

## New Jersey Out of Network Transportation Provider Contracting Checklist

Thank you for taking the time to complete the Provider Transportation Packet. To ensure we process your packet as quickly and accurately as possible, please confirm that you have included all the required documents. Using the Checklist below, initial each line to indicate you have reviewed the document and it is ready to be processed.

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Company Name\*: Healthcare Transportation Service LLC Date: 06/02/13

Person Completing Packet: Ibrahim I Mohamed

Title: President.

Phone Number: 804-874-2736

\* Please be sure to use the complete and **legally** correct company name.

Initial	Requirements	Submitted
	Rate Table	<input type="checkbox"/>
	Account Setup Agreement	<input type="checkbox"/>
	Business Associate Agreement -Exhibit C	<input type="checkbox"/>
	Ownership and Control Disclosure	<input type="checkbox"/>
	Insurance Credentialing Checklist	<input type="checkbox"/>
	Certificate of Insurance (COI)	<input type="checkbox"/>
	Electronic File Transfer (EFT) Authorization Agreement (Optional)	<input type="checkbox"/>
	W-9 Form	<input type="checkbox"/>
	Transportation Provider Electronic Data Interchange (EDI) Packet	<input type="checkbox"/>
	Transportation Provider PDM-PBM Software Agreement (Optional)	<input type="checkbox"/>

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**EXHIBIT B**  
**to**  
**TRANSPORTATION AGREEMENT**  
**RATES, INVOICING AND PAYMENT TERMS**  
**entered into by and between**  
**LOGISTICARE SOLUTIONS, LLC ("LGTC")**  
**and**  
**Healthcare Transportation Service LLC ("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 scheduled through or by LGTC will be compensated.

	0-3 Miles	4-6Miles	7-10Miles	11-15 miles	16-20Miles	21-25 Miles	26-30Miles	31-35Miles	36-40Miles	40-45Miles	over45	Initials
<b>Ambulatory:</b>	\$40	\$45	\$45	\$ 50	\$ 55	\$ 60	\$ 67.50	\$ 80	\$ 80	\$95	\$ 95	i
<b>MAY/Ambulatory:</b>	\$45	\$45	\$50	\$55	\$60	\$65	\$72.50	\$85	\$85	\$100	\$100	i
<b>MAY/ Wheelchair:</b>	\$60	\$60	\$65	\$70	\$75	\$80	\$87.50	\$100	\$100	\$115	\$115	i
<b>BLS Load:</b>												
<b>BLS Per Mile:</b>												
<b>SCTUIALS Load:</b>												
<b>SCTUIALS Per Mile:</b>												
<b>Oxygen:</b>	\$ 10.00 (Charge is Der trip and requires prior approval											
<b>Assist Charge:</b>	\$ 10.00 (Charge is per trip and requires Priorapproval											
<b>Other</b>												

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## **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 Account Setup Agreement includes the following major provisions:**
  - Federal Tax ID#, or other identifying information for the Transportation Provider
  - Certification 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 Healthcare Transportation Service LLC, ("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, 6th Floor  
Atlanta, GA 30309  
Attention: Chief Administrative Officer  
(404) 888-5800

**Provider: Healthcare Transportation  
Service LLC**  
Address: \_\_\_\_\_  
**6826 Bingham  
Street Philadelphia PA 19111**

### **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 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 final frame for submitting claims to LGTC shall begin on the date of the denial of the claim by Medicare or other primary payer.

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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.

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 (770) 907-7596, within 48 hours of becoming aware of said breach. Failure to perform may constitute cause 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 Billing (Accounts Payable) 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.

