s contract(s) with CMS to arrange for the provision of health care services to certain persons enrolled in an MA Plan who are eligible for Medicare under Title XVIII of the Social Security Act.

(8) “**State**” means the state in which Provider provides the Covered Services.

(9) “**State Medicaid Plan**” the State’s plan for medical assistance developed in accordance with Section 1902 of the Act and approved by CMS.

(10) “**Medicare beneficiary**” means those designated individuals eligible for traditional Medicare under Title XVIII of the Social Security Act and CMS rules and regulations and enrolled with Health Plan.

II. Additional MA Program Obligations and Requirements. Provider agrees to the following terms and conditions to the extent applicable to NET services rendered to Medicare beneficiaries.

A. Audits; Access to and Record Retention. Provider shall permit audit, evaluation and inspection directly by Health Plan, the Department of Health and Human Services (HHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the HHS may deem necessary to enforce the Medicare Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Provider and its employees, contractors and/or subcontractors providing services related to services provided to Medicare beneficiaries), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require (collectively, “Books and Records”). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the agreement under which Provider renders services to Medicare beneficiaries occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency’s designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Provider shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Medicare beneficiaries to their medical, health and enrollment information and records. Provider agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities: (i) to provide Health Plan and/or CMS with timely access to records, information and data necessary for: (1) Health Plan to meet its obligations under its Medicare

Contract(s); and/or (2) CMS to administer and evaluate the MA program; and (ii) to submit all reports and clinical information required by Health Plan under the Medicare Contract. [42 C.F.R. §§ 422.504(e)(4), 422.504 (h), 422.504(i)(2)(i), 422.504(i)(2)(ii) and 422.504(i)(4)(v)]

B. Privacy and Accuracy of Records. In accordance with the CMS Managed Care Manual and the regulations cited below, Provider agrees to comply with all state and federal laws, rules and regulations, Medicare program requirements, and/or Medicare Contract requirements regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (i) HIPAA and the rules and regulations promulgated thereunder; (ii) 42 C.F.R. § 422.504(a)(13); and (iii) 42 C.F.R. § 422.118; (d) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Provider also agrees to release such information only in accordance with applicable state and/or federal law, including pursuant to valid court orders or subpoenas.

C. Hold Harmless of Medicare Beneficiaries. Provider agrees that in no event, including, but not limited to nonpayment by Health Plan or First Tier Entity of amounts due the Provider under this Agreement, insolvency of the organization or any breach of this Agreement by Health Plan or First Tier Entity, shall the Provider or its assignees or subcontractors have a right to seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against, the Medicare beneficiary, persons acting on the Medicare beneficiary's behalf (other than Health Plan or First Tier Entity), for services provided pursuant to this Agreement except for the payment of applicable co-payments or deductibles for services covered by Health Plan or fees for services not covered by Health Plan. The requirements of this clause shall survive any termination of the Agreement for services rendered prior to such termination, regardless of the cause of such termination. Health Plan's Medicare beneficiaries, the persons acting on the Medicare beneficiary's behalf (other than the Health Plan) shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between Provider and the Medicare beneficiary, persons acting on the Beneficiary's behalf (other than Health Plan). [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i)]

D. Hold Harmless of Dual Eligible Members. With respect to those Medicare beneficiaries who are designated as Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, Provider acknowledges and agrees that it shall not bill Medicare beneficiaries the balance of ("balance-bill"), and that such Medicare beneficiaries are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount Provider receives is less than the allowed Medicare amount or Provider charges due to limitations on additional reimbursement provided in the State Medicaid Plan. Provider agrees that it will accept First Tier Entity's payment as payment in full or will bill the appropriate State source if Health Plan has not assumed the State's financial responsibility under an agreement between Health Plan and the State. [42 C.F.R. § 422.504(g)(1)(iii).]

E. Accordance with Health Plan's Contractual Obligations. Provider agrees that any services provided to Medicare beneficiaries shall be consistent with and comply with the requirements of the Medicare Contract. [42 C.F.R. § 422.504(i)(3)(iii).]

F. Prompt Payment of Claims. First Tier Entity will process and pay or deny claims for Covered Services within the timeframe set forth in the agreement between Provider and First Tier Entity. [42 C.F.R. § 422.520(b).]

G. Delegation of Provider Selection. As applicable, Provider understands that if selection of providers who render services to Medicare beneficiaries has been delegated to First Tier Entity by Health Plan, either expressly or impliedly, then Health Plan retains the right to approve, suspend or terminate such downstream or subcontracted arrangements to the extent applicable to Medicare beneficiaries enrolled with Health Plan. [42 C.F.R. § 422.504(i)(5).]

