STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
**DIVISION OF HEALTH CARE FINANCING AND POLICY**
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

BRIAN SANDOVAL
*Governor*

MICHAEL J. WILLDEN
*Director*

LAURIE SQUARTSOFF
*Administrator*

# MEMORANDUM

**Date:** May 15, 2014

**TO:** Nikki Hovden, Budget Analyst V

**FROM:** Lisa Koehler, Certified Contract Manager DHCFP

**RE:** Logisticare

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This memorandum requests that the above subject contract be approved for a retroactive start date effective January 1, 2014. The contract requires a retroactive start date due to the reduction of cost per Non-Emergency Transportation eligible member per month. This contract was delayed due to negotiations between the Vendor and the State.

RECEIVED
MAY 20 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
**DIVISION OF HEALTH CARE FINANCING AND POLICY**
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

BRIAN SANDOVAL
*Governor*

MICHAEL J. WILLDEN
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LAURIE SQUARTSOFF
*Administrator*

# AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

RECEIVED
MAY 01 2014
DHCFP
ADMINISTRATION

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street
Carson City, NV 89701
Contact: John Whaley
Ph: (775) 684-3691 / Fax: (775) 684-3774
E-mail: JWhaley@dhcfp.nv.gov

And

LOGISTICARE SOLUTIONS, LLC
1275 Peachtree Street 6th FL
Atlanta, GA 30309
Contact: Albert Cortina, Chief Administrative Officer
Phone: (404) 888-5800 / Fax: (404) 888-5999
Email: albertc@logisticare.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, resulting from Request for Proposal #1948 and dated March 13, 2012, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

The purpose of the amendment is to revise the order of constructive precedence of the Incorporated Documents (includes changes to Attachment BB Insurance Schedule and adds Attachment EE Non-Emergency Medical Transportation Volunteer Driver Account Setup Agreement); reduce the per Non-Emergency Transportation eligible member per month cost; add Risk Corridor language; and modify the contract indemnification language.

***A. Revise the order of constructive precedence of the Incorporated Documents (includes changes to Attachment BB Insurance Schedule and adds Attachment EE Non-Emergency Medical Transportation Volunteer Driver Account Setup Agreement):***

**Current Contract Language:**

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP #1948 and AMENDMENT(S) #1, 2 and 3
ATTACHMENT BB: INSURANCE SCHEDULE; AND
ATTACHMENT CC: CONTRACTOR'S RESPONSE
ATTACHMENT DD: NEGOTIATED ITEMS

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

**Amended Contract Language:**

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

| | |
|---|---|
| **ATTACHMENT DD:** | **NEGOTIATED ITEMS;** |
| **ATTACHMENT BB:** | **INSURANCE SCHEDULE (as amended January 14, 2014);** |
| **ATTACHMENT AA:** | **STATE SOLICITATION: RFP #1948 & AMENDMENT(S) 1 & 2;** |
| **ATTACHMENT EE:** | **NON-EMERGENCY MEDICAL TRANSPORTATION VOLUNTEER DRIVER ACCOUNT SETUP AGREEMENT; AND** |
| **ATTACHMENT CC:** | **CONTRACTOR'S RESPONSE** |

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

***B. Reduce the cost from $3.30 per Non-Emergency Transportation eligible members per month, to $2.19 per Non-Emergency Transportation eligible members per month, effective retroactive from January 1, 2014.***

**Current Contract Language:**

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $3.30 per Non-Emergency Transportation eligible members per month; with a contract not to exceed $51,311,047.11. In light of changes to the Medicaid Program due to the Affordable Care Act of 2010, the not to exceed amount may be re-evaluated throughout the term of the contract; adjustments to the amount will be made through an amendment to the contract. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

**Amended Contract Language:**

6. CONSIDERATION. The parties agree that the Contractor will provide the services specified in paragraph five (5) at a cost of $2.19 per Non-Emergency Transportation eligible member per month **retroactive from January 1, 2014**; with a contract not to exceed $51,311,047.11. In light of changes to the Medicaid Program due to the Affordable Care Act of 2010, the not to exceed amount may be re-evaluated throughout the term of the contract; adjustments to the amount will be made through an amendment to the contract. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

C. *State Solicitation, Request for Proposal 1948; Scope of Work, Section 6, shall be amended as follows:*

**Current Contract Language:**

6.3 The vendor assumes risk for the cost of services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the contract. The entity must accept as payment in full the amount paid by the state.