This Agreement is entered into and effective as of this 4<sup>th</sup> day of June, 2013

LOGISTICARE SOLUTIONS, LLC  
Date: 6/11/13  
Signature: [Signature]  
Printed Name: Albert Cortina  
Title: CAO

PROVIDER: Healthcare Transportation Service LLC  
Date: 6/12/2013  
Signature: [Signature]  
Printed Name: Ibrahim L. Mohamed  
Title: President

**Internal Use Only**

GL Code: \_\_\_\_\_ Set up in AP: Y \_\_\_ N \_\_\_ By: \_\_\_\_\_

## EXHIBIT C

### BUSINESS ASSOCIATE AGREEMENT

**Provider Name:** HEALTHCARE TRANSPORTATION SERVICES LLC

This Business Associate Agreement ("Agreement") is entered into as of JUNE 2<sup>ND</sup> 2013, by and between LGTC and Provider ("BUSINESS ASSOCIATE") to comply with the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulations promulgated under HIPAA, and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

**Whereas**, LGTC and BUSINESS ASSOCIATE are parties to a pre-existing agreement (the "Prior Agreement"), pursuant to which BUSINESS ASSOCIATE provides services to LGTC; and

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

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

b. **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, 162, and 164, including without limitation the Interim Final Rule regarding Breach Notification for Unsecured Protected Health Information, dated August 24, 2009 and effective September 23, 2009.

c. **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.

d. **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.

e. **Protected Health Information ("PHI")** means individually identifiable health information (as defined in 45 CFR 164.501, or elsewhere, as applicable), limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of LGTC. 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.

f. **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.

g. **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 guidance.

h. **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 a covered entity or business associate 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 the covered entity or business associate, and such information is not further acquired, accessed, used, or disclosed; or (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at a facility operated by a covered entity or

business associate to another similarly situated individual at the same facility, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization.

i. 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.** BUSINESS ASSOCIATE agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE'S business and to carry out its legal responsibilities provided that: (i) such disclosures are required by law; or (ii) BUSINESS ASSOCIATE 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 immediately to notify the disclosing Party of any instance of which it is aware in which the confidentiality of the PHI has been breached; or (iii) 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.** BUSINESS ASSOCIATE 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 by law.

b. **Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards and warrants that it has established sufficient safeguards reasonably 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, BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. BUSINESS ASSOCIATE 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.

c. **Reports of Improper use or Disclosure.** BUSINESS ASSOCIATE shall report to LGTC, within five business days, any use or disclosure of PHI not provided for or allowed by this Agreement of which BUSINESS ASSOCIATE becomes aware. Without limiting the foregoing, BUSINESS ASSOCIATE agrees to report to LGTC, within five business days, 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 1- 800-486-7647.

d. **Breach Notification.** In the event of a Breach of Unsecured PHI, BUSINESS ASSOCIATE shall provide written notification to LGTC of such Breach as soon as reasonably possible so that LGTC can notify the affected individuals without unreasonable delay and no more than 60 calendar days from discovery of the Breach. A Breach is treated as discovered as of the first day on which the Breach is known to BUSINESS ASSOCIATE or, by exercising reasonable diligence, would have been known to the BUSINESS ASSOCIATE. Knowledge of a Breach by a member of the workforce or other agent of the BUSINESS ASSOCIATE (other than the person committing the Breach) is imputed to the BUSINESS ASSOCIATE. Consequently, BUSINESS ASSOCIATE shall implement reasonable policies and systems for discovery of Breaches and train its workforce members and agents to recognize and promptly report a Breach. BUSINESS ASSOCIATE understands and agrees that it bears the burden to prove why a Breach Notification is not required. Consequently, BUSINESS ASSOCIATE shall carefully document risk assessments and how any applicable exceptions are met.

e. **Contents of Breach Notification.** BUSINESS ASSOCIATE'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, if known; (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 BUSINESS ASSOCIATE 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. Notification must be provided in writing by first class mail to the designated LGTC HIPAA Compliance Officer. If the BUSINESS ASSOCIATE believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the BUSINESS ASSOCIATE shall also provide urgent notice to the designated LGTC HIPAA Compliance Officer via telephone, email or other appropriate means.

f. **Subcontractors and Agents.** BUSINESS ASSOCIATE agrees that anytime PHI is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract 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.

g. **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, BUSINESS ASSOCIATE will provide such access on behalf of LGTC. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524.

h. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

i. **Provide Accounting.** BUSINESS ASSOCIATE will document disclosures of PHI and information related to such disclosures as would be required for LGTC or LGTC's 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. BUSINESS ASSOCIATE will provide such information to LGTC upon request.