H. Compliance with Health Plan's Policies and Procedures. Provider shall comply with all policies and procedures of Health Plan to the extent applicable to the services rendered by Provider. Such policies may include written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); and (c) Health Plan's compliance program which encourages effective communication between Provider and Health Plan's Compliance Officer and participation by Provider in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. [42 C.F.R. § 422.112; 42 C.F.R. § 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

I. Delegation (Accountability) Provisions. Provider agrees that to the extent Health Plan, in Health Plan's sole discretion, elects to delegate any administrative activities or functions to First Tier Entity, the following shall apply:

(1) Reporting Responsibilities. The Health Plan and First Tier Entity will agree in writing to a clear statement of such delegated activities and reporting responsibilities relative thereto. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(i)]

(2) Revocation. In the event CMS or Health Plan determines that First Tier Entity does not satisfactorily perform the delegated activities and any plan of correction, any and all of the delegated activities may be revoked upon notice by the Health Plan to First Tier Entity. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(ii)]

(3) Monitoring. Any delegated activities will be monitored by the Health Plan on an ongoing basis and formally reviewed by the Health Plan at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iii)]

(4) Credentialing. The credentials of medical professionals, if any, affiliated with Provider and/or First Tier Entity will either be reviewed by Health Plan or, in the event Health Plan has delegated credentialing to First Tier Entity, First Tier Entity's credentialing process will

be reviewed and approved by Health Plan, monitored on an ongoing basis and audited at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iv)]

(5) No Assignment of Responsibility. Provider understands that Provider and/or First Tier Entity may not delegate, transfer or assign any of Provider's or First Tier Entity's obligations with respect to Medicare beneficiaries or any delegation agreement between Health Plan and Provider and/or First Tier Entity without Health Plan's prior written consent.

J. Compliance with Laws and Regulations. Provider agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and with all other applicable state and federal laws, rules and regulations, as may be amended from time to time including, without limitation: (a) laws, rules and regulations designed to prevent or ameliorate fraud, waste and abuse including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and/or the anti-kickback statute (section 1128B(b) of the Act); (b) applicable state laws regarding patients' advance directives as defined in the Patient Self Determination Act (P.L. 101-58), as may be amended from time to time; (c) Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification rules found at 45 C.F.R. parts 160, 162, and 164; and (d) laws, rules and regulations and CMS instructions and guidelines regarding marketing. Additionally, and to the extent applicable, Provider agrees to maintain full participation status in the federal Medicare program and shall ensure that none of its employees, contractors, or subcontractors is excluded from providing services to Medicare beneficiaries under the Medicare program. [42 C.F.R. § 422.204(b)(4) and 42 C.F.R. § 422.752(a)(8)]

K. Accountability. Provider hereby acknowledges and agrees that Health Plan oversees the provision of services by Provider to Medicare beneficiaries and that Health Plan shall be accountable under the Medicare Contract for such services regardless of any delegation of administrative activities or functions to Provider or First Tier Entity. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii)]

L. Benefit Continuation. Upon termination of Provider's status as a participating provider with Health Plan (unless such termination was related to safety or other concerns), Provider will continue to provide health care benefits/services to Medicare beneficiaries in a manner that ensures medically appropriate continuity of care and for the time period required by applicable law. Specifically, for Medicare beneficiaries who are hospitalized on the date of such termination, services will be provided through the applicable Medicare beneficiary's date of discharge. [42 C.F.R. § 422.504(g)(2)]. The parties acknowledge the provisions set for in this paragraph are not applicable to NET services.

LOGISTICARE SOLUTIONS, LLC

(Print or Type Provider Name)

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

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

Non-Emergency Medical Transportation Account Setup Agreement

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

ARTICLE I. PURPOSE

1.0 LGTC, in its capacity as the broker of non-emergency medical transportation ("NET") services to various Clients, including Medicaid Agencies and Medicare Managed Care Organizations, must process invoices from and submit payments for services to NET providers ("Billing Process"). The Billing Process includes claims adjudication, verification of eligibility and prior authorization, and other information that allows LGTC Clients to confirm that eligible persons receive appropriate NET services and that NET provider claims are appropriately processed and paid.