**Amended Contract Language:**

6.3 **RISK CORRIDOR**

**The State has utilized a risk corridor strategy in the past due to unknowns such as fuel price and ridership instability. Under the Affordable Care Act, service utilization and future claim costs may present substantial volatility and therefore risk to the State and the Vendor.**

**Due to this possibility of considerable risk, the state has chosen to implement a risk sharing corridor approach, retroactive from January 1, 2014:**

- **The Vendor will be responsible for 100% of risk within 98% and 102% of expected costs.**
- **The Vendor will be responsible for 50% of risk within the ranges of 96% to 98% and 102% to 104%.**
- **The State will accept all risk beyond 104% of expected claims and reimburse Vendor; Vendor will return to the State funds below the 96% lower bound of the corridor.**

**Expected claims expense is calculated at total revenue received multiplied by 80% which represents 100% of expected costs. Actual claim expense deviation from this figure determines the risk mitigation payment due to or from the Vendor based upon the above corridor constraints.**

6.3.1 The Vendor assumes risk for the cost of services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the contract. **The entity must accept as payment in full the amount paid by the state with the possibility of cost settlements if results fall outside the risk corridor.**

**6.3.2 The parties agree that upon the Contractor's request there will be an internal and a third party review of administrative costs to be used as the basis for establishing any new program rates; administrative allowance and or mark-up percentage and or new payment models, and that the parties will negotiate in good faith to agree upon any new rate structure.**

**In the event that the Contractor issues a notice of termination on the grounds that it is not able to meet its administrative responsibilities under the administrative allowance (twenty percent of the total capitation rate), the parties agree that a third party will conduct a review of all the administrative costs and will set a new administrative allowance and or rate during this termination (270 day) notice period to allow for the Contractor to cover its cost. That new rate will apply from the date the Contractor issues its notice of termination through the last date of service. If an adjusted rate is mutually agreed upon by both parties, Contractor may choose to rescind its termination notice.**

**Any third party reviews will be conducted by the contractor who currently provides the DHCFP with actuarial or audit services as approved by the DHCFP.**

***D: Contract for Services of Independent Contractor; paragraph 14 INDEMNIFICATION, shall be amended as follows:***

**<u>Current Contract Language:</u>**

To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

**<u>Amended Contract Language:</u>**

To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State **of Nevada and the Division of Health Care Financing and Policy** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees, agents, and **its contracted transportation providers (including volunteer drivers).**

2. <u>INCORPORATED DOCUMENTS</u>. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. <u>REQUIRED APPROVAL</u>. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

**CONTRACTOR: LOGISTICARE SOLUTIONS, LLC**

Independent Contractor's Signature — Date: 4/21/2014

ALBERT CORTINA ; CHIEF ADMINISTRATIVE OFFICER
Independent Contractor's Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**DIVISION OF HEALTH CARE FINANCING AND POLICY**

Leah Lamborn, Chief Financial Officer — Date: 5/8/14

Laure Squartsoff, Administrator — Date: 5/9/14

for Michael J. Willden , Director — Date: 5/14/14

for Julia Teska
Signature – Nevada State Board of Examiners

**APPROVED BY BOARD OF EXAMINERS**

On 5/22/14
(Date)

***Approved as to form by:***

Deputy Attorney General for Attorney General — On 5/7/2014
(Date)

# ATTACHMENT

# BB

ATTACHMENT BB
INSURANCE SCHEDULE

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, subcontractors, or ***contracted transportation providers (including volunteer drivers).*** This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

   b. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

| | |
|---|---|
| Combined Single Limit (CSL) | $1,500,000 |

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

| | |
|---|---|
| Each Claim | $1,000,000 |
| Annual Aggregate | $2,000,000 |

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. **Fidelity Bond or Crime Insurance**

| | |
|---|---|
| Bond or Policy Limit | $100,000 |

a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada and their clients as loss payee where as their interests may appear.

c. The bond or policy shall include coverage for extended theft and mysterious disappearance.

d. The bond or policy shall not contain a condition requiring an arrest and conviction.

e. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP), Attn: Business Lines Unit, 1000 E. Williams Street, Suite 118, Carson City, NV 89701.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP), Attn: Business Lines, 1000 E. Williams Street, Suite 118, Carson City, NV 89701.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

| | | |
|---|---|---|
| Independent Contractor's Signature | Date 4/21/2014 | Independent's Contractor's Title: CHIEF ADMINISTRATIVE OFFICER |
| Signature- State of Nevada | Date 5/9/14 | Title: Administrator |



