

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/19/2016

Contract/Lease Control #: C16-2392-GM

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: LogistiCare Solutions, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/08/2016

Term: 09/30/2017 with auto renewals

Description of Contract/Lease: Non-emergency Medical Transportation

Department: GM

Department Monitor: Kampert

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: ekampert@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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

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

RECEIVED
AUG 17 2018
BY: P. R. C. H.

PRODUCER
Cobbs Allen
115 Office Park Drive
Birmingham AL 35223

CONTACT NAME: Andrea Gilley
PHONE (A/C, No, Ext): 205-414-8100 FAX (A/C, No):
E-MAIL ADDRESS: agilley@cobbsallen.com

INSURED
Maruti Fleet & Management, LLC
Maruti Transit Group, LLC
2301 South Division Avenue
Orlando FL 32805

MARUT-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Alliance Insurance Company	26832
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1182724422

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCC291456191027	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

C16-2392-GM

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
602-C North Pearl Street
Crestview FL 32536

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

AUTHORIZED REPRESENTATIVE

Andrea Gilley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2018

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2345 Grand Blvd., Suite 400 Kansas City MO 64108		CONTACT NAME: Donny Duncan PHONE (A/C No, Ext): 816-329-0856 E-MAIL ADDRESS: donny_duncan@ajg.com		FAX (A/C No): 816-218-0856
INSURED Maruti Fleet & Management, LLC Maruti Transit Group, LLC 2301 South Division Ave. Orlando FL 32805		INSURER(S) AFFORDING COVERAGE INSURER A : Columbia Casualty Company INSURER B : Continental Casualty Company INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 31127 20443

COVERAGES **CERTIFICATE NUMBER: 1898572735** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HMA 6072163294	5/23/2018	5/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BUA 6072126343	5/23/2018	5/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Any vehicles leased/rented/borrowed to the Named Insured
Okaloosa County is listed as Additional Insured applicable to Auto Liability per form SCA23500D09 10 11, and General Liability per form CNA71818XX 01-2016. Physical Abuse and/or Sexual Misconduct is not excluded from the General Liability policy.
Physical Damage is included on the Auto Liability policy number BUA 6072126343 listed above with comp/collision deductible of \$5,000

C15-2323-GM / C16-2364 / C16-2392-GM / C16-2401-GM

CERTIFICATE HOLDER Okaloosa County 802-C North Pearl Street Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2018

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

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RECEIVED
 JUN 07 2018
 BY: PURCH

PRODUCER
Cobbs Allen
 115 Office Park Drive
 Birmingham AL 35223

CONTACT NAME: **Andrea Gilley**
 PHONE (A/C, No, Ext): **205-414-8100**
 E-MAIL ADDRESS: **agilley@cobbsallen.com**

FAX (A/C, No):

INSURED
Maruti Fleet & Management, LLC
Maruti Transit Group, LLC
 2301 South Division Street
 Orlando FL 32805

MARUT-2

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Maxum Indemnity Company**INSURER B : **Scottsdale Insurance Company****41297**INSURER C : **RLI****13056**

INSURER D :

INSURER E :

INSURER F :

COVERAGESCERTIFICATE NUMBER: **1642784936**

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PPF602515604	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible Per Claim \$ 5,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		LFB0017823	10/1/2017	6/4/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0103375	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 APPLIES \$ TO GL ONLY
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Cancelling for non-payment

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

The County of Okaloosa is Additional Insured with respects to Commercial General Liability and Auto Liability, where required by written contract. 30 days notice of cancellation, except 10 days for nonpayment, subject to policy terms, conditions and exclusions.

Physical Abuse and/or Sexual Misconduct Sub-Limit of Liability included on General Liability policy \$250,000 Each Claim/ \$250,000 Aggregate

2007 Ford Sedan 3FAHP07137R209181 \$15,100
 2011 Ford Pick Up 1FTM1CM7BKD35493 \$14,925
 2014 Chevrolet Cutaway 1GB6G5BGXE1198685 \$74,882
 See Attached...

C15-2323-GM / C16-2401-GM

C16-2364-GM / C16-2392-GM

CERTIFICATE HOLDER

Okaloosa County
 602 C N Pearl Street
 Crestview FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrea Gilley

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ADDITIONAL REMARKS SCHEDULE

AGENCY Cobbs Allen		NAMED INSURED Maruti Fleet & Management, LLC Maruti Transit Group, LLC 2301 South Division Street Orlando FL 32805
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- 2014 Chevrolet Cutaway 1GB6G5BG1E1195495 \$71,922
- 2014 Chevrolet Cutaway 1GB6G5BG5E1198531 \$74,882
- 2015 Ford Cutaway 1FDGF5GY4FEA54365 \$92,943
- 2012 Chevrolet Cutaway 1GB3G2BG0B1176918 \$67,613
- 2015 Chevrolet Cutaway 1GB6G5BG4E1198309 \$74,882
- 2014 Chevrolet Cutaway 1GB6G5BG1E1195836 \$74,882
- 2014 MOVT Mini Van 57WMD1A68EM100941 \$47,000
- 2014 MOVT Mini Van 57WMD1A65EM100945 \$46,598
- 2007 Ford Sedan 3FAHP07187R204915 \$16,100
- 2007 Ford Sedan 3FAHP07167R204914 \$15,100
- 2012 Chevrolet Cutaway 1GB6G5BG0B1177226 \$72,158
- 2012 Chevrolet Cutaway 1GB6G5BG0B1177596 \$71,383
- 2012 Chevrolet Cutaway 1GB6G5BG5B1177710 \$71,383
- 2012 Chevrolet Cutaway 1GB6G5BG5B1176573 \$72,158
- 2009 Chevrolet Cutaway 1GBJG31K191162328 \$72,444
- 2009 Chevrolet Cutaway 1GBJG31K191160899 \$72,444
- 2009 Chevrolet Cutaway 1GBJG31K191160529 \$72,444
- 2007 Chevrolet Cutaway 1GBE4V1247F404115 \$84,662
- 2012 Chevrolet Cutaway 1GB6G5BG7B1177952 \$71,383
- 2012 Chevrolet Cutaway 1GB3G2BG3B1176847 \$67,613
- 2012 Chevrolet Cutaway 1GB3G2BG9C1199034 \$67,613
- 2012 Chevrolet Cutaway 1GB3G2BG6B1175126 \$67,613
- 2012 Chevrolet Cutaway 1GB3G2BG6B1176308 \$67,613
- 2015 Chevrolet Cutaway 1GB6G5BG7E1198353 \$74,882
- 2014 Chevrolet Cutaway 1GB6G5BG5E1199369 \$74,882
- 2014 Chevrolet Cutaway 1GB6G5BG6E1198117 \$74,882
- 2014 Chevrolet Cutaway 1GB6G5BG7E1198580 \$74,882
- 2015 Chevrolet Cutaway 1GB6G5BG4E1198245 \$74,882
- 2014 Chevrolet Cutaway 1GB6G5BG5E1198173 \$74,882
- 2015 Chevrolet Cutaway 1GB6G5BG3E1199130 \$74,882
- 2015 Chevrolet Cutaway 1GB6G5BG9E1199410 \$74,882
- 2014 Chevrolet Cutaway 1GB6G5BG7E1195470 \$71,922
- 2008 Chevrolet Cutaway 1GBE4V1958F413419 \$91,513
- 2014 Chevrolet Cutaway 1GB6G5BG8E1195865 \$71,922
- 2014 Chevrolet Cutaway 1GB6G5BG1E1195142 \$71,922
- 2015 Ford Cutaway 1FDGF5GY6FEA54366 \$95,503
- 2007 Freight Trolley 4UZAB9BV55CU61711 \$139,939
- 2007 Freight Trolley 4UZAB9BV27CZ21068 \$139,939
- 2017 Ford Transit 1FDVU4XG2HKA67571 \$50,000
- 2017 Ford Transit 1FDZX2MXHKA73508 \$70,000
- 2017 Ford Transit 1FDVU4XG0HKB22079 \$65,042
- 2017 Ford Transit 1FDVU4XG0HKB22082 \$69,119
- 2017 Ford Transit 1FDVU4XG0HKB22083 \$69,119
- 2017 Ford Transit 1FDVU4XG6HKB22085 \$65,042
- 2017 Ford Transit 1FDVU4XG7HKB22080 \$69,119
- 2017 Ford Transit 1FDVU4XG8HKB22086 \$69,119
- 2017 Ford Transit 1FDZX2XM8HKA73507 \$69,119
- 2017 Ford Transit 1FDVU4XG9HKB22081 \$69,119
- 2017 Ford Transit 1FDVU4XG2HKB32273 \$69,119
- 2017 Ford Transit 1FDVU4XG4HKB32274 \$69,119
- 2017 Ford Transit 1FDVU4XG6HKB32275 \$69,119
- 2017 Ford Transit 1FDVU4XG4HKB22084 \$69,119

RENEWAL AND FIRST AMENDMENT TO CONTRACT C16-2392-GM
LogistiCare Solutions, LLC / Non-emergency Medical Transportation

This Renewal and First Amendment made and entered into this 8th day of Sept., 2016, hereby renews and amends contract **C16-2392-GM**, dated April 7, 2016, by and between Okaloosa County, Florida, (hereinafter the "Provider") and LogistiCare Solutions, LLC (hereinafter "LGTC").

WHEREAS, on April 7, 2016, the Provider and LGTC entered into a contract, C16-2392-GM, which provides for non-emergency medical transportation services; and

WHEREAS, the term of C16-2392-GM shall expire on September 30, 2016, however the contract provides automatic renewal for successive 1-year terms unless either party gives notice of termination 45 days in advance; and

WHEREAS, the rates will be as provided in Exhibit B to C16-2392-GM; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida Chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C16-2392-GM as follows:

1. C16-2392-GM is hereby renewed for an additional one (1) year term. The contract renewal period shall begin October 1, 2016 and will expire September 30, 2017; however the contract shall automatically renew for successive 1-year terms unless either party gives notice of termination 45 days in advance.
2. C16-2392-GM is hereby amended to include the following additional provision:

Public Records

IF LGTC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LGTC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA PROVIDER RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

LGTC must comply with the public records laws, Florida Statute chapter 119, specifically LGTC must:

- a. Keep and maintain public records required by the Provider to perform the service.

- b. Upon request from the Provider's custodian of public records, provide the Provider with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LGTC does not transfer the records to the Provider.
 - d. Upon completion of the contract, transfer, at no cost, to the Provider all public records in possession of the LGTC or keep and maintain public records required by the Provider to perform the service. If the LGTC transfers all public records to the public agency upon completion of the contract, the LGTC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LGTC keeps and maintains public records upon completion of the contract, the LGTC shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

LGTC LogistiCare Solutions, LLC



Albert Cortina, CAO

Date: 8/31/2016

WITNESS

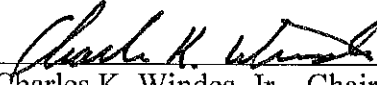


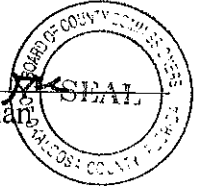
Signature

Linda M. Babikian

Print Name

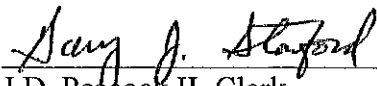
PROVIDER
OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr., Chairman



Date: 9/8/16

ATTEST:


J.D. Peacock II, Clerk



CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C16-2392-GM</u>	Tracking Number: <u>2004-16</u>
Contractor/Lessee Name: <u>Logisticare</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Renewal & First Amendment</u>	
Date/Term: <u>10/1/16 - 9/30/17</u>	
Amount: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
Department: <u>GM</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Dept. Monitor Name: <u>Kampert</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Zan Fedorak</u> Purchasing Director or designee	Date: <u>8/29/16</u>
Zan Fedorak, Charles Powell, DeRita Mason	

Risk Management Review	
Approved as written:	
<u>Krystal King</u> Risk Manager or designee	Date: <u>8-29-16</u>
Laura Porter or Krystal King	

County Attorney Review	
Approved as written:	
_____ <u>see attached</u>	Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee	

Following Okaloosa County approval:

Contract & Grant	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

Original sent to Elliott 8/29/16

Zan Fedorak

From: Krystal King
Sent: Monday, August 29, 2016 7:35 AM
To: Elliot Kampert; 'Parsons, Kerry'
Cc: Zan Fedorak; Lynn Hoshihara
Subject: RE: Renewal and Update of Logisticare

Yes.

Krystal King

Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: Elliot Kampert
Sent: Friday, August 26, 2016 2:40 PM
To: 'Parsons, Kerry'
Cc: Zan Fedorak; Lynn Hoshihara; Krystal King
Subject: RE: Renewal and Update of Logisticare

Thank you, Kerry.

Krystal – I assume you're still okay with it?

Elliot

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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Friday, August 26, 2016 2:31 PM
To: Elliot Kampert
Cc: Zan Fedorak; Lynn Hoshihara; Krystal King
Subject: RE: Renewal and Update of Logisticare

Looks good Elliot. This is approved for legal sufficiency.

From: Elliot Kampert [<mailto:ekampert@co.okaloosa.fl.us>]
Sent: Friday, August 26, 2016 3:05 PM
To: Parsons, Kerry
Cc: Zan Fedorak; Lynn Hoshihara; Krystal King
Subject: RE: Renewal and Update of Logisticare

Okay, per your email, below, I changed "County" to "Provider" and "Contractor" to "LGTC" throughout the document except in the opening paragraph since it seemed awkward to not say who we are in the opener:

This Renewal and First Amendment made and entered into this _____ day of _____, 2016, hereby renews and amends contract **C16-2392-GM**, dated April 7, 2016, by and between Okaloosa County, Florida, (hereinafter the "Provider") and Logisticare Solutions, LLC (hereinafter "LGTC").

This is how the signature line now looks:

PROVIDER
OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr., Chairman

Date: _____

If this is not okay, I can change it so we're only referenced as "Provider"

Thanks,

Elliot

Elliot L. Kampert, AICP; Director
Okaloosa County Growth Management Department
1250 Eglin Parkway N Room 319
Shalimar, FL 32579
850-651-7180

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Friday, August 26, 2016 1:19 PM
To: Elliot Kampert
Cc: Zan Fedorak; Lynn Hoshihara
Subject: RE: Renewal and Update of Logisticare

Hey Elliot:

If you will just change the "County" to "Provider" and "Contractor" to "LGTC", to align with what the parties names are in the original contract it should be good to go.

Kerry

From: Elliot Kampert [<mailto:ekampert@co.okaloosa.fl.us>]
Sent: Friday, August 26, 2016 12:59 PM
To: Zan Fedorak; Parsons, Kerry
Subject: FW: Renewal and Update of Logisticare

Good morning,

Risk Management has signed off on the Logisticare amendment (see below), any word on your end?