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

ARTICLE II. PARTIES

LogistiCare Solutions, LLC
1275 Peachtree Street, NE
Atlanta, GA 30309
Attention: Chief Administrative Officer
(404) 888-5800

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

ARTICLE III. GENERAL PROVISIONS

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

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

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

ARTICLE IV. SCOPE OF WORK

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

4.1 Certifications.

- a) Provider certifies and will provide conclusive documentation, as applicable, that it is in compliance with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
- b) Provider certifies that it carries \$_____ of auto liability insurance which meets or exceeds the state minimums for the vehicles being operated. Provider further certifies that it carries \$_____ of commercial general liability insurance. Provider shall submit current copies of its certificates of insurance indicating such auto and general liability coverage and naming LogistiCare Solutions, LLC as an additional insured upon execution of this Agreement and upon replacement, change or renewal of either insurance policy.
- c) Provider certifies that it is in compliance with applicable laws and regulation regarding criminal background checks and drug screens for all drivers, including fingerprinting if required by any law enforcement entity for the jurisdictions in which it performs NET services. Provider further certifies that all drivers meet current state and federal motor carrier safety regulations and guidelines.
- d) Provider certifies that vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
- e) 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.
- f) Provider certifies that all information obtained regarding riders will be held in strict confidence and is used only as required in the performance of Provider's transportation services and that Provider shall comply will all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

4.3 As a condition of payment, Provider must submit accurate invoices to LGTC within 90 days of date of service. Invoices not submitted within 90 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. If Provider must first bill Medicare or other primary payer, the timeframe for submitting claims to LGTC shall begin on the date of

the denial of the claim by Medicare or other primary payer.

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

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

ARTICLE V. CONFIDENTIALITY, PRIVACY, and SECURITY

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

5.1 Provider must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the LGTC HIPAA Privacy and Security Officer at 1 (800) 486-7647, within 48 hours of becoming aware of said breach. Failure to perform may constitute cause for immediate termination of this Agreement.

ARTICLE VI. AUDIT AND INSPECTION

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

ARTICLE VII. OTHER TERMS AND CONDITIONS

7.0 The relationship between LGTC and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship including one of employer and employee or principle and agent or joint venture or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of employment related taxes and insurance for its employees, including but not limited to workers' compensation and unemployment insurance.

7.1 If Provider is also a participating network provider for LGTC pursuant to an executed Transportation Agreement, then this Agreement is subordinate to the Transportation Agreement and any provisions of this Agreement that are in conflict with provisions of the Transportation Agreement (including any Exhibits thereto) shall be considered null and void and the provisions of the Transportation Agreement shall control.

7.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia regardless of the forum where it may come up for construction.

ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

8.0 Either party may terminate this Agreement by providing fifteen (15) day written notice of termination to the other party.

8.1 In the event funding of the NET program from the State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately upon written notification to the Provider by LGTC.

8.2 Termination of this Agreement shall not release either party from any obligations set forth herein which shall survive this Agreement as noted herein or by their nature would be intended to apply after any termination.

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

LOGISTICARE SOLUTIONS, LLC

PROVIDER: _____

Effective Date: _____

Date: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Internal Use Only

GL Code: _____

Set up in AP: Y ___ N ___

By: _____

**Account Setup Agreement
RATE TABLE**

Only services specifically pre-authorized by LGTC will be compensated. Pricing for transportation performed by Provider shall be as follows:

Negotiated Rates

Class of Services	0-3 Miles	4-6 Miles	7-10 Miles	11-15 Miles	16-20 Miles	21-25 Miles	26-30 Miles	31-35 Miles	36-40 Miles	41-45 Miles	Over 45 Miles
Ambulatory	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Wheelchair	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Share Ride Ambi	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Share Ride WC	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Stretcher	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Group Ambi	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Group WC	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____	\$ ____
Stretcher	\$										
Basic Life Support	\$										
Adv. Life Support	\$										
Other											

Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) requested by LGTC.

LGTC pays properly submitted uncontested invoices twice per month by check or electronic transfer within thirty days after submission. If a payment date falls on a weekend or holiday, payments will be made on the next working weekday.

LOGISTICARE SOLUTIONS, LLC

Date: _____

Signature: _____

Printed Name: _____

Title: _____

PROVIDER: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

ADDENDUM TO ACCOUNT SETUP AGREEMENT
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 Addendum to all employees and contractors. The information in this policy forms part of LogistiCare's employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by federal law – specifically, the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act prohibits the submission of false claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act provides 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; oris for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official's report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

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

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.

ACKNOWLEDGEMENT OF RECEIPT		
PROVIDER NAME:	_____	
PROVIDER SIGNATURE:	_____	DATE: _____