RMIns rev 03/08

# ATTACHMENT

# EE

# Non-Emergency Medical Transportation
# Volunteer Driver Account Setup Agreement

## INFORMATION COVER SHEET

- **<u>ALL</u> Volunteer Drivers must execute the Account Setup Agreement in order to receive reimbursement for transportation services rendered by the Volunteer Driver.**

- **The Volunteer Driver Account Setup Agreement includes the following major provisions:**
  - Certification by the Volunteer Driver that (s)he meets all necessary qualifications, credentials, and licensure to perform non-emergency medical transportation services;
  - Process and time period for submission and reimbursement of expenses;
  - Passenger information obtained by the Volunteer Driver is subject to confidentiality provisions of the Health Information Portability and Accountability Act;
  - Transportation service and reimbursement records are subject to Medicaid and/or Medicare audit and inspection;
  - Volunteer Driver is an independent contractor and is neither an employee nor agent of LogistiCare.

**The Volunteer Driver Must Provide the Following Documents:**

- Copy of valid driver's license
- Copy of Social Security Card
- Copy of M.V.R (check with your LogistiCare office for how many years)
- Copy of ten panel drug screen with negative results
- Copy of National and State criminal background checks (check with your LogistiCare office for how many years)
- Copy of vehicle registration

- **<u>Note</u>: This information cover sheet is included as an information aid only and <u>IS NOT</u> a part of the Account Setup Agreement.**

# Non-Emergency Medical Transportation
# Volunteer Driver Account Setup Agreement

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

## ARTICLE I. PURPOSE

1.0 LGTC is a broker of non-emergency medical transportation ("NET") services to various Clients, including Medicaid Agencies and Medicare Managed Care Organizations. LGTC's responsibilities include verification of passenger eligibility and prior authorization of all services, confirmation that NET services were rendered, mileage rate reimbursement to Volunteer Drivers, and obtaining other information that allows LGTC Clients to confirm that eligible persons receive appropriate NET services and that Volunteer Drivers are appropriately reimbursed.

1.1 This Agreement sets forth the responsibilities of LGTC and Volunteer Driver. The Volunteer Driver must sign this Account Setup Agreement as a precondition and requirement for receiving mileage reimbursement from LGTC.

## ARTICLE II. PARTIES

| | |
|---|---|
| LogistiCare Solutions, LLC | Volunteer Driver:_____ |
| 1275 Peachtree St NE 6th FL | Address: _____ |
| Atlanta, GA 30309 | Address: _____ |
| Attention: Chief Administrative Officer | Contact Name: _____ |
| (404)888-5800 | Phone #: _____ |

## ARTICLE III. GENERAL PROVISIONS / SCOPE OF WORK

3.0 Any change to this Agreement will be effective only when set forth in writing and signed by both parties.

3.1 Volunteer Driver shall provide NET service to individuals as requested and pre-authorized by LGTC.

3.2 Volunteer Driver must individually provide all NET services and may not hire or allow anyone other than himself/herself to perform NET services, and must not allow non-LGTC clients to ride along in the vehicle while transporting a LGTC client.

3.3 Volunteer Driver shall utilize only the vehicle(s) identified in Exhibit A that have been annually inspected and approved for service by LGTC, and may not at any time substitute or exchange vehicles used to perform NET services without the prior written consent of LGTC.

3.4 Certifications.

a) Volunteer Driver certifies that it (s)he is and will remain in compliance with applicable city, county, state and federal requirements regarding licensing and certification, as well as with vehicle liability insurance for each vehicle used by Volunteer Driver to provide NET services.

b) Volunteer Driver shall submit to LGTC current and updated certificates of vehicle liability insurance from its agent or carrier.

c) Volunteer Driver certifies that (s)he is and will remain in compliance with applicable laws and regulation regarding criminal background checks and drug screens, including fingerprinting if required by any law enforcement entity for the jurisdictions in which (s)he performs volunteer NET services, and that (s)he has a driving record acceptable to LGTC. Volunteer Driver shall annually submit to LGTC copies of current background checks, drug screens, as well as motor vehicle driving reports ("MVR") of the type and in the format requested by LGTC.

d) Volunteer Driver warrants that (s)he has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.

e) Volunteer Driver certifies that all information obtained regarding riders will be held in strict confidence and is used only as required in the performance of transportation services and that Volunteer Driver shall comply will all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.5 LGTC and Volunteer Driver hereby agree that only services specifically pre-authorized by LGTC will be reimbursed by LGTC. Volunteer Driver may freely accept or refuse any trips offered by LGTC. Volunteer Driver agrees that this Agreement does not guarantee a minimum number of trips to be offered by LGTC, and that actual trip volume offered to the Volunteer Driver will vary.