j. **Access to Books and Records.** BUSINESS ASSOCIATE 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 compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

k. **Return or Destruction of Information.** Upon request or at termination of this Agreement, BUSINESS ASSOCIATE agrees to return or destroy all PHI received from LGTC or LGTC's Clients, or created or received by BUSINESS ASSOCIATE on LGTC's behalf. If return or destruction of the PHI is not feasible, BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE elects to destroy the PHI, it shall certify to LGTC that the Protected Health Information has been destroyed.

l. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

m. **Sanction Procedures.** BUSINESS ASSOCIATE will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law. (45 CFR 164.530(e)(1)).

n. **Property Rights.** BUSINESS ASSOCIATE 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 by BUSINESS ASSOCIATE to LGTC, or created or received by BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE of the terms of this Agreement, LGTC shall either:

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

b. Immediately terminate the Prior Agreement if BUSINESS ASSOCIATE 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.** BUSINESS ASSOCIATE shall indemnify and hold LGTC harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses of any kind whatsoever, including, without limitation attorney's fees, witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by BUSINESS ASSOCIATE.

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, BUSINESS ASSOCIATE agrees to comply with such state law requirements.

d. **Third Party Participants.** BUSINESS ASSOCIATE agrees that any of LGTC's Clients to whom BUSINESS ASSOCIATE 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.** CLIENT and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that BUSINESS ASSOCIATE and CLIENT comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI.

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

**LOGISTICARE SOLUTIONS, LLC**

Date: 6/4/13  
Signature: *Albert Cortina*  
Printed Name: Albert Cortina  
Title: CEO

**PROVIDER**

Health Care Transportation Gen IK  
(Print or Type Provider Name)  
Date: 06/02/2013  
Signature: *[Signature]*  
Printed Name: IBRAHIM MOHAMED  
Title: PRESIDENT

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**Part A: Disclosure of Ownership and Control**  
**(Required by 42 C.F.R. 8455.104)**

Name of Provider: Healthcare Transportation Service LLC

1. List the name and address of each person with an ownership or control interest of 5% or more in the above named entity.

Name	Address	Percentage Interest
Ibrahim Mohmed	6826 Bingham Street, Suite#1 Philadelphia, PA, 19111	100%

2. 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		

3. 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
No	

*By signing this form, I certify that the information provided is true and correct. I will notify Log (st Care 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: IBRAHIM MOHAMED Title: PRESIDENT  
 (print or type) (print or type)

Signature: [Handwritten Signature]

Date: 06/02/2013

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

Name of Provider: Healthcare Transportation Service LLC

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
None		

***By signing this form, I certify that the information provided is true and correct. I will notify Log(st(Care Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent/or 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: Ibrahim Mohamed  
(print or type)

Title: President  
(print or type)

Signature: 

Date: 06/02/13

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# LogistiCare

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## LOGISTICARE INSURANCE CREDENTIALING CHECKLIST

**Provider**

Healthcare Transportation Service LLC

Insurance Certificate on file? Yes I No D

A current copy of your **INSURANCE CERTIFICATE** needs to be submitted along with the information below.

CREDENTIALING TYPE	EXPIRATION DATE	AMOUNT	Verified BY	
General Liability w/ "Broad Form" coverage (\$500,000)	11-30-2013	1,000,000	National Liability & Fire INS Co	See attached declaration page
Workers Compensation (For 1 or more)				
Vehicle Insurance (\$500,000) Any Auto <b>must</b> be selected as part of	11-30-2013	1,500,000	National Liability & Fire INS	
LogistiCare Additional Insured				
LogistiCare Certificate Holder				

**Additional Comments**

Healthcare Transportation Service will conduct service operation on Philadelphia county .

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W-9

January 2003  
Department of the Treasury  
Internal Revenue Service

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

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If Exempt from backup  
withholding

Name: Ibrahim I Mohamed

Business name, if different from above  
Healthcare Transportation Service LLC

Check appropriate box:  Sole proprietor  Corporation  Partnership  Other

Address (number, street, and apt. or suite no.)  
6826 Bingham Street, Philadelphia, PA, 19111  
City, state, and ZIP code

List account number(s) here (optional)

Taxpayer identification Number (TIN 30-0528869)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Pan I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number  
300528869

Part II: Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here signature of U.S. person P 

Date: 06/02/2013

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-9 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities),

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a