Thanks,

Elliot

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From: Krystal King
Sent: Monday, August 22, 2016 4:19 PM
To: Elliot Kampert
Cc: Laura Porter
Subject: RE: Renewal and Update of Logisticare

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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From: Elliot Kampert
Sent: Monday, August 22, 2016 1:30 PM
To: Zan Fedorak; Laura Porter; Lynn Hoshihara; Jack Allen
Cc: Greg Stewart; 'Parsons, Kerry'; Janet Willis
Subject: Renewal and Update of Logisticare

Good afternoon, everyone,

Attached for your consideration please find an amendment to the Logisticare contract that brings it into compliance with the recent statutory changes regard record-keeping. I'd really like to get this on the agenda for September 6th if at all possible. Since it will have to be signed by Logisticare and returned, we're not going to have all that much time, particularly since we cannot send it to them for signature until after the coordinated review is complete.

Please let me know if you have any questions or comments.

Thanks,

Elliot

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From: Elliot Kampert
Sent: Friday, August 05, 2016 5:32 PM
To: Greg Stewart; Lynn Hoshihara; Zan Fedorak; Laura Porter
Cc: Janet Willis
Subject: Renewal and Update of Logisticare

Good afternoon,

As you know, those contracts up for renewal have to be revised to include the new language required by the 2016 Legislature. The Logisticare Contract expires on October 1, so we need to get it to the Board. I have inserted below, the renewal language as it appears in the contract.

While working with Logisticare has not been the most pleasant experience, I do not think we ought to try to undertake any changes to the contract as part of the renewal and update. There are a number of issues needing to be addressed that could make this a protracted affair, and I do not want to find ourselves with an out-of-kilter contract come October 2.

If you agree, please consider this a respectful request to initiate coordinated review for the attached Logisticare First Amendment. I have attached a coordination sheet for the amendment, and have also attached the coordination sheet that was done for the original.

Please let me know if you have any questions, and have a nice weekend,

Elliot

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q) Term and Termination.

- i. Term. The term of this Agreement shall be one year from the set forth on the signature page. It shall automatically renew for (1) year terms unless either party shall give notice of termination to the last day of any term. In addition, either party may terminate this Agreement without cause upon 60 days written notice. Either party may terminate this Agreement upon 45 days written notice in the event of a material breach of the Agreement, provided that the non-breaching party has 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 receipt of evidence that Provider has engaged in illegal, threatening activity, or other misconduct, including but not limited to, falsifying or billing invoices, paying or offering to pay kickbacks to a Provider, or engaging in threatening verbal or physical conduct toward a Provider or LGTC staff. Provider also acknowledges that LGTC may terminate this Agreement immediately if so directed by Client.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/13/2016

Contract/Lease Control #: C16-2392-GM

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: LOGISTICARE SOLUTIONS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2015

Term: 10/01/2016 W/AUTO RENEWALS

Description of Contract/Lease: NON-EMERGENCY MEDICAL TRANSPORTATION

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: EKAMPERT@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

USER NAME

PASSWORD

LOGIN

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Search Results

Current Search Terms: logisticare*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search

Results

Entity

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By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

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CERTIFIED A TRUE AND CORRECT COPY

JD PEACOCK II
CLERK CIRCUIT COURT



TRANSPORTATION AGREEMENT

BY Nancy Carson
DEPUTY CLERK

(the "Agreement")

DATE April 8, 16

by and between

LOGISTICARE SOLUTIONS, LLC ("LGTC")

and

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ("Provider")

WHEREAS, LGTC provides transportation brokerage services to eligible Participants ("Participants") for the provision of non-emergency transportation services in the State of Florida under contract (the "Client Contract") to certain public agencies and/or private organizations ("Client"); and

WHEREAS, LGTC wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services; and

WHEREAS, Provider provides, among other things, non-emergency transportation services and wishes to enter into this Agreement for the provision of services under the terms and conditions set forth herein;

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

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement and all Exhibits, the following terms have the meanings as defined below:

- a) "Agreement" shall mean this Transportation Agreement, including all exhibits, and incorporates by reference the Florida LGTC Provider Manual. Provisions of this Agreement shall prevail in the event of any conflict between this Agreement and any provision of the Provider Manual.
- b) "Client" shall mean the party or entity with whom LGTC has a Client Contract. Although the singular form is used, "Client" shall be understood as plural in the event that LGTC is under agreement with more than one party or entity in the state in which Provider operates.
- c) "Client Contract" shall mean the agreement between LGTC and any other party or entity pursuant to which LGTC provides non-emergency transportation management services for covered Participants. Although the singular form is used, "Client Contract" shall be understood as plural in the event that LGTC is under agreement with more than one party or entity in the state or states in which Provider operates.

CONTRACT # C16-2392-GM
LOGISTICARE SOLUTIONS
NON-EMERGENCY MEDICAL
TRANSPORTATION
EXPIRES: 10/01/2016 W/AUTO RENEWALS

- d) "Criminal Background Check" shall mean a Level 2 background screening conducted every five (5) years for direct service providers as defined by sections 430.0402 and 435.04, Florida Statutes.
- e) "Curb-to-curb" shall mean transportation service whereby the Participant meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.
- f) "Door-to-door" shall mean transportation service whereby the driver parks the vehicle and meets the Participant at the threshold of the primary entrance of the pick-up address; assists the Participant to and into the vehicle, and delivers the Participant to the threshold of the primary entrance of the drop-off address.
- g) "Group Trip" shall mean any trip that has the same pick-up address and time and same drop-off address and time as a trip for another Participant.
- h) "Shared Ride Trip" shall mean any trip that has the same pick-up address and time as a trip for another Participant and whose drop-off address and time are near enough that the two trips could reasonably share the same vehicle. "Shared Ride Trip" shall also mean any trip that has the same drop-off address and time as a trip for another Participant and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.
- i) "Job number" shall mean a unique confirmation number generated by LGTC for each trip reservation for each date of service.
- j) "Multi-load" shall mean a situation in which more than one Participant is transported in a vehicle at the same time to the same or different drop-off addresses.
- k) "Participant" shall mean any individual covered under the terms of Client Contract and on whose behalf LGTC arranges transportation services.
- l) "Reroute" shall mean a trip reservation that is refused by Provider and that is sent back to LGTC to be directed to a different transportation provider.
- m) "Five-panel DOT drug screen" shall mean a urine based drug test that screens for the use of Amphetamines, Cocaine, Marijuana, Opiates and Phencyclidine.
- n) "Will call" shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Participant to LGTC when he or she is ready to be picked-up after a medical appointment.

2. Responsibilities of LGTC.

- a) Process Transportation Requests. LGTC will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule reservations, submit daily reservation requests to Provider (collectively 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.

The parties acknowledge that Okaloosa County EMS is the sole holder of the Certificate of Public Convenience and Necessity (COPCN) for emergency and non-

emergency transport in Okaloosa County pursuant to section 401.25, Florida Statutes, Rule 64J-1, Florida Administrative Code and Okaloosa County Ordinance 93-45. Therefore, Provider (Okaloosa County) shall accept all non-emergency medical transportation trip reservations (ambulatory, wheelchair, stretcher and non-emergency ambulance transport) assigned by LGTC that originate in Okaloosa County regardless of their termination. Provider will be the sole and exclusive provider as stated in the above paragraph and will neither refuse nor re-route any trip reservations that originate in Okaloosa County except under circumstances of high 911 volume in which no Okaloosa County EMS units are available to perform ambulance levels of service trips assigned by LGTC.

- b) Payments for Transportation. LGTC shall pay Provider for its services at the rates and on the terms set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for such services.
- c) Orientation. LGTC shall provide one or more orientation sessions for Provider staff, which will be offered at a LGTC regional office or the Provider's base of operations. Provider is responsible for ensuring that it and its employees understand all requirements and procedures for the provision of services pursuant to this Agreement.

3. Responsibilities of Provider.

- a) Administrative, Reservation Receipt, and General.
 - i) Provider shall comply with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles. Pursuant to Florida Governor Rick Scott's Executive Order No. 11-02, Provider shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System to verify the employment eligibility of (i) all persons employed by Provider during the term of this Agreement, to perform employment duties within Florida, and (ii) all persons assigned by Provider to perform work pursuant to this Agreement, regardless of the person's location.
 - ii) Provider shall utilize only drivers and vehicles that are registered with and pre-approved by LGTC to perform services under this Agreement.
 - iii) Provider shall provide proof that all registered vehicles meet all minimum standards and requirements to perform services under this Agreement.
 - iv) Provider shall submit documentary proof that all drivers and attendants have acceptable MVR, Criminal Background Checks, and drugs screen records as set forth in the "Driver and Attendant Qualifications" section of this Agreement.
 - v) Provider shall ensure the safety of the Participants that it transports.
 - vi) Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ambulance.
 - vii) Provider shall provide curb-to-curb service as the standard service although door-to-door service may be required in certain circumstances.

- viii) Provider shall establish and maintain both a telephone line and fax line for use by 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 receive trip reservations via fax or modem from LGTC each day and confirm the receipt thereof in a form acceptable to LGTC. For same day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and job numbers from LGTC by telephone. Provider shall transport Participants, adult escorts, transportation attendants, or personal assistants, as well as an RN or PCA that are medically necessary for the member, as applicable and in accordance with the specifications of the reservations provided by LGTC and the terms of this Agreement. Additionally, the Participant may transport one child under the age of 6 months. No additional escort will be authorized to be transported. 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.
 - ix) Provider shall reroute trip assignment 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-hours 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 deducted from amounts owed to Provider. This provision does not apply to circumstances beyond the control of Provider (e.g., sudden vehicle breakdown or vehicle accident).
 - x) Provider will ensure that all information obtained regarding Participants in connection with this Agreement is held in strict confidence and is used only as required in the performance of Provider's obligations. (For further confidentiality requirements, see Exhibit C – Business Associate Agreement.)
 - xi) 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).
- b) Pick Up and Delivery Standards. Provider shall provide transportation services that comply with the following minimum service standards. LGTC's or Client's staff, or their official agent, may ride on trips with the Participant to monitor service.
- i) On time performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick-up time or up to thirty (30) minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than thirty (30) minutes after the scheduled pick-up time is considered a "late pick-up". At least 90% of trips performed by Provider in any month shall have on time pick-ups.
 - ii) Based on input from healthcare facilities, LogistiCare reserves the right, in its

- sole discretion, to measure on-time performance of Provider by reference to the on-time delivery of the riders to their medical appointment.
- iii) The driver shall make his presence known to the Participant upon arrival at the pick-up address and must wait at least ten (10) minutes after the scheduled pick-up time before the Participant may be considered a "no show". If the Participant is not present for pick up, the driver shall notify Provider's dispatcher before leaving the pick-up location and document the attempted pick-up on the daily trip log.
 - iv) Provider shall deliver the Participant to scheduled medical appointments within fifteen (15) minutes of the medical appointment time as standard practice, however, an earlier drop off before the appointment time may be acceptable in unusual situations on a case-by-case basis. However, in no event shall a Participant be dropped off for a medical appointment more than fifteen (15) minutes before the opening time of a medical office or facility. Provider shall ensure that Participants are picked up at prearranged times for the return trip if the medical service provider follows a regular schedule. The prearranged times may not be changed by Provider or the driver without prior approval from LGTC. If response is not received by Provider from LGTC within 5 minutes of speaking to a LGTC representative, Provider may depart in event of a member no-show or alter the time of a scheduled pick-up if pre-approved by the Participant. Provider's timely delivery of Participants to scheduled medical appointments may be included as a measure of on-time performance.
 - v) For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within ninety (90) minutes after the time Provider is notified that the Participant is ready, or by the close of the business day for the medical service provider, whichever is earlier.
 - vi) If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled riders, Provider must contact waiting Participants at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.
 - vii) If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact LGTC who will notify the medical provider of the late arrival.
 - viii) For same day hospital discharge reservations, Provider shall pick-up Participants within three hours after accepting the trip reservation from LGTC.
 - ix) No Participant in a multi-load vehicle shall remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
 - x) No more than 2% of Provider's assigned trips shall be late or missed pick-ups. Providers with greater than 1% of their assigned trips as missed pick-ups may have their trips reduced. Habitual failure to meet this standard shall be a material breach of this Agreement and may result in termination of this Agreement.

- xii) An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, and in some cases, an adult escort may be required to accompany the child. Provider shall, at no additional charge, transport an adult escort of a minor Participant if and as directed by LGTC. A minor Participant shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.
 - xiii) One transportation attendant or personal assistant may ride with a Participant if necessary to assist the Participant. The attendant or assistant shall assist the patient and the driver as requested.
 - xiiii) Provider must allow service animals in the vehicle, as needed; however, other animals shall not be allowed on board the vehicle.
 - xv) Provider shall confirm the scheduled pick-up time with the Participant at least 24-hours prior to the scheduled pick-up.
- c) **General Vehicle Requirements.** All vehicles utilized by Provider in the performance of services under this Agreement must meet the requirements listed below. Each vehicle is subject to an initial and bi-annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time, provided, however, that Client shall give Provider notice sufficient to ensure that services are not interrupted. Inspections performed by LGTC do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as LGTC and Client have access to the inspection records, and the inspection standards meet or exceed those of this Agreement. Any vehicle found non-compliant with the following inspection standards, Florida licensing requirements, safety standards, Florida Highway and Transportation Department, or ADA regulations, or other State or Federal laws or regulations shall be immediately removed from service and shall pass a re-inspection before it may be used to provide transportation services for Participants under this Agreement.
- i) Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) and Department of Transportation regulations, as and if applicable for the type of vehicle utilized by Provider.
 - ii) The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
 - iii) All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Participant.
 - iv) All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.
 - v) Provider shall have at least two seat belt extensions available in each vehicle.
 - vi) All vehicles shall be equipped with at least one seat belt cutter that is kept

- within easy reach of the driver for use in emergency situations.
- vii) All vehicles shall have an accurate, operating speedometer and odometer.
 - viii) All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
 - ix) All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
 - x) The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
 - xi) The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.
 - xii) All vehicles and equipment must be maintained and operated in accordance with the manufacturers' state and federal safety and mechanical operating and maintenance standards.
 - xiii) All vehicles shall have Provider's business name and telephone number displayed on at least both exterior sides.
 - xiv) The vehicle license number and LGTC's toll-free and local phone numbers shall be prominently displayed in the interior of each vehicle. This information, together with complaint procedures provided by LGTC shall be available in writing and stored in a clearly visible location in each vehicle for distribution to Participants upon request.
 - xv) Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".
 - xvi) All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
 - xvii) All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.
 - xviii) All vehicles shall be equipped with three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried on board.
 - xix) All vehicles shall carry extra electrical fuses.
 - xx) All vehicles shall carry a functioning flashlight and an ice scraper.
 - xxi) All vehicles shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
 - xxii) All vehicles shall contain a current map of the applicable geographic area with sufficient detail to locate Participant and medical provider addresses.
 - xxiii) All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.
 - xxiv) Provider shall utilize only its own leased or owned vehicles; however, Provider may subcontract driver services using its own leased or owned vehicles as long as Provider maintains primary insurance coverage for all vehicles used to perform services under this Agreement.
 - xxv) All vehicles must be equipped with a two-way communications system linking each vehicle with the Provider's primary place of business. Cell

phones are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.

- xxvi) All vehicles must properly utilize approved child safety seats when transporting children in accordance with Florida laws and regulations. Participants are responsible for providing child safety seats or when transporting children under the age of five (5) years old. Upon arrival for transportation, if the Participant does not provide safety seat(s) for any child under age five (5), the Provider shall not transport the child and shall advise the Participant to reschedule the appointment.
- xxvii) All vehicles shall have a functioning interior light within the passenger compartment.
- xxviii) All vehicles shall have adequate sidewall padding and the vehicle's floor must be covered with commercial anti-skid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- xxix) All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by LGTC to aid Participant boarding. This step shall be capable of safely supporting 300 lbs and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.
- xxx) Tires shall be properly inflated in accordance with manufacturer's recommendations. No vehicles shall be operated with a tread groove pattern depth less than (1/8th) of an inch at any point on a major tread groove for tires on the steering axle, or less than (1/16th) of an inch for all other tires. Operator shall not operate any vehicle with recapped, re-grooved, or re-treaded tires on the steering axle. Wheels shall be visibly free from cracks and distortion and shall not have missing, cracked or broken mounting lugs.
- xxxii) Operator shall establish maintenance policies and procedures for preventative and routine maintenance for all vehicles. The maintenance policies and procedures shall ensure, at a minimum, that: all parts, accessories, and systems are regularly inspected, maintained and lubricated in accordance with the standards developed and established according to the vehicle manufacturer's recommendations; a recording and tracking system is established, including the date or mileage when services are due; maintain written documentation of preventative maintenance, regular maintenance, inspections, lubrications and repairs for at least five (5) years. The records shall include the make, model and license number of the vehicle, name of owner; date, mileage and description/type of each service performed, and the name and address of the entity or contractor performing the service.

- d) Wheelchair Vehicle Requirements. All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set

forth above as well as the following additional requirements.

- i) Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.
- ii) Each Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
- iii) All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pound (600 lbs) load.
- iv) Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:
 - a) is capable of elevating and lowering a 600-pound load without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;
 - b) the lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;
 - c) the lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;
 - d) the lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;
 - e) the lift shall be powered from the vehicle's electrical system. The lift platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;
 - f) the lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;
 - g) the lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;
 - h) all sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;
 - i) the lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on the outbound end to prevent ride over;
 - j) it is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;
 - k) the lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform;

- and
- 1) the lift platform must be equipped with a hand rail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
 - maximum height of thirty-eight inches;
 - minimum knuckle clearance of 1.5 inch;
 - able to withstand a force of 100 pounds; and
 - shall not reduce the lift platform width of at least thirty (30) inches.
 - v) Each wheelchair position in all vehicles shall have a wheelchair securement device (or "tie down") which shall:
 - a) be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
 - b) be tested to meet a 30 mph/20gm standard;
 - c) securely restrain the wheelchair during transport from moving forward, backward, lateral and tilting movements in excess of (2) inches;
 - d) be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;
 - e) have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A track mounting lock system on the floor shall be flush with the floor and shall not be an obstruction or a tripping hazard. In all cases the straps shall be stored properly when not in use; and
 - f) provide seat belts and/or shoulder harness that are attached to the floor or to the side wall of the vehicle, that shall be capable of securing both the passenger and wheelchair.
 - vi) Each wheelchair entrance door shall:
 - a) maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
 - b) have no lip or protrusion at the door threshold of more than 1/2 inch, and
 - c) be equipped with straps or locking devices to hold the door open when the lift or ramp is in use.
 - e) **Stretcher Vehicle Requirements.** Stretcher van service is an alternative mode of non-emergency transportation. It shall be provided to an individual who cannot be transported in a sedan or wheelchair van and who does not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

A driver and an attendant shall staff the vehicle, which shall be specifically designed and equipped to provide non-emergency transportation of individuals on an approved stretcher. A stretcher vehicle shall be used for an individual who:

- i) Needs routine transportation to or from a non-emergency medical appointment or service.
- ii) Is convalescent or otherwise non-ambulatory and cannot use a wheelchair.
- iii) Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is secured safely.

The following restrictions apply:

- i) A stretcher passenger shall not be left unattended at any time.
 - ii) The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
 - iii) The attendant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
 - iv) The stretcher vehicle shall not be used:
 - a) for emergency medical transportation;
 - b) to transport a passenger who requires basic or advanced life support;
 - c) to transport a passenger who has in place any temporary invasive device (including a saline lock), equipment such as an intravenous administration device, or an airway maintenance device. However, the Participant is eligible for transportation if he/she has a battery-operated ventilator and an adult escort trained to provide ventilator care will travel with the Participant, and if no other medical equipment or care is required.
 - d) to transport a passenger who requires close observation or medical monitoring;
 - e) to transport more than one (1) stretcher passenger at a time.
- f) Non Emergency Ambulance Vehicle Requirements. All vehicles used to transport Participants that require covered non-emergency BLS or ALS service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Ambulances shall supersede the following provisions.
- i) Ambulance vehicle must have at least one (1) gurney that is capable of supporting 400 pounds or more.
 - ii) Each gurney must have the capability to be lowered and raised from a height of 18" to a height necessary to load the gurney into the vehicle without requiring the gurney to be manually lifted from the ground.
 - iii) Each gurney must be equipped with no less than one safety belt.
 - iv) Ambulance vehicle must have the necessary equipment to "lock" the gurney securely in place while in the vehicle.
- g) Driver and Attendant Qualifications. All drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. All drivers and attendant credentialing records and qualifications must be submitted to LGTC prior to initial service and annually as well as interim

inspections as required by LGTC in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. LGTC and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement.

- i) All drivers shall be at least twenty-one (21) years of age and have a current valid Florida driver's license to operate the transportation vehicle to which they are assigned.
- ii) Drivers who receive more than two (2) moving violations or one (1) accident where the driver was at fault during the previous thirty-six (36) months shall be removed from service. Motor Vehicle Records for each driver must be checked or updated at least annually.
- iii) Drivers shall not have had their driver's license suspended or revoked for vehicle traffic or moving violations in the previous five (5) years.
- iv) Provider shall conduct a Criminal Background Check for all drivers and attendants and comply with Florida laws requiring fingerprinting. Provider shall verify that drivers and attendants are not listed on the Florida Sex Offender Registry. The following will preclude a driver or attendant from providing services under this Agreement: conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement (applies to drivers only); arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under section 435.04, Florida Statutes. The foregoing Criminal Background Check each driver and attendant shall be renewed every five (5) years. In addition, each driver and attendant shall complete and submit to LogistiCare an annual AHCA Affidavit of Compliance with Background Screening Requirements, as it may be updated from time to time.
- v) All drivers must meet current state and federal motor carrier safety regulations and guidelines.
- vi) Each driver must have competent driving habits.
- vii) Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service under this Agreement. Each driver and attendant shall successfully pass an initial five-panel DOT drug screen for traces of illicit drugs prior to providing service under this Agreement, as well as participate in an ongoing DOT compliant random drug testing program. Provider shall ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants and shall conduct separate and independent drug testing as may be required by the DOT.
- viii) Provider shall ensure that all drivers and attendants have received and passed Florida Medicaid approved Abuse, Neglect and Exploitation training, and be trained in Passenger Assistance and Blood Borne Pathogens. Drivers must also be trained in Defensive Driving, First Aid and CPR. Provider shall

- submit to LGTC proof that drivers and attendants have completed all required training prior to them providing services under this Agreement.
- ix) Operator shall provide written operational and safety procedures to all vehicle drivers before the drivers are allowed to drive unsupervised. These procedures and instructions shall address, at a minimum, the following: communication and handling of unsafe conditions, security threats, and emergencies; familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices; and, application and compliance with applicable federal and state rules and regulations.
- x) Operator shall establish medical examination requirements for all applicants for driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants; and examination at least once every two (2) years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for thirty (30) or more days due to illness, medical condition, or injury. The qualifying standards of the medical examination must meet or exceed those provided in DOT department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 07/05, hereby incorporated by reference. Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, a PA or ARNP licensed or certified by the State of Florida. The examination shall be conducted in person, and not via the Internet. Medical examinations performed by a PA or ARNP must be performed under the supervision or review of a Doctor of Medicine or Osteopathy. An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the examination as pertains to visual acuity, field of vision and color recognition. The examining medical professional shall complete, sign and date the medical examination report. Operator shall have on file proof of medical examination dated within the past 24 months for each driver. Medical examination reports shall be maintained for a minimum of five (5) years from the date of the examination.
- xi) Operator shall not permit or require a driver to drive more than twelve (12) hours in any one 24-hour period, or drive after having been on duty for sixteen (16) hours in any one 24-hour period. Operator shall not permit a driver to drive until the driver fulfills the requirement of a minimum eight (8) consecutive hours off duty. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional time does not exceed one (1) hour.
- xii) Operator shall not permit or require a driver to be on duty more than 72 hours in any period of seven (7) consecutive days; however, 24 consecutive hours off-duty shall constitute the end of any such period of seven (7) consecutive days. Operator shall ensure that a driver who has reached the maximum 72 hours of on-duty time during the seven (7) consecutive days has a minimum of 24 consecutive hours off-duty before returned to on-duty status.
- xiii) Provider shall provide to LogistiCare copies of the E-Verify Case Verification

Report for each driver and attendant used to provide services under this agreement.

h) Driver and Attendant Service Requirements and Performance

- i) No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at any time. A driver or attendant can use prescribed medication as long as his/her duties can still be performed in a safe manner and Provider has written documentation from a physician or pharmacist that the medication will not impact the ability of the driver.
- ii) No drivers or attendants shall allow firearms (unless law enforcement officers in the performance of their duties), alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle.
- iii) No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Participants.
- iv) No drivers or attendants shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.
- v) No drivers or attendants shall solicit or accept money from Participants except for the collection of applicable co-payments as authorized by the Client.
- vi) All drivers and/or attendants shall provide an appropriate level of assistance to a Participant when requested or when required by the Participant's physical condition.
- vii) All drivers and attendants shall wear and have visible a nametag that is easily readable and includes their name and the name of the Provider.
- viii) No drivers or attendants shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle.
- ii) No drivers or attendants shall wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used in performance of services under this Agreement, and driver shall at all times comply with applicable laws regarding the use of cell phones by the driver of a moving vehicle.
- ix) All drivers shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination.
- x) No drivers or attendant shall leave a vehicle unattended with a Participant aboard for longer than five (5) minutes. Driver shall set the parking or holding brake any time the vehicle is left unattended. Driver shall not leave vehicles unattended in an unsafe condition with Participant(s) aboard at any time.
- xi) All drivers and/or attendants must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.
- xii) All drivers and attendants must assist the Participants in the process of being seated, including the fastening of seat belts. Drivers shall confirm prior to moving the vehicle that wheelchairs and wheelchair passengers are properly

- secured and that all Participants are properly belted in their seat belts.
- xiii) All drivers and/or attendants must assist Participants to exit the vehicle and to move to the access area of the Participant's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure. Driver shall not operate a vehicle with passenger doors in the open position when Participant(s) are aboard.
 - xiv) All drivers and/or attendants must provide physical support or assistance and oral directions to Participants. Such assistance shall also apply to wheelchairs and mobility-limited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs. Drivers or attendants may not assist wheelchair passengers up or down more than one (1) step unless it can be performed safely as determined by the passenger (or guardian) and the driver.
 - xv) All drivers and/or attendants shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are not responsible for Participant's personal items.
 - xvi) All drivers and attendants shall be courteous, patient and helpful to all Participants and be neat and clean in appearance. Driver shall minimize the number of times a vehicle is refueled when Participant(s) are aboard.
 - xvii) If a Participant or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.
 - xviii) All drivers shall maintain a daily trip log that includes the following information:
 - a) Provider name;
 - b) Provider ID number
 - c) vehicle number;
 - d) driver's name;
 - e) driver's signature
 - f) names of Participants transported
 - g) Participant signature for each drop off
 - h) no show indicator, if applicable;
 - i) actual arrival time at pick-up point;
 - j) actual arrival time at drop-off point;
 - k) date of service;
 - l) name of attendant (if any) and attendant's signature;
 - m) authorization stamp or signature of Provider, and
 - n) any other pertinent information regarding completion of trips.

i) Licensure, & Certification

- i) 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.
- ii) Provider shall comply with all applicable city, county, state and federal laws and regulations, including all laws and regulations setting requirements regarding licensing, certification and insurance for all transportation related

personnel and vehicles. Such laws or regulations shall take priority over any conflicting provision of this Agreement and the enforcement of the conflicting provision of this Agreement is hereby waived.

- iii) 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 furnish LGTC with such documentation immediately upon request.
 - iv) 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.
 - v) Provider warrants and attests that it is in compliance with Florida Executive Order No. 11-02 and that the employment eligibility of (i) all persons employed by Provider during the term of this Agreement, to perform employment duties within Florida, and (ii) all persons assigned by Provider to perform work pursuant to this Agreement, regardless of the person's location has been verified through the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System.
- j) Insurance. Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement. All insurance coverage, except Workers' Compensation, shall name LGTC and the Client as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations. 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. Concurrently with executing this Agreement the Provider shall submit to LGTC certificates of insurance from its agent or carrier listing LGTC as "Certificate Holder" as well as LGTC and the Client as "Additional Insured. Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or change to such insurance coverage. The certificate of insurance submitted to LGTC shall confirm that the Comprehensive General Liability policy provides coverage for sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto". 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.
- (i) Vehicle Insurance.

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 \$ 300,000 per occurrence per accident. The insurance policy must cover "Any Auto".

Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$1,000,000 per occurrence per accident.
 - (ii) Comprehensive General Liability Coverage. \$300,000 with "Broad Form"

coverage including contractual liabilities as well as liabilities for sexual abuse and molestation.

(iii) Workers' Compensation Insurance as required by the State of Florida.

- k) Indemnification. To the extent permitted by law, Provider shall indemnify, protect, and hold LGTC and the Client harmless from and against any and all claims and/or liabilities of any kind or nature whatsoever arising or alleged to arise from or related to (1) actions connected with services provided by or at the direction of Provider or its agents or (2) the failure of Provider to comply with applicable employment-related statutes, regulations, rules, ordinances or other laws, including the cost of reasonable attorney fees and other expenses incurred by or assessed against LGTC and/or the Client.
- l) Provider Performance Standards/Quality Assurance Plan. Provider agrees to 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.
- m) Maintenance of Records. Provider shall establish and maintain the following records and related information and provide copies thereof within three days notice, or as otherwise required under this Agreement, upon request by LGTC, the Client or its agents. All records shall be maintained and available for review by authorized personnel during the entire term of the contract and for a period of five (5) years thereafter. If an audit is in progress or litigation is in progress or threatened, all documents shall be maintained until such audit and/or litigation is fully resolved. Upon reasonable notice, Provider shall permit LGTC (or designee) to examine and/or audit trip documentation for Participants and will assist LGTC in examining all requested documentation. Providers may be required to maintain documentation for longer periods of time to the extent necessary to comply with applicable laws or regulations or the requirements of LGTC's Clients.
- i) Copy of Provider's registration with all applicable State agencies or departments.
 - ii) Vehicle records, including at a minimum the following documentation for each vehicle:
 - a) manufacturer and model;
 - b) model year;
 - c) vehicle identification number;
 - d) odometer reading at the time the vehicle enters service under this agreement;
 - e) type of vehicle (e.g., sedan, wheelchair van, stretcher van);
 - f) capacity (number of passengers);
 - g) license tag number;
 - h) insurance certifications;
 - i) state issued registration permit and vehicle stamp (if applicable);

- j) special equipment (lifts etc.), and
 - k) date, odometer reading and description of all inspection activity (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air-conditioning/heating, etc.). Records must be maintained of the initial inspection and all subsequent inspections.
- iii) Driver and attendant records, including at a minimum the following documentation:
- a) name, date of birth and social security number;
 - b) copy of driver's license and E-Verify Case Verification Report;
 - c) MVR report for previous three (3) years as reported from Florida Division of Motor Vehicles;
 - d) driver training course certificates, including ACHA approved Abuse, Neglect and Exploitation training, First Aid, CPR, Passenger Assistance and Blood-Borne Pathogens; and
 - e) documentation of any complaints received about the driver or attendant and any accidents or moving violations involving the driver.
- iv) All daily vehicle manifests, trip logs and invoice documents.
- vi) Operator shall maintain annual safety inspection reports. The report shall include name of the individual(s) performing the inspection, name of the Operator, date of inspection; VIN of the vehicle inspected; identification of the equipment, systems and devices inspected and deficiencies and defects found, and corrective actions for those deficiencies or defects, and date of completion of corrective actions. An individual who is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing a safety inspection, and who understands the requirements set forth in 14-90, F.A.C., 2004, shall perform the vehicle safety inspections. The individual performing the inspections shall have at least (1) year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge of the type of vehicles operated by the Operator to recognize deficiencies or mechanical defects. Records of annual safety inspections and documentation of any corrective actions shall be maintained for compliance review for a minimum of five (5) years.
- vii) The annual safety inspection shall, at a minimum, include the following:
- Service brakes;
 - Parking brakes;
 - Wiring and battery(ies)
 - Tires and wheels;
 - Steering system;
 - Horn;
 - Lighting systems and signaling devices;
 - Windshield wipers;
 - Mirrors;
 - Warning devices;
 - Directional signals;
 - Hazard warning signals;
 - Doors and interlock devices;

- Exhaust system;
 - Suspension system;
 - Seat belts;
 - Equipment for transporting wheelchairs; and
 - Safety and emergency equipment.
- viii) Operator shall maintain a log detailing a daily inspection or test of the following parts and devices to ascertain that they are in safe condition and in good working order:
- Service brakes;
 - Parking brakes;
 - Tires and wheels;
 - Steering;
 - Horn;
 - Lights;
 - Windshield wipers;
 - Rear vision mirrors;
 - Passenger doors and seats;
 - Exhaust system;
 - Equipment for transporting wheelchairs; and
 - Safety, security, and emergency equipment.
- ix) Any other records LGTC is required to collect from Provider pursuant to the Client Contract.

Provider must also establish and maintain a system for managing the records and related information set forth in Exhibit C. Provider must furnish such records to LGTC, the Client or its agents upon three days' notice.

- n) Accidents or Incidents. Provider shall inform LGTC immediately of any vehicle collision or accident that occurs while a vehicle operated by Provider is in route for a LGTC assigned trip whether or not a Participant is in the vehicle at the time of the collision or accident. Provider shall also inform LGTC immediately of any incident resulting in injury to a Participant, driver or other passenger; any moving violation that occurs while delivering services under this Agreement, and any other incident involving a Participant that could result in liability to Provider or LGTC. The Provider shall file a written report with LGTC within three (3) working days of any accident, incidents, or moving violation and shall cooperate with LGTC and the Client during any ensuing investigation. Provider shall include a copy of any police reports and tickets/summons with its written report as supporting documentation.
- o) Independent Contractor. 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, and for compliance with any applicable ordinances, regulations, rules, statutes, or other laws applicable to the services provided by Provider under this Agreement. By executing this Agreement, Provider certifies that it is in compliance, and will remain in compliance, will all applicable employment-related statutes, regulations, rules, ordinances, or other laws, including but not limited to applicable Living Wage laws.

p) Liquidated Damages. Provider agrees that failure to perform services in conformance with this Agreement may cause LGTC to be damaged in amounts that will be difficult or impossible to determine. Therefore, Provider agrees that the sums set forth in Exhibit A are reasonable as liquidated damages for the specified occurrences. Provider further agrees 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. Provider shall pay to LogistiCare on demand for each such failure the liquidated damages set forth in Exhibit A.

q) Term and Termination.

i. Term. The term of this Agreement shall be one year from the effective date set forth on the signature page. It shall automatically renew for successive one (1) year terms unless either party shall give notice of termination 45 days prior to the last day of any term. In addition, either party may terminate this Agreement without cause upon 60 days written notice. Either party may terminate this Agreement upon 45 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, or other misconduct, including but not limited to, falsifying trip logs or billing invoices, paying or offering to pay kickbacks to a Participant(s), or engaging in threatening verbal or physical conduct toward a Participant(s) or LGTC staff. Provider also acknowledges that LGTC may terminate this Agreement immediately if so directed by Client.

ii. Minimum Trips. Provider agrees that this Agreement does not guarantee a minimum number of trips to be assigned from LGTC, and that actual trip volume can vary. Provider also agrees that in the event that no trips are assigned from LGTC that this Agreement will remain in force and that Provider will accept such occasional trips as may be assigned. If Provider is not regularly assigned trips and wishes to terminate this Agreement, then Provider must terminate this agreement by providing aforesaid notice to LGTC.

iii. Specific Provision #1. 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. Either party exercising its rights under this provision must do so by written notice.

- iv. **Specific Provision #2.** Provider acknowledges that LGTC is prohibited from establishing or maintaining service agreements with a Provider who has committed fraud against a state or federal agency or has been suspended, terminated or barred from participation in the Medical Assistance Program. Provider acknowledges that LGTC is required by the Client Contract to terminate a service agreement with a Provider that habitually provides substandard performance, as determined by the Client, or with a Provider that has failed to take satisfactory corrective action within a reasonable time period not to exceed 30 days from the date of notice of the unacceptable performance. Provider acknowledges that Client reserves the right to direct LGTC to terminate any service agreement with a Provider when the Client determines it to be in the best interest of its program.
 - v. **Specific Provision #3.** 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.
- r) **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, such consent will not be unreasonably withheld. 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.
- s) **Additional Provisions.**
- i. **Governing Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of Florida, without giving effect to principles of conflicts of law. The venue shall be in the State Courts of Okaloosa County, Florida, or in a Florida Federal Court of competent jurisdiction.
 - ii. **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.
 - iii. **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 or is terminated from his or her position with the other party
 - vi. **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, or as otherwise specifically provided for herein.

Provider agrees to sign and abide by any subsequent agreements with respect to confidentiality as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. 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.

- vii. 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 third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses as appropriate, or to such other addresses as the parties may hereafter designate upon five (5) business days written notice to the other party.

to LGTC at:

LogistiCare Solutions, LLC
1275 Peachtree Street, 6th Floor
Atlanta, Georgia 30309
Attn: Chief Operations Officer

to Provider at:

Okaloosa County
600 Transit Way
Fort Walton Beach, FL 32547
Attn: Transit Coordinator/Grants Manager

and copy to:

Maruti Fleet & Management
600 Transit Way
Fort Walton Beach, FL 32547
Attn: Program Manager

- viii. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties.
- ix. Client Amendment. This Agreement is subject to approval by the Client. In the event that the Client at any time requires modifications to this Agreement, the parties hereto 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.
- x. Dispute Resolution and Arbitration. If a dispute arises out of or relating to this

Agreement, or a breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to attempt to settle the dispute by mediation. Litigation may not be commenced until after mediation has been declared an impasse by the mediator or terminated in writing by one or both of the parties. Each party shall bear its own costs and expenses and an equal share of the mediator's fees and other administrative fees related to the mediation. The provisions of this Section shall survive the termination of this Agreement.

- xi. Severability. If any provision of this Agreement is held invalid by law, rule, order or regulation of any relevant government, or by the final determination of a court of last resort, such invalidity shall not effect (a) the other provisions of this Agreement; (b) the application of such provision to any other circumstances other than that with respect to which this Agreement was found to be unenforceable, or (c) the validity or enforceability of this Agreement as a whole. The parties hereto agree to negotiate in good faith to replace any provision found to be unenforceable so that the economic effects of this Agreement for each party remain the same.
- xii. 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.
- xiii. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understanding regarding the same subject matter. The parties have not created and do not intend to create by this Agreement any enforceable rights in any third party under this Agreement, including, but without limitation, Members and Vendors. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement.

EXECUTION PAGE FOLLOWS

TRANSPORTATION AGREEMENT SIGNATURE PAGE

The Effective Date of this Agreement is retroactive to October 1, 2015.

LOGISTICARE SOLUTIONS, LLC

EFFECTIVE DATE: October 1, 2015

Signature: *Alberto Cortez*

Printed Name: Albert Cortez

Title: CAO

PROVIDER

Okaloosa County, a political subdivision of the State of Florida

Date: 4/7/16

Signature: *Charles K. Windes, Jr.*

Printed Name: Charles K. Windes, Jr.

Title: Chairman

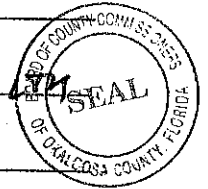


EXHIBIT A

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 at least 30 days in advance of any liquidated damages that will be imposed, during which time the Provider will have the opportunity to correct any performance issues that can be corrected. Provider agrees that it will cooperate fully with LGTC to discuss and agree to appropriate corrective action plans. 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 utilized 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 and 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".

Liquidated Damages:

\$100 per calendar day or part thereof that Provider operates in violation of this requirement, or operates a vehicle in violation of this requirement, not to exceed \$2,500 per month per occurrence.

Requirement:

Any driver who is found not to be in compliance with the terms of this Agreement or the Client Contract, or who is not registered with LGTC must be immediately removed from driving under this contract.

Liquidated Damages:

\$100 per calendar day or any part thereof in which a driver who is non-compliant with terms of this Agreement and/or the Brokerage Contract is allowed to drive under this Agreement, not to exceed \$2,500 per month per occurrence.

Requirement:

Any driver who receives two substantiated complaints in a 90-day period must be removed from driving under this Agreement or enter a retraining program. If a driver receives four substantiated complaints within a twelve-month time period, he/she must be permanently removed from driving under this Agreement.

Liquidated Damages:

\$100 dollars per calendar day or any part thereof in which such a driver is allowed to drive under this contract before retraining or dismissal, not to exceed \$2,500 per month per occurrence.

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.

Requirement:

Provider must submit reroutes within 24 hours of receipt for advance notice trip reservations (i.e., received by Provider at least 36 hours prior to the scheduled pick up time).

Liquidated Damages:

\$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.

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.

Requirement:

Provider must pick up Medicaid Participants at the scheduled pick-up time.

Liquidated Damages:

\$10 per occurrence where vehicle arrives more than thirty (30) minutes after the scheduled pick-up time.

\$50 per occurrence where the vehicle arrives more than one (1) hour after the scheduled pick-up time.

\$100 per occurrence where the vehicle arrives more than two (2) hours after the scheduled pick-up time.

\$200 per occurrence where the vehicle arrives more than three (3) hours after the scheduled pick-up time.

Requirement:

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

Liquidated Damages:

\$10 per occurrence where Participant is more than 15 minutes late to a scheduled appointment. This provision will be applied if more than 10% of scheduled drop-offs in any given month are late drop-offs. This provision will not apply if the cause of the delay is beyond the control of the Provider.

Requirement:

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

Liquidated Damages:

\$100 for each instance in which arrival at a dialysis clinic for a scheduled dialysis appointment is late by more than 15 minutes. An additional fifty dollars per hour or portion thereof per instance will be assessed for each late arrival that exceeds one hour, to a maximum of two hundred fifty dollars (\$250) per trip. This provision will not apply if the cause of the delay is beyond the control of the Provider.

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 10%" 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.

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 bill was submitted as a result of a clerical error.

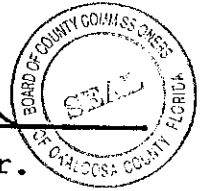
Requirement:

Provider must maintain a valid complaint percentage rate below 0.8% measured monthly. The monthly complaint percentage is calculated by dividing the total valid complaints received by the total assigned to Provider (excluding properly rerouted and properly cancelled trips).

Liquidated Damages:

\$250 if valid complaint percentage rate is 0.8% to 1.0%

\$500 if valid complaint percentage rate is above 1.0%



Charles K. Windes, Jr.

EXHIBIT B Charles K. Windes, Jr.
 to CHAIRMAN, Board of County
 Commissioners

TRANSPORTATION AGREEMENT

RATES, INVOICING AND PAYMENT TERMS

entered into by and between

LOGISTICARE SOLUTIONS, LLC ("LGTC")

and

Okaloosa County ("Provider")

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 shall be paid the lesser of the rates shown in the table below or its actual billed charges. All payments made by LGTC to Provider are inclusive of and constitute billing of 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.

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	\$11.55	\$15.00	\$17.00	\$26.25	\$33.00	\$41.25	\$49.50	\$59.50	\$70.00	\$78.75	\$1.65 per add'l mile
Wheelchair	\$22.80	\$25.80	\$32.50	\$38.25	\$46.00	\$55.00	\$64.50	\$73.50	\$82.00	\$94.50	\$2.15 per add'l mile
Share Ride Ambi	\$8.09	\$10.50	\$11.90	\$18.38	\$23.10	\$28.88	\$34.65	\$41.65	\$49.00	\$55.13	\$1.16 per add'l mile
Share Ride WC	\$15.96	\$18.06	\$22.75	\$26.78	\$32.20	\$38.50	\$45.15	\$51.45	\$57.40	\$66.15	\$1.51 per add'l mile
Stretcher	\$145.00	\$154.00	\$166.00	\$181.00	\$196.00	\$211.00	\$226.00	\$241.00	\$256.00	\$271.00	\$3.00 per add'l mile
Group Ambi	\$8.09	\$10.50	\$11.90	\$18.38	\$23.10	\$28.88	\$34.65	\$41.65	\$49.00	\$55.13	\$1.16 per add'l mile
Group WC	\$15.96	\$18.06	\$22.75	\$26.78	\$32.20	\$38.50	\$45.15	\$51.45	\$57.40	\$66.15	\$1.51 per add'l mile
Basic Life Support	\$136.00 Flat Rate for the first 10 miles. Each additional mile to be paid at \$3.00 In County. Out of County will be \$10.00 per each add'l mile over the county line.										
Adv. Life Support	\$190.00 Flat Rate for the first 10 miles. Each additional mile to be paid at \$3.00 In County. Out of County will be \$10.00 per each add'l mile over the County line.										
Other	Trip received or called after 1800hrs Central standard time for the same day will have a minimum rate of 4 hour paid at the LOS wait time rate. Plus trip cost and wait time if needed. Any other additional assigned										

aw

	trips will be scheduled for the following day.												
PPEC Ambulatory	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PPEC W/C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other	Pre-Approved Wait time Ambulatory \$20.00 an Hour W/C \$30.00 an Hour Stretcher \$75.00 an Hour / Wait time for out County trips to be paid at flat 3 hours L.O.S.												
Other	ALS/BLS rates per ACHA Ambulance transportation services coverage and limitations Handbook. Dated August 20th, 2013												

To determine the payment amount LGTC calculates mileage and Shared Ride Trip status 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. 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.

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 reimbursement for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.**

Cop-Pay

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.

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 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 thirty days of the date the claim was returned to Provider, and will be denied in their entirety if not resubmitted within sixty 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 bill Medicare, the 60-day timeframe shall begin on the date of the denial of the claim by Medicare.

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.

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.

Invoice Requirements

Once per week Provider shall submit to LGTC all completed trip logs pertaining to the previous workweek, including the signatures of the applicable Participants. Improperly completed trip logs 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. Included with each batch of trip logs, Provider shall submit a summary invoice that will include performance information. 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.

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.

Charges Against Invoices

If requested 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 will 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 as a pure pass through cost without additional profit or surcharge applied by LGTC. If Provider leases or otherwise utilizes vehicles and/or vehicle-operating permits supplied by LGTC then the cost of such lease or use shall be deducted from Provider's invoice.

LOGISTICARE SOLUTIONS, LLC

Printed Name: ALBERT CORONA
Title: _____
Signature: *Albert Corona*
Date: 2/16/2016

PROVIDER: Okaloosa County, Florida
Printed Name: Charles K. Windes, Jr.
Title: Chairman
Signature: *Charles K. Windes, Jr.*
Date: 4/7/16

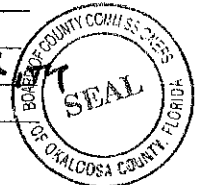


EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

Provider Name: Okaloosa County, a political subdivision of the State of Florida

This Subcontractor Business Associate Agreement ("Agreement") is entered into as of April 5 2016, by and between LGTC and Okaloosa County, Florida ("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.

1. 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
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.

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.

1. **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.** To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless LGTC and its Covered Entity Clients from liabilities, damages, losses and costs of any kind whatsoever, including, without limitation, attorney's fees, witness fees, costs of investigation, litigation, dispute resolution, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Subcontractor, its employees, agents or subcontractors in the performance of this Agreement.

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.

BUSINESS ASSOCIATE AGREEMENT SIGNATURE PAGE TO FOLLOW

BUSINESS ASSOCIATE AGREEMENT

SIGNATURE PAGE

LOGISTICARE SOLUTIONS, LLC

SUBCONTRACTOR

Okaloosa County, Florida
(Print or Type Provider Name)

Date: 2/16/2014

Date: 4/7/16

Signature: *Robert Corcoran*

Signature: *Charles K. Windes, Jr.*

Printed Name: ROBERT CORCORAN

Printed Name: Charles K. Windes, Jr.

Title: CAO

Title: Chairman

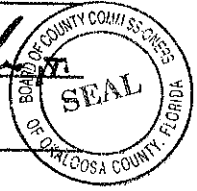


EXHIBIT D

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 of 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 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

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.

II. 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 hereby agrees: (i) that in no event including, but not limited to, non-payment by Health Plan or First Tier Entity, Health Plan's determination that services were not Medically Necessary, Health Plan's or First Tier Entity's insolvency, or breach of the agreement between Provider and First Tier Entity that is the subject hereof or the agreement between First Tier Entity and Health Plan, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare beneficiary for amounts that are the legal obligation of Health Plan and/or First Tier Entity; and (ii) that Medicare beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. Provider further agrees that this provision (a) shall be construed for the benefit of Medicare beneficiaries; (b) shall survive the termination of the agreements between Provider and First Tier Entity and First Tier Entity and Health Plan regardless of the cause giving rise to such termination; and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Medicare beneficiaries, or persons acting on behalf of a Medicare beneficiary. [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 K are not applicable to NET services.

Provider is Okaloosa County, Florida, which is a political subdivision of the State of Florida in accordance with the Florida Constitution and not a corporate entity. Therefore, these forms are not applicable to the County as a local governing body.

Part A: Disclosure of Ownership and Control
 (Required by 42 C.F.R. §455.104)

Name of Provider: Okaloosa County, Florida

- List the name, address, social security number, and date of birth for each person with an ownership or control interest of 5% or more in the above named entity.

Name	Address	SSN	Date of Birth	Percent of Interest
N/A	N/A	N/A	N/A	N/A

- Indicate whether any of the persons identified above are related to another listed above as a spouse, parent, child or sibling.

Name	Name	Relationship
N/A	N/A	N/A

- Does any person listed in response to #1 above also have an ownership or control interest in another entity which is required to report ownership or control interest? If yes, identify the person and the name of the other entity.

Name	Name of Other Entity
N/A	N/A

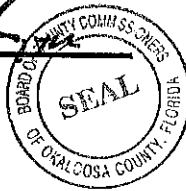
4. The name, address, date of birth, and Social Security Number of any managing employee. "Managing employee" includes general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation.

Name	Address	SSN	Date of Birth
N/A	N/A	N/A	N/A

By signing this form, I certify that the information provided is true and correct. I will notify LogistiCare Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: Charles K. Windes, Jr. Title: Chairman
 (print or type) (print or type)

Signature: *Charles K. Windes, Jr.* Date: 4/2/16



PROVIDER IS OKALOOSA COUNTY, FLORIDA, WHICH IS A POLITICAL SUBDIVISION OF the State of Florida in accordance with the Florida Constitution and not a corporate entity. Therefore, these forms are not applicable to the County as a local governing body.

Text of 42 C.F.R. §455.104

§ 455.104 Disclosure by Medicaid providers and fiscal agents: Information on ownership and control.

(a) *Who must provide disclosures.* The Medicaid agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.

(b) *What disclosures must be provided.* The Medicaid agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:

(1)(i) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

(ii) Date of birth and Social Security Number (in the case of an individual).

(iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest.

(2) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

(3) The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

(4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) *When the disclosures must be provided.*

(1) *Disclosures from providers or disclosing entities.* Disclosure from any provider or disclosing entity is due at any of the following times:

(i) Upon the provider or disclosing entity submitting the provider application.

(ii) Upon the provider or disclosing entity executing the provider agreement.

(iii) Upon request of the Medicaid agency during the re-validation of enrollment process under § 455.414.

(iv) Within 35 days after any change in ownership of the disclosing entity.

(2) *Disclosures from fiscal agents.* Disclosures from fiscal agents are due at any of the following times:

(i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.

(ii) Upon the fiscal agent executing the contract with the State.

(iii) Upon renewal or extension of the contract.

(iv) Within 35 days after any change in ownership of the fiscal agent.

(3) *Disclosures from managed care entities.* Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

(i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.

(ii) Upon the managed care entity executing the contract with the State.

(iii) Upon renewal or extension of the contract.

(iv) Within 35 days after any change in ownership of the managed care entity.

(4) *Disclosures from PCCMs.* PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

(d) *To whom must the disclosures be provided.* All disclosures must be provided to the Medicaid agency.

(e) *Consequences for failure to provide required disclosures.* Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

[76 FR 5967, Feb. 2, 2011]

Provider is Okaloosa County, Florida, which is a political subdivision of the State of Florida in accordance with the Florida Constitution and not a corporate entity. Therefore, these forms are not applicable to the County as a local governing body.

Part B: Disclosure of Convictions
(Required by 42 C.F.R. § 455.106)

Name of Provider: Okaloosa County, Florida

List the name and address of each person with an ownership or control interest of 5% or more in the above named entity, or is an agent or managing employee of the above named entity,

and

has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

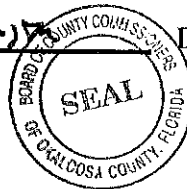
(NOTE: "Agent or managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.)

Name	Relationship to Provider	Date of Conviction
N/A	N/A	N/A

By signing this form, I certify that the information provided is true and correct. I will notify LogistiCare Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: Charles K. Windes, Jr. Title: Chairman
(print or type) (print or type)

Signature: *Charles K. Windes, Jr.* Date: 4/7/16



Text of 42 C.F.R. §455.106

§ 455.106 Disclosure by providers: Information on persons convicted of crimes.

(a) *Information that must be disclosed.* Before the Medicaid agency enters into or renews a provider agreement, or at any time upon written request by the Medicaid agency, the provider must disclose to the Medicaid agency the identity of any person who:

(1) Has ownership or control interest in the provider, or is an agent or managing employee of the provider; and

(2) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

(b) *Notification to Inspector General.* (1) The Medicaid agency must notify the Inspector General of the Department of any disclosures made under paragraph (a) of this section within 20 working days from the date it receives the information.

(2) The agency must also promptly notify the Inspector General of the Department of any action it takes on the provider's application for participation in the program.

(c) *Denial or termination of provider participation.* (1) The Medicaid agency may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX Services Program.

(2) The Medicaid agency may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure required under paragraph (a) of this section.

provider is Okaloosa County, Florida, which is a political subdivision of the State of Florida in accordance with the Florida Constitution and not a corporate entity. Therefore, these forms are not applicable to the County as a local governing body.

Part C: Disclosure of Business Transactions
(Required by 42 C.F.R. § 455.105)

TO BE COMPLETED UPON REQUEST

Name of Provider: Okaloosa County, Florida

INSTRUCTIONS: Answer questions 1 and 2 and submit the requested information, if applicable, to LogistiCare no more than 35 calendar days from the date on the cover letter enclosed with this form.

In compliance with 42 CFR §455.105, LogistiCare will provide the information obtained from this form to Health Plans and/or State Medicaid agencies in compliance with its contractual obligations. LogistiCare also is obligated to report the names of all providers who failed to complete this Disclosure Form to the applicable State Medicaid Agency or Health Plan. LogistiCare may refuse to enter into a contract and may suspend or terminate an existing provider agreement if the provider fails to disclose the information required below.

1. Have you, as the provider, had any business transactions with any subcontractor totaling more than \$25,000 during the previous twelve (12) month period (12 month period ending as of the date on this request)? Yes No

If *No*, you may skip to question #2. If *Yes*, list the direct or indirect ownership of any subcontractor with whom you as the provider has had business transactions totaling more than \$25,000 during the previous twelve (12) month period (12 month period ending as of the date on this request). Attach as separate sheet if necessary.

Name and business address of Subcontractor	Provide One of the Following for the Subcontractor: SSN/EIN/TIN	Name and Address of the Owner of the Subcontractor (First/Middle/Last)	Transaction Amount
N/A	N/A	N/A	N/A

2. Have you, as the provider, had any significant business transactions with any wholly owned supplier or subcontractor totaling more than \$25,000 during the previous five (5) year period (5 year period ending as the date on this request)? Yes No

If *No*, you may skip this section. If *Yes*, please provide the information below for any significant business transactions between you as the provider and any wholly owned supplier, or between you as the provider and any subcontractor, during the last five (5) year period (5 year period ending as of the date of this request). Attach separate sheet if necessary.

“Subcontractor” means:

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

“Supplier” means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

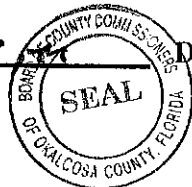
“Significant business transaction” means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$ 25,000 and 5 percent of a provider’s total operating expenses.

Name and Business Address of Wholly Owned Supplier or Subcontractor	Provide One of the Following for the Wholly Owned Supplier or Subcontractor: SSN/EIN/TIN	Name and Address of the Owner of the Wholly Owned Supplier or Subcontractor (First/Middle/Last)	Transaction Amount
N/A	N/A	N/A	N/A

By signing this form, I certify that the information provided is true and correct. I will notify LogistiCare Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: Charles K. Windes, Jr. Title: Chairman
(print or type) (print or type)

Signature: *Charles K. Windes* Date: 4/7/14



Text of 42 C.F.R. §455.105

§ 455.105 Disclosure by providers: Information related to business transactions.

(a) *Provider agreements.* A Medicaid agency must enter into an agreement with each provider under which the provider agrees to furnish to it or to the Secretary on request, information related to business transactions in accordance with paragraph (b) of this section.

(b) *Information that must be submitted.* A provider must submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about—

(1) The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

(2) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

(c) *Denial of Federal financial participation (FFP).* (1) FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary or the Medicaid agency under paragraph (b) of this section or under § 420.205 of this chapter (Medicare requirements for disclosure).

(2) FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the Secretary or the Medicaid agency and ending on the day before the date on which the information was supplied.

NOTE: See 42 C.F.R. §101 for definitions of subcontractor, supplier and significant business transaction.

Non-Emergency Medical Transportation Account Setup Agreement

INFORMATION COVER SHEET

- **ALL Transportation Providers must execute the Account Setup Agreement in order to receive payments for transportation services rendered by the provider.**
- **The terms of the Transportation Agreement shall supersede any contrary provision of this Account Setup Agreement.**
- **The Account Setup Agreement includes the following major provisions:**
 - Federal Tax ID#, or other identifying information for the Transportation Provider
 - Certification and documentation by the Transportation Provider that it meets all Federal, State and Local qualifications, credentials, and licensure to perform non-emergency medical transportation services
 - Process and time period for submission and payment of claims
 - Passenger information obtained by the Transportation Provider is subject to confidentiality provisions of the Health Information Portability and Accountability Act
 - Transportation service and billing records are subject to Medicaid and/or Medicare audit and inspection
 - Transportation Provider is an independent contractor and is neither an employee nor agent of LogistiCare
- **Note: This information cover sheet is included as an information aid only and IS NOT a part of the Account Setup Agreement.**

Non-Emergency Medical Transportation Account Setup Agreement

Based upon the following recitals, the sufficiency of which is hereby acknowledged, LogistiCare Solutions, LLC ("LGTC") and Okaloosa County, Florida ("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: Okaloosa County, a political subdivision of Florida
Address: 1250 N. Eglin Parkway
Address: Shalimar, FL 32579
Contact Name: Janet Willis
F.E.I.# or SS#: 59-6000765 Phone #: (850) 609-7003

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 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.
- c) 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.
- d) 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.
- e) 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 with 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 (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.

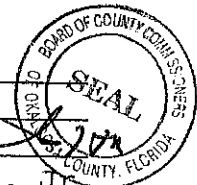
8.1 In the event funding of the NET program from the State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately upon written notification to 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
Effective Date: 02/16/2016
Signature: [Signature]
Printed Name: ALBERT CONTRA
Title: CAO

PROVIDER: Okaloosa County, Florida
Date: 4/7/16
Signature: [Signature]
Printed Name: Charles K. Windes, Jr.
Title: Chairman



Internal Use Only
GL Code: _____ Set up in AP: Y N By: _____

LogistiCare

LOGISTICARE INSURANCE CREDENTIALING CHECKLIST

Provider Name: Okaloosa County Board of County Commissioners

Insurance Certificate on file? Yes No

A current copy of your **Insurance Certificate** needs to be submitted along with the information below:

CREDENTIALING TYPE	EXPIRATION DATE	AMOUNT	VERIFIED BY	COMMENTS
General Liability Coverage (\$300,000)	10/01/16	1,000,000	JO.	
Coverage for Contractual Liability-Occurrence based (not claims made)	10/01/16	1,000,000	JO.	
Additional Coverage of Sexual Abuse and Molestation - (\$500,000.00)			JO	
Workers Compensation	10/01/16	500,000	JO	
Automobile Liability/Any Auto or symbols 2, 8 & 9 must be selected as part of coverage unless otherwise approved by SVP.-((\$300,000) Ambulances - (\$1,000,000)	10/01/16	1,000,000	JO.	
LogistiCare Solutions, LLC (see below for Additional Insured language.)			JO	
"LogistiCare Solutions, LLC and _____ are included as Additional Insured with regard to commercial General Liability and Auto Liability policies as required by written contract. General Liability coverage includes blanket contractual liabilities and sexual abuse and molestation".				
LogistiCare Certificate Holder			JO	

Additional Comments: _____

CERTIFICATE OF COVERAGE

ISSUED ON: 9/30/2015

M

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL1 0461046 15-06

COVERAGE PERIOD: 10/1/2015 TO 10/1/2016 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Logisticare Solutions, LLC
1275 Peachtree Street
Atlanta, GA 30309

Designated Member
Okaloosa County BOCC
601-A North Pearl Street
Crestview, FL 32526

LIABILITY COVERAGE

- X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
 - Limit \$1,000,000 \$100,000 SIR
 - Public Officials Liability
 - Limit
 - Employment Practices Liability
 - Limit
- X Employee Benefits Liability
 - Limit \$1,000,000 \$100,000 SIR
- X Law Enforcement Liability
 - Limit \$1,000,000 \$100,000 SIR

WORKERS' COMPENSATION COVERAGE

- X Self Insured Workers' Compensation
 - \$500,000 Self Insured Retention
- X Statutory Workers' Compensation
- X Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate Disease

PROPERTY COVERAGE

- Buildings & Personal Property
 - Limit
 - Note: See coverage agreement for details on wind, flood, and other deductibles.
- Rented, Borrowed and Leased Equipment
 - Limit
- All other Inland Marine
 - Limit

AUTOMOBILE COVERAGE

- Automobile Liability
 - Limit \$1,000,000 \$50,000 SIR
 - X All Owned Specifically Described Autos
 - X Hired Autos
 - X Non-Owned Autos
- Automobile Physical Damage
 - X Comprehensive See Schedule for Deductible
 - X Collision See Schedule for Deductible
 - X Hired Auto with limit of \$33,000
- Garage Keepers
 - Liability Limit
 - Liability Deductible
 - Comprehensive Deductible
 - Collision Deductible

CRIME COVERAGE

- Employee Dishonesty
- Forgery or Alteration
- Theft Disappearance & Destruction
- Computer Fraud

NOTE: The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

Description of Operations/ Locations/ Vehicles/Special items:

Certificate Holder is listed as an additional covered party per the attached PGIT 902 Form.

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-9455

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Producer
Public Risk Insurance Agency
P. O. Box 2416
Daytona Beach, FL 32116

AUTHORIZED REPRESENTATIVE

PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**
SECTION I - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**
SECTION II - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**
SECTION II - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.

Return to: LogistiCare Solutions, LLC
8600 NW 36th Street, Suite 600
Doral, FL 33166
Phone: 800-698-8457 Fax: 305-471-0443



**DISABLED WOMEN MINORITY BUSINESS ENTERPRISE (DWMBE)
QUESTIONNAIRE**

Company Name: Okaloosa County, political subdivision of Florida Date: 01/06/2016

A **SMALL BUSINESS ENTERPRISE (SBE)** is any corporation, partnership, sole proprietorship, individual, or other business enterprise operating for profit with 100 employees or fewer, including employees employed in any subsidiary or affiliated corporation which otherwise meets the requirements of the federal small business innovation research program, except for the limitation regarding a maximum number of company employees.

Does your company qualify as a **SMALL BUSINESS ENTERPRISE**? Yes No

Is your company certified as a **SMALL BUSINESS ENTERPRISE**? *Yes No

*(*If yes, please attach certificate)*

A **WOMAN BUSINESS ENTERPRISE (WBE)** is at least 51% owned by a woman or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any enterprise that is approved or certified as such for purposes of participation in the contracts subject to minority business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a **WOMAN BUSINESS ENTERPRISE**? Yes No

Is your company certified as a **WOMAN BUSINESS ENTERPRISE**? *Yes No

*(*If yes, please attach certificate)*

A **MINORITY BUSINESS ENTERPRISE (MBE)** is at least 51% owned by minority group members, or in the case of a publicly owned enterprise a business enterprise that is approved or certified as such for purposes of participation in the contracts subject to women owned business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a **MINORITY BUSINESS ENTERPRISE**? Yes No

Is your company certified as a **MINORITY BUSINESS ENTERPRISE**? *Yes No

*(*If yes, please attach certificate)*

LogistiCare

A **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)** meets all of the following:

1. The business is at least 51 percent owned by one or more disabled veterans, or in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
2. One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
3. A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.

Does your company qualify as a **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**?

Yes ___ No

Is your company certified as a **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**?

*Yes ___ No

*(*If yes, please attach certificate)*

A **VETERAN BUSINESS ENTERPRISE (VBE)** is at least 51% owned by a veteran or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by veterans; or any enterprise that is approved or certified as such for purposes of participation in the contracts subject to minority business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a **VETERAN BUSINESS ENTERPRISE (VBE)**? Yes ___ No

Is your company certified as a **VETERAN BUSINESS ENTERPRISE (VBE)**? *Yes ___ No

*(*If yes, please attach certificate)*

A **DISABLED BUSINESS ENTERPRISE (@BE)** is at least 51% owned by a disabled person, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by disabled persons; or any enterprise that is approved or certified as such for purposes of participation in the contracts subject to minority business enterprise requirements involving federal programs and federal funds.

Does your company qualify as a **DISABLED BUSINESS ENTERPRISE (DBE)**? Yes ___ No

Is your company certified as a **DISABLED BUSINESS ENTERPRISE (DBE)**? *Yes ___ No

*(*If yes, please attach certificate)*



Return to:
 LogistiCare Solutions, LLC
 Transportation Network Development
 8600 NW 36th Street, Ste 600
 Doral, FL 33166
 Phone (800) 698-8457/ Fax (305) 471-0443

LOGISTICARE PROVIDER NETWORK QUESTIONNAIRE

Please provide all the requested information to the best of your ability via fax **AND** mail the original.
 If you need more space, please write on the back or attach a separate sheet. Thank you.

COMPANY CONTACT INFORMATION

COMPANY NAME: Okaloosa County, a political subdivision of the State of Florida
 STREET ADDRESS: 1250 North Eglin Parkway
 MAILING ADDRESS: _____
 CITY: Shalimar STATE: FL ZIP CODE: 32579
 PHONE: 850-609-7003 FAX: _____
 EMAIL: jwillis@co.okaloosa.fl.us WEB SITE: www.co.okaloosa.fl.us

Which of the following best describes your company? Private ___ Not for Profit ___ Taxi ___ Transit Agency
 Human Services Agency ___ Agency on Aging ___ Faith Based Organization ___

NAME OF PERSON AUTHORIZED TO ENTER COMPANY INTO CONTRACTUAL OBLIGATIONS:

NAME: Charles K. Windes, Jr. TITLE: Chairman
 PHONE #: 850-651-7105 FAX: _____ EMAIL: _____

BASIC OPERATIONS INFORMATION

In what State do you operate? Florida, but will transport clients to other states as required and if capacity permits.

How many total vehicles do you operate in the state? 33 paratransit vehicles

How many vehicles do you operate per county by type (Total must equal number above)? Please fill below:

County	Sedan - Non Taxi	Taxi	Mini Van	Full Size Van	ADA Wheelchair Van	Non-emergency Stretcher/Gurney	BLS Ambulance	ALS Ambulance	Other (please specify)
Please complete with number of vehicles by type in each county									
Okaloosa		5	3		2				23

How many drivers do you employ? 43 How many office personnel? 13 How many other? 1

Please describe your hours of operation:

Day	Hours of Operation	
	From:	To:
Monday	0500	2400
Tuesday	0500	2400
Wednesday	0500	2400
Thursday	0500	2400
Friday	0500	2400
Saturday	0500	2400
Sunday	0500	2400

What type of 2-way communication system do you use to talk to your drivers? Push to talk phones

Please describe your routing and dispatch technology and procedures: Trapeze scheduling software, produces driver manifest.

Please describe your vehicle insurance coverage limits: See attached

MEDICAL TRANSPORTATION EXPERIENCE

Do you currently provide Non-Emergency Medical Transportation (NEMT) Services? Yes

Please list all local, state or other permits or licenses you hold. _____

Are you licensed as an ambulance service? No

Have you ever been terminated from a State/Federal program or convicted of Medicaid/Medicare fraud? No

Approximately how many *WEEKLY* one-way MEDICAL trips do you currently provide? 1500 Other? 6500

If you would like to increase this amount, what number of *weekly one-way* trips would you like to provide? 2000 medical

How many additional vehicles would you need to manage that level of operation? none

Are you able to offer services in a language other than English? If yes, please indicate the language: limited Spanish

If you currently provide NEMT services, please list the facilities you currently serve. (Attach separate list if needed)

This data can be pulled from existing trips provided to LogistiCare data files

DRIVER MANAGEMENT

Please describe your driver hiring and screening process: We meet all LogistiCare and 14-90 requirements

Please describe your driver training and evaluation process: two week training program to include on the road training. Training programs include TAPTCO, PASS and 1st Aid/CPR. Currently meet all LogistiCare requirements.

QUALITY ASSURANCE PROGRAM

What steps do you take to monitor and ensure the timeliness, safety, and sensitivity of your transportation services?
 We monitor timeliness by monitoring our on-time performance data and adhering to a strict goal. Safety is monitoring by proper training and ensuring drivers exercise and adhere to the training standards and guidelines that meets FDOT and FTA standards. Complaints and suggestions are reviewed regularly by the General Manager as well as the County's Transit Coordinator and acted upon when appropriate.

DWMBE STATUS

If your company qualifies, or is certified as one of the following please check the appropriate box and complete the attached DWMBE questionnaire.

Type	Check	Designation	Ownership Definition
SBE	<input type="checkbox"/>	Small Business Enterprise	Business with less than 500 employees
MBE	<input type="checkbox"/>	Disadvantaged Business	Business with 51% or more certified defined US minority ownership
WBE	<input type="checkbox"/>	Woman Owned Business Enterprise	Business with 51% or more certified woman ownership
VET	<input type="checkbox"/>	Veteran Business Enterprise	Business 51% or more certified US military veteran owned
DVBE	<input type="checkbox"/>	Disabled Veteran Business Enterprise	Business 51% or more certified disabled US veteran owned
DBE	<input type="checkbox"/>	Disabled Business Enterprise	Business 51% or more certified disabled persons owned

OTHER COMMENTS OR CLARIFICATIONS: Okaloosa County contracts with a private company, Maruti Fleet and Management, LLC, which provides drivers, administration, and other related public transportation services. Maruti Fleet & Mgmt is a certified DBE firm.

COMPLETED BY: ELIOT L. KAMPERT **TITLE:** Director, Growth Management

E MAIL: ekampert@co.okaloosa.fl.us **TELEPHONE:** (850) 651-7180

DATE: 01-13-2016

PLEASE FAX FORM TO 305-471-0443, AND MAIL ORIGINAL ATTENTION: NETWORK DEVELOPMENT
 Email questions Network@logisticare.com



LogistiCare®

AFTER HOURS CONTACT INFORMATION

Please fill out the information below for our records. More than one contact may be listed.

Company Name: Maruti Fleet and Management & Okaloosa County, Florida

Name of contact: Robert Berkstresser

Phone #: (850) 238-2046

Name of contact: Crystal Myers

Phone #: (850) 259-2539

LogistiCare®

LogistiCare Transportation Provider Electronic Data Interchange (EDI) Packet

Dear LogistiCare Transportation Provider:

LogistiCare has opened a secured web site designed to improve and streamline communication between you and LogistiCare. Using the web site, you can print or download your trip list, enter information about trips that you complete for LogistiCare, reroute trips, and enter trips that were not completed or were cancelled. You may also bill LogistiCare using this site, and if you choose to do so, you can obtain certain performance reports on your drivers and vehicles. Please note that certain billing functions are only available to fully contracted providers with rate and mileage agreements.

Use of the site is strictly voluntary. To utilize the site, you must register with our web site provider, Provado Technologies, LLC. The attached Electronic Data Interchange (EDI) forms must be filled out, signed and forwarded to Provado Technologies. The forms include:

1. Transportation Provider EDI Operational Information Form – use this form to provide your contact information to Provado Technologies and designate the people authorized to sign User Requests.
2. Electronic Data Interchange (EDI) Agreement – this form represents the agreement between you and LogistiCare Solutions, LLC regarding the use of the secured web site.
3. EDI User Form – use this form to add or remove individual users from the system. You are responsible for properly managing your employees' access to the system.

If you are interested in using the site, please print the forms and have them filled out and signed by an authorized individual at your company. **If you are a brand new provider, include originals of these documents with your contracts.** If you are an existing provider, send the originals to Provado Technologies, LLC at the address indicated on the form. **The originals of the first two forms must be sent. Copies will not be accepted.** The EDI User form can be sent via fax.

Notes:

- Providers who work in multiple states but only have one billing / back office address need only sign the EDI Agreement form once but must submit multiple Operational Information sheets (one for each state).
- Providers who work in multiple states and have separate billing / back office addresses must sign the EDI Agreement and Operational Information forms for each state.

LogistiCare Transportation Provider EDI Operational Information

Please Type or Print Clearly

Company Name: Okaloosa County, a political subdivision of the State of Florida
 Mailing Address: 1250 N Eglin Parkway
Shalimar, FL 32579
 Contact Name: Janet Willis
 Job Title: Transit Coordinator and Grants Manager
 Phone Number: (850) 609-7003

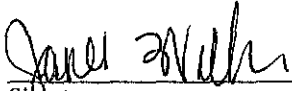
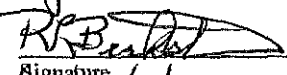
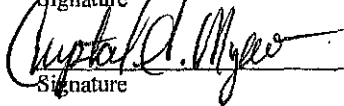
Fax Number: _____

Email Address: jwillis@co.okaloosa.fl.us

LogistiCare Provider Number (Shorthand): B724

Contracted Provider? Yes No

Authorized Signatures: The following authorized signatures will be accepted on User Request forms. If the signature on the User Request form does not match one of the below signatures, the request will be denied.

 _____ Signature	Transit Coordinator _____ Title	Janet Willis _____ Name
 _____ Signature	General Manager _____ Title	Robert Berkstresser _____ Name
 _____ Signature	Assist. Gen. Manager _____ Title	Crystal s. Myers _____ Name

New Providers include signed Originals with your contract documents.

Existing Providers Mail Originals to:

Provado Technologies, LLC.
 Attn: LogistiCare TP Services
 8160 Baymeadows Way West
 Suite 200
 Jacksonville, FL 32256

Electronic Data Interchange (EDI) Agreement for LogistiCare Transportation Providers

This is to certify that Okaloosa County, a political subdivision of the State of Florida of
(Company Name)
1250 N. Eglin Parkway, Shalimar, FL 32579 on
(Street Address) (City) (State) (Zip Code)

the 5th day of April, 2016, agrees to the following conditions for the submission of electronic transactions to LogistiCare Solutions, LLC.

1. The Transportation Provider acknowledges that certain information transmitted under this Agreement may be protected by the Health Insurance Portability and Accountability Act ("HIPAA") and agrees to comply with all relevant requirements of HIPAA and its regulations, including but not limited to:

- Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in connection with performing services for LogistiCare;
- Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- Reporting to LogistiCare any security incident of which it becomes aware;
- Agreeing that this agreement and any other agreement with LogistiCare may be terminated if LogistiCare determines that the Transportation Provider violated a material term of this contract.

2. The Transportation Provider is not to be construed as an agent of LogistiCare Solutions, LLC or Provado Technologies, LLC by virtue of this agreement. This agreement only governs the terms under which the undersigned Transportation Provider may submit electronic transactions while performing services for LogistiCare Solutions, LLC.

3. Access to LogistiCare's secure website may be terminated at any time by LogistiCare Solutions, LLC or Provado Technologies, LLC with or without cause or notice. Providers must ensure that any PC used to access the site is fully up-to-date with all Microsoft operating systems patches and has updated anti-virus software such as Symantec (Norton) or McAfee.

4. The undersigned Transportation Provider agrees to use the system in accordance with the instructions of LogistiCare and understands the intentional entry of invalid or false information is unlawful and may have significant adverse legal repercussions. The Transportation Provider is responsible for ensuring that its employees or agents use the system correctly. Contracted Transportation Providers may be assessed liquidated damages in accordance with their transportation contract with LogistiCare for improper reporting or improper invoicing.

5. Each user of the secured electronic systems must have his or her individual user id and password which is kept confidential. There can be no "shared" logins.

6. The Transportation Provider will promptly notify Provado Technologies by fax of any EDI users who have left the company so their access to electronic systems can be terminated. Promptly is defined as a maximum of 2 business days.

7. This agreement will become effective when executed by both parties and may be amended only in writing similarly executed.

TRANSPORTATION PROVIDER

LOGISTICARE SOLUTIONS, LLC

Okaloosa County, Florida

(Print Name of Company)

Charles K. Windes, Jr.
(Signature of Owner or Official)

Charles K. Windes, Jr.

(Printed Name of Owner or Official)

Chairman

Title of Auth. Representative

4/7/14
Date



Albert Cortina
(Signature of Authorized Representative)

(Signature of Authorized Representative)

Albert Cortina

(Printed Name of Authorized Representative)

CAO

Title of Auth. Representative

2/16/2016
Date

Date

LogistiCare EDI User Form

Please Type or Print Clearly

Date: _____

Provider Name: Okaloosa County, a political subdivision of the State of Florida

Mailing Address: 1250 N Eglin Parkway
Shalimar, FL 32579

Phone Number: (850) 609-7003 Fax Number: _____

LogistiCare Provider Number (Shorthand): 8724

Access: Select one from the left column and one or more from the right column:

Add New User

Inactivate User

Re-activate Existing User Login

Password Reset

LogistiCare TP Web Site

Provado Dispatch and Billing Mgr.

User Last Name: _____

User First Name: _____

User Title: _____

Authorized Signature: _____
(From Operational Information Form)

Fax to: Provado Technologies / Attn: LogistiCare TP Services
Fax Number: 877-637-9094

NOTE: For a new user, this form will be completed by Provado Technologies and faxed back to the fax number provided at the top. Please be sure to supply a fax number where the return fax can be secured until given to the user.

TO BE COMPLETED BY PROVADO TECHNOLOGIES, LLC:

User ID Assigned: _____

Temporary Password: _____

Date Completed: _____

Software User Agreement

WHEREAS, LogistiCare Solutions, LLC (“LogistiCare”) provides, among other things, transportation brokerage for the provision of non-emergency transportation services to eligible recipients; and

WHEREAS, Okaloosa County, a political subdivision of State of Florida (“Provider”) is a transportation company that provides non-emergency transportation services to eligible recipients pursuant to a Transportation Agreement with LogistiCare; and

WHEREAS, Provider wishes to utilize certain software referred to herein as Provado Billing Manager and/or Provado Dispatch Manager software (“Software”), to be made available by LogistiCare, through which Provider may dispatch trips assignments, submit billings, verify or otherwise manage trips performed on behalf of LogistiCare; and

WHEREAS, Provider wishes to enter into this Software User Agreement for the access to such software under the terms and conditions set forth herein;

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

I. DEFINITIONS

(A) “Parties” means LogistiCare and the Provider, collectively.

(B) “Affiliate” includes any corporation or other legal entity (including joint ventures and trusts) controlling, controlled by, or under common control with the Provider through stock ownership or other equity interest, direct or indirect, and all employees, agents, consultants, representatives, successors, heirs and assigns thereof.

(C) A “Third Party” includes a natural person or legal entity, other than LogistiCare, the Provider, or an Authorized User.

(D) “Software Update” is any replacement, modification or upgrade to the Transportation Verification System software. A Software Update includes, but is not limited to a new release, a modified version, help content, a bug fix, or a maintenance release.

(E) “Authorized User” or “User” means a person who has been approved by LogistiCare to use the Software. Such approval to use the Software is obtained via a registration process provided by LogistiCare.

II. RIGHT OF USE AND RESTRICTIONS

(A) Subject to the terms and conditions of this Agreement, LogistiCare grants users a non-transferable, non-assignable, and non-exclusive right during the initial term of the subscription and any Renewal Term, as defined in Section IV, to electronically access and use the Software via the designated LogistiCare websites (hereinafter, “Websites”) solely to manage aspects of health care related transportation, and solely by such number of authorized users who are employees

of the Provider and for whom users have paid the applicable fee, if any. All rights not expressly granted herein are reserved by LogistiCare.

(B) Users are entitled to access any Software Update, as defined herein, that LogistiCare, at its sole discretion, generally makes available to authorized users of the Software. Any Software Update will be considered part of the Software and subject to the terms of this Agreement, unless the Software Update is accompanied by additional terms or a further Agreement that supersedes this Agreement, and in which case the Software Update will be subject to the additional terms or the further Agreement.

(C) Users are not licensed or permitted under this Agreement and users shall

1. not allow any third party to permit an Affiliate to access or attempt to use the Software or access the Websites;

2. not allow any third party to access or attempt to access any other LogistiCare systems, programs or data that are not made available for public use;

3. not allow any third party to copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Websites;

4. not permit any third party to benefit from the use or functionality of the Software or Services via a rental, lease, or other arrangement

5. not allow any third party to transfer any of the rights granted to users under this Agreement;

6. not allow any third party to work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law;

7. not allow any third party to perform or attempt to perform any actions that would directly or indirectly interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by LogistiCare or LogistiCare's other licensees or customers, or impose an unreasonable or disproportionately large load on the Transportation Verification System or LogistiCare's infrastructure, and

8. not allow any third party to use the Software for an unlawful purpose or to otherwise use the Software except as expressly allowed under this Section II.

III. OWNERSHIP

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. LogistiCare and/or its licensor(s) own the title, copyright and other worldwide intellectual property rights in the Software and all copies of the Software. The Software is licensed for

use and is not sold. Provider shall not engage in any activity that infringes or misappropriates the intellectual property rights of LogistiCare or of its licensor(s). This Agreement does not grant Provider or Users any rights to trademarks or service marks of LogistiCare.

IV. SUBSCRIPTION PRICE, PAYMENT

The right to use the Software is provided at no cost to Provider so long as Provider is under contract as a transportation provider to LogistiCare. If Provider's transportation agreement with LogistiCare is terminated for any reason Provider's right to access and use the Software and associated web site will also be terminated.

V. REGISTRATION DATA

Users must complete a registration process to use the Software and Services and must (i) provide accurate, current and complete information (the "Registration Data") as prompted by LogistiCare, and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If Users provide any Registration Data that is inaccurate, not current or incomplete, or if LogistiCare has reasonable grounds to suspect that the data is inaccurate, not current or incomplete, LogistiCare may, in its sole discretion, suspend or terminate User's account and refuse any and all current or future access to and use of the Software or Services (or any portion thereof).

VI. PROVIDER ACCESS INFORMATION AND DATA

(A) Provider and its Authorized Users are solely responsible for (i) maintaining the confidentiality and security of Users' name(s), password(s), and any other security or access information used by Users to access the Software and Services (collectively, "Provider Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that users store or use in or with the Software and Services (collectively, "Data").

(B) Provider is responsible for providing access under the terms of this Agreement to Authorized Users who are Provider's employees, and for ensuring that such Authorized Users comply with this Agreement.

(C) Provider will be responsible for all electronic communications, including Registration Data and other data ("Communications") entered using the Provider Access Information. LogistiCare assumes that any Communications it receives through use of the Provider Access Information were sent or authorized by Users. Provider agrees to immediately notify LogistiCare if it becomes aware of any loss, theft or unauthorized use of any Provider Access Information or Data. LogistiCare reserves the right to deny Users access to the Software or Services (or any part thereof) if LogistiCare reasonably believes that any loss, theft or unauthorized use of Provider Access Information has occurred. Users must inform LogistiCare of, and hereby grants to LogistiCare permission to use, Provider Access Information to enable LogistiCare to provide the Services to Users, including updating and maintaining Data, addressing errors or service

interruptions, and to enhance the types of data and services LogistiCare may provide in the future.

VII. SUPPORT SERVICES

The Services provided by LogistiCare under this Agreement may include support services related to the Software ("Support Services"), such as an online knowledge base and other documentation, online tutorials, online demonstrations, online slide shows, and an online issue ticketing system. Use of Support Services, if any, is governed by LogistiCare's policies and programs described in any user's manual, in online documentation, and/or in other materials provided by LogistiCare. Any supplemental Software code provided to Users as a part of Support Services will be considered part of the Software and subject to the terms of this Agreement.

VIII. SOFTWARE AND SERVICE MODIFICATIONS AND MAINTENANCE

(A) LogistiCare shall have the right, in its sole discretion, to revise, update, or otherwise modify the Software or Services. LogistiCare will attempt to provide prior notice of such a revision, update or other modification of the Software or Services, but does not guarantee that such notice will be provided. LogistiCare reserves the right to make such a revision, update or other modification to the Software or Services effective immediately and without prior notice to maintain the security of the Transportation Verification System or to comply with any laws or regulations. Users continued use of the Software or Services will constitute Provider's acceptance of and agreement to such revision, update or other modification.

(B) LogistiCare may, from time to time, perform maintenance upon the Software or Services resulting in interrupted service, delays or errors in the Software or Services. LogistiCare will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

IX. THIRD PARTY SERVICES

In connection with Provider's use of the Software, Users may be made aware of services, products, offers and promotions provided by third parties, and not by LogistiCare ("Third Party Services"). If Users decide to use Third Party Services, Users and Provider are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. Provider agrees that the third party, and not LogistiCare, is responsible for the performance of the Third Party Services.

X. THIRD PARTY WEBSITES

The Software may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under the control of LogistiCare. LogistiCare is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. LogistiCare does not review, approve, monitor, endorse,

warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Software or Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by LogistiCare of any information contained in any Third Party Website. In no event will LogistiCare be responsible for the information contained in such Third Party Website or for Users use of or inability to use such website. Access to any Third Party Website is at Provider's own risk, and Provider acknowledges and understands that linked Third Party Websites may contain terms and privacy policies that are different from those of LogistiCare. LogistiCare is not responsible for such provisions, and expressly disclaims any liability for them.

XI. HIPAA COMPLIANCE

The Software and Services provide features for managing health care related transportation in a manner that complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Provider agrees to use the Software and Services in a manner consistent with HIPAA and all applicable federal and state privacy laws relating to medical or health information.

XII. TERM AND TERMINATION

(A) This Agreement shall have a term of one year from the date of execution by LogistiCare and will automatically renew for successive one year terms. This Agreement shall terminate automatically without notice or action of either Party at such time as Provider's Transportation Agreement with LogistiCare Solutions, LLC is terminated. LogistiCare reserves the right, in its sole discretion, to terminate Users access to the Software and Services or any portion thereof at any time, without notice. Upon termination, users must immediately cease using the Software and Services. Any termination of this Agreement shall not affect LogistiCare's rights hereunder. Further, Provider agrees that upon termination of this Agreement as provided in this Section XII or cancellation of the subscription by users in accordance with Section IV, LogistiCare shall not be liable to Provider, Users or any third party for any termination of access to the Software or Services.

(B) In addition to its other rights of termination, LogistiCare shall have the right to terminate this Agreement and the right of use granted herein in the event the Provider (i) ceases conducting business in the normal course; (ii) initiates proceedings for the liquidation or winding up of the Provider's business or for the termination of its corporate charter; (iii) becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors; (iv) is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (v) becomes the subject of any involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (vi) is liquidated or dissolved; (vii) is

adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or (viii) becomes subject to direct control by a receiver, liquidator, trustee, or assignee in bankruptcy or insolvency.

(C) Provider may terminate this Agreement at any time by providing ten (10) days advance written notice to LogistiCare.

XIII. NONCOMPETITION

(A) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not, directly or indirectly, use the Websites, Software and Services in any manner that would compete or tend to compete with the business of LogistiCare, including but not limited to brokering the provision of health care related transportation, or to otherwise use the Websites, Software and Services for any commercial purpose except strictly in accordance with the terms of this Agreement.

(B) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not write, develop, produce, sell, disseminate, disclose, lecture on, publish an article concerning, or offer a service based on a software application that provides the same, or substantially the same, functionality as the Software, or a substantial portion thereof, without LogistiCare's prior written consent.

(C) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not assist a third party to write, develop, produce, sell, disseminate, disclose, lecture on, publish an article concerning, or offer a service based on a software application that provides the same, or substantially the same, functionality as the Software, or a substantial portion thereof, without LogistiCare's prior written consent.

XIV. COPYRIGHT

(A) All title and copyrights in and to the material and content of the Websites ("Content") (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Software), any accompanying printed materials, and any copies of the Software, are owned by LogistiCare or its suppliers. This Agreement grants users no title to the Content or rights to use the Content.

(B) The Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of LogistiCare, except that users may print out a copy of this Agreement or the Content solely for the intended use of the Software. In doing so, Users may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark or any other proprietary notice or legend appearing on any of the Content.

(C) Provider or Users may not reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide others with the Software in whole or part, or transmit or communicate the Software over a network.

XV. EXPORT RESTRICTIONS

Users may not export, ship, transmit or re-export software in violation of any applicable law or regulation including but not limited to Export Administration Regulations issued by the U.S. Department of Commerce.

XVI. DISCLAIMER OF WARRANTIES

LOGISTICARE AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SERVICES "AS IS", WITH ALL FAULTS, AND ON AN "AS AVAILABLE" BASIS, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, PERFORMANCE, CONDITION OF TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. LOGISTICARE DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, IDENTITY THEFT, THREAT OF HACKERS, OTHER PROGRAM LIMITATIONS, OR THAT THE SOFTWARE OR SERVICES WILL MEET USERS REQUIREMENTS. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND SERVICES IS WITH PROVIDER AND/OR USERS.

XVII. LIMITATION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LOGISTICARE OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, EVEN IF LOGISTICARE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

XVIII. SEVERABILITY

If any portion of this Agreement is adjudicated to be invalid or unenforceable in the governing jurisdiction, the remainder shall remain in full force and effect and shall be enforceable against LogistiCare and Provider, and the invalid or unenforceable portion shall be reformed, if possible, to be as close to the invalid or unenforceable portion as enables said reformed portion to be valid and enforceable, and said reformed portion shall reflect a most favorable interpretation of the invalid or unenforceable portion, both in letter and inferences to the advantage of LogistiCare.

XIX. NO WAIVER

No waiver of any right under this Agreement will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this Agreement.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as agreed in writing by the Parties, such amendment to become effective on the date stipulated in such amendment, unless unilateral amendment is permitted pursuant to Section XXII (C).

XXI. INDEMNIFICATION

(A) Provider hereby agrees to indemnify, defend and hold LogistiCare, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents, contractors, licensors, and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expenses (including attorneys' fees) arising out of, or alleged to arise out of or be in connection with Provider's use of the services under this Agreement or violation of the terms of this Agreement).

(B) Provider further agrees to indemnify and hold LogistiCare, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents, contractors, licensors, and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, arising out of, or alleged to arise out of Users' use of the Software or Services, Users' violation of the terms and conditions in this Agreement, or the infringement by Users, or any other user of the Software or Service using Users' computer, of any intellectual property or other right of any person or entity.

XXII. GENERAL PROVISIONS

(A) This Agreement, including all matters of construction, validity, and performance, will be governed by and construed and enforced in accordance with the laws of the State of Georgia as applied to contracts made, executed, and to be fully performed in such state by citizens of such state, without regard to its conflict of law rules. The Parties agree that the exclusive jurisdiction and venue for any action brought between the Parties under this Agreement will be a court of the State of Georgia in Fulton County, and the Parties further consent to request assignment of the case to the Business Court of Fulton County.

(B) All notices, demands and other communications directed to Provider or Users hereunder shall be sent to the email addresses or U.S. mail addresses

Provider supplies during the registration process. Any notices Provider or Users send to LogistiCare should be sent by email to info@LogistiCare.com, or by regular mail to LogistiCare Solutions, LLC, c/o Provado Technologies, LLC, 8647 Baypine Road, Suite 204, Jacksonville, FL 32256. Notices will be deemed to have been delivered, whether dispatched by email or otherwise, at the time of receipt.

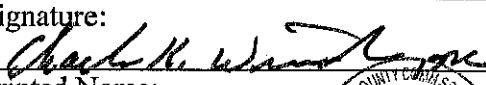
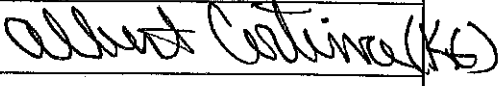
(C) LogistiCare shall have the right to change or add to the terms of use of the Software and Services, (provided that it is not LogistiCare's intent that such change substantially affect the use rights granted to Provider in Section II and for which consideration was paid by Provider or Users) and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means LogistiCare determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any LogistiCare sponsored web site, including but not limited to the Websites. Any use of the Software by Provider or Users after LogistiCare's publication of any such changes shall constitute Provider's acceptance of this Agreement as modified. If Provider does not agree with any amended terms and conditions it may terminate this Agreement by submitting a written termination notice as provided in Section XII (C).

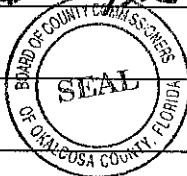
(D) The Section Headings in this Agreement are for convenience and ease of reference only, and shall not be deemed to alter or effect any provision hereof.

(E) Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

(F) Provider attests that the individual signing this Agreement is authorized to execute the Agreement and to bind Provider to the terms herein.

In addition to the foregoing provisions, Provider's authorized subcontractor shall be permitted to utilize the software in accordance with the terms and conditions as set forth above. LGTC: AKG
 Provider: CRW

Provider: Okaloosa County, Florida	LOGISTICARE SOLUTIONS, LLC
Signature: 	Signature: 
Printed Name: Charles K. Windes, Jr.	Printed Name: Albert Cortina
Title: Chairman	Title: Chief Administrative Officer
Date: 4/7/16	Date: March 29, 2016





Transportation Provider Manual

Acknowledgement of Receipt

I, Elliot L. Kampert Growth Mngt Director hereby
(Name) (Title)

acknowledge and that I have received a complete copy of LogistiCare Solutions, LLC's Provider

Manual for my state on behalf of and for/

Okaloosa County, a political subdivision of Florida

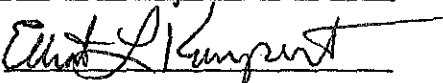
(Legal Name of Transportation Provider)

PROVIDER:

Okaloosa County, Florida

Printed Name: ELLIOT L. KAMPERT

Title: Growth Management Director

Signature: 

Date Received: 1/6/16

AMENDMENT
to the Transportation Agreement
by and between
LogistiCare Solutions, LLC ("LGTC") and

Okaloosa County, a political subdivision of the State of Florida ("Provider")

WHEREAS, LGTC and Provider are parties to a Transportation Agreement ("Agreement");
and

WHEREAS, LGTC and Provider wish to amend the Agreement to modify the credentialing standards for drivers;

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

Section 3 b) i of the Agreement is deleted in its entirety and is replace with the following:

- i) On time performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick-up time or up to thirty (30) minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than thirty (30) minutes after the scheduled pick-up time is considered a "late pick-up". At least 90% of trips performed by Provider in any month shall have on time pick-ups.

The parties agree the Effective Date of this Amendment shall be September 1, 2014.

LOGISTICARE SOLUTIONS, LLC

Printed Name: Albert Cortina
Title: CAO
Signature: Albert Cortina
Date: 2/16/2014

PROVIDER: Okaloosa County, Florida

Printed Name: Charles K. Windes, Jr.
Title: Chairman
Signature: Charles K. Windes, Jr.
Date: 4/17/14





State of Florida

Department of Growth Management

1250 Eglin Parkway N Room 319

Shalimar, FL 32579

Tel. 850-651-7180 Fax 850-651-7706

February 11, 2016

Ms. Linda Ogaza
Logisticare
8600 NW 36th Street
Suite 600
Miami, FL 33166

RE: Attachments for Contract Between Logisticare and Okaloosa County

Dear Ms. Ogaza:

Enclosed for your consideration please find the various attachments that will accompany the above-referenced Contract. Please be advised that, on advice of our County Attorney as well as the Clerk of Court's Finance office, we cannot at this time provide the W-9 form or Electronic Funds Transfer document. When we take the Contract and attachments executed by Logisticare to the Board for authorization, the Board will at that time authorize the release of the W-9 and EFT. Please note that we will need two copies of each document signed by your corporate representative.

Kellie White, Jose Milan, and Kirk Gonzalez have worked closely with us on the contract and the attachments, and I'm sure will be happy to answer any questions you may have. I am also happy to answer any questions I can.

Thank you very much for your time and consideration of this matter. I look forward to receiving the signed documents and getting this to our Board of County Commissioners as soon as possible.

Sincerely,

Elliot L. Kampert, AICP
Growth Management Director

Cc: Kellie White

Provider Web Site and EDI Support

We have set up a contact point at Provado Technologies for questions and concerns about the EDI forms, the site, and user logins.

You can call or email the below contact for the following issues:

- Questions about how to fill out the EDI forms
- Questions on the status of your EDI application
- Questions about user logins
- To report that the web site is down
- To request a copy of the web site Users Guide
- Questions about inactive accounts
- Changes to Operational Information

Please **do not** call the below contact for the following types of issues:

- Questions about your PCs or Internet connection
- Questions about your payments or any billing issues
- Questions about your EFT transfer

Transportation Provider Contact

Phone: 1-904-737-8022 x120

Email: ITproviderEDI@logisticare.com

Notes:

- Support Hours: 8:30 am to 5:00 pm Eastern. Please allow up to 4 business hours for a return call or return email.
- Changes in Operational Information require that you fill out a new Operational Information form.
- If a user login has been inactivated due to a lack of activity, you must send a User Request form to have the login re-activated.

Any issues or questions you have that are not included in the list of approved items for this contact point should be directed to your Regional Manager or Transportation Manager.

LogistiCare

Please mail or fax a copy of the update form and documents to:
 Fax: LGTC Local Fax: (305) 471-0443
 Mail: LogistiCare
 8600 NW 36th Street, Ste 600
 Doral, FL 33166
 Phone: 800-698-8457

VEHICLE UPDATE FORM

For each vehicle, please provide the information listed below. A copy of registration and inspection should also be included as part of the submitted packet.

Provider Company Name: Okaloosa County, Florida

Date: MARCH 27, 2014 Completed by: ELLIOT L. KAMPEL

V.I.N	Add Update Delete	Year	Make	Model	*Type of Vehicle A/W/S	License Plate #	Vehicle Inspection Included?	Current Registration Included?	If Deleting, last day of use
1)									
2)									
3)									
4)									
5)									
6)									
7)									
8)									

* Ambulatory, Wheelchair, or Stretcher

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS Transit Vehicles Inventory Dec. 2015

Para	2014	Cutaway	12	2	No	Chevrolet	1GB6G5BG1E1195495	224939
Para	2014	Cutaway	12	2	No	Chevrolet	1GB6G5BG5E1198531	237528
Para	2012	Cutaway	8	2	No	Chevrolet	1GB3G2BG0B1176918	TC9063
Para	2012	Mini Van	6	0	No	Dodge	2C4RDGCG5CR353759	161879
Para	2014	Mini Van	6	1	No	MOVT	57WMD1A68EM100941 RDGCG1CR353760	TE0986
Para	2012	Mini Van	6	0	No	Dodge	2C4RDGCG3CR353761	167028
Para	2012	Mini Van	6	0	No	Dodge	2C4RDGCG5CR353762	220366
Para	2014	Mini-Van	4	1	No	MOVT	57WMD1A65EM100945	TE1452
Para	2007	Sedan	4	0	No	Ford	3FAHP07187R204915	TA6106
Para	2006	Sedan	4	0	No	Ford	1FAFP53U37A112822	240223
Para	2007	Sedan	4	0	No	Ford	3FAHP07147R204913	TA6105
Para	2007	Sedan	4	0	No	Ford	3FAHP07127R204912	TA6104
Para	2007	Sedan	4	0	No	Ford	3FAHP07167R204914	TA6103
Para	2012	Cutaway	8	2	No	Chevrolet	1GB3G2BG5B1175702	TC9066
Para	2012	Cutaway	12	2	No	Chevrolet	1GB6G5BG0B1177226	TC9064
Para	2012	Cutaway	10	3	No	Chevrolet	1GB6G5BG0B1177596	TC9070
Para	2012	Cutaway	10	3	No	Chevrolet	1GB6G5BG5B1177710	TC9068
Para	2012	Cutaway	8	2	No	Chevrolet	1GB6G5BG5B1176573	TC9069
Para	2009	Cutaway	8	2	No	Chevrolet	1GBJG31K191162328	TC1291
Para	2009	Cutaway	8	2	No	Chevrolet	1GBJG31K191160899	TC1290
Para	2009	Cutaway	8	2	No	Chevrolet	1GBJG31K391161262	TC1289
Para	2009	Cutaway	8	2	No	Chevrolet	1GBJG31K191160529	TC1287
Para	2009	Cutaway	8	2	No	Chevrolet	1GBJG31K591161232	TC1285
Para	2012	Cutaway	10	3	No	Chevrolet	1GB6G5BG7B1177952	TC9072
Para	2012	Cutaway	8	2	No	Chevrolet	1GB3G2BG3B1176847	TC9062
Para	2012	Cutaway	8	2	No	Chevrolet	1GB3G2BG9C1199034	TC9067
Para	2012	Cutaway	8	2	No	Chevrolet	1GB3G2BG6B1175126	TC9061
Para	2012	Cutaway	8	2	No	Chevrolet	1GB3G2BG6B1176308	TC9071
Para	2008	Cutaway	12	2	No	Chevrolet	1GBE4V1918F413482	TB5334
Para	2014	Cutaway	12	2	No	Chevrolet	1GB6G5BG7E1195470	TD7375
Para	2008	Cutaway	12	2	No	Chevrolet	1GBE4V1958F413419	TB5331
Para	2014	Cutaway	12	2	No	Chevrolet	1GB6G5BG8E1195865	238412
Para	2014	Cutaway	12	2	No	Chevrolet	1GB6G5BG1E1195142	TA7086