3.6 Volunteer certifies that (s)he is not providing services under this Agreement as commercial or for-profit endeavor. Volunteer Driver is performing all services strictly as a volunteer and in exchange for expense reimbursement on a per mile basis. Provision of services under this Agreement does not constitute a material portion of the Volunteer Driver's use of his/her vehicle.

3.7 As a condition of reimbursement, Volunteer Driver must submit accurate reimbursement requests to LGTC within 90 days of date of service. Reimbursement requests submitted more than 90 days after the date of service will be subject to a ten percent (10%) reduction in the amount that would otherwise be reimbursed. Reimbursement requests submitted more than 120 days after date of service will be disallowed in their entirety. The expense reimbursement rate shall not exceed the then-allowable IRS reimbursement rate

3.8 LGTC processes reimbursement requests within thirty days after submission. LGTC will submit reimbursements to Volunteer Driver twice per month by check or electronic transfer. If a payment date falls on a weekend or holiday, payments will be made on the next working weekday.

3.9 LGTC may offset from Volunteer Driver future reimbursements any sums owed by Volunteer Driver due to over-reimbursement of prior reimbursement requests or other sums owing to LGTC.

## ARTICLE V. CONFIDENTIALITY, PRIVACY, and SECURITY

4.0 Volunteer Driver 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 Volunteer Driver from compliance with federal and state reporting laws and regulations. Further, these provisions also allow the Volunteer Driver to fully meet reporting requirements for audit purposes.

4.1 Volunteer Driver 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 such a breach. Failure to report may constitute cause for immediate termination of this Agreement.

## ARTICLE VI. AUDIT AND INSPECTION

5.0 The Volunteer Driver shall furnish records and information regarding any services performed 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 Volunteer Driver shall not destroy or dispose of records, which are under audit, review or investigation.

## ARTICLE VII. OTHER TERMS AND CONDITIONS

6.0 The relationship between LGTC and Volunteer Driver 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. Volunteer Driver is solely responsible for payment of all applicable taxes and insurance.

6.1 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.

6.2 Assignment. Volunteer driver may not assign this Agreement. LGTC may assign this Agreement to an affiliate entity or unaffiliated non-profit entity that may be contracted to LGTC to manage a volunteer driver program.

6.3 Volunteer driver agrees to indemnify or defend LGTC, the State of Nevada, and the Division of Health Care Financing and Policy for any claim for injury or damages arising from services rendered by volunteer driver.

## ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

7.0 Either party may terminate this Agreement upon 30 days written notice at any time.

7.2 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 | VOLUNTEER DRIVER |
|---|---|
| Effective Date:_____ | Date:_____ |
| Signature:_____ | Signature:_____ |
| Printed Name:_____ | Printed Name:_____ |
| Title: _____ | |

*Internal Use Only*

GL Code: _____ Set up in AP: Y____ N____ By: _____

## Exhibit A to Volunteer Driver Account Setup Agreement

**Reimbursement Rate**

Only services specifically pre-authorized by LGTC will be reimbursed for expenses on a per mile basis. LGTC calculates mileage for each NET trip using proprietary and/or third party mapping software. Distances are measured as the shortest distance from the point of pick-up to the point of drop-off and rounded to the nearest whole number. Volunteer Driver agrees that LGTC's determination of mileage shall be final. If Volunteer Driver believes there to be a material error, Volunteer Driver 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 Volunteer Driver 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. The reimbursement rate shall be as follows:

$ _____ per mile

**Driver and Vehicle Information**

Full name as it appears on Driver's License: _____
First Name MI Last Name

Home Address: _____

City: _____ State: _____ Primary Phone #: _____

Mailing Address: _____
(if different)

City: _____ State: _____ Cell Phone #: _____

Fax #: _____

Driver License #: _____ Driver License State: _____

1. Social Security Number: _____
2. Vehicle(s) make, model and VIN:
   Vehicle #1: _____
   Vehicle #2: _____
3. Are you able to transport passengers in a wheelchair? (Yes/No) _____
   If so, does your vehicle meet ADA requirements for wheelchair transportation? (Yes/No) _____
4. How many passengers does your vehicle hold? _____
5. What days of the week are you available to transport passengers?
   Circle the day(s) that apply: Mon Tue Wed Thu Fri Sat Sun
6. What hours of the day are you available to transport? _____

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

LOGISTICARE SOLUTIONS, LLC
Effective Date: _____
Signature: _____
Printed Name: _____
Title: _____

Volunteer Driver
Date: _____
Signature: _____
Printed Name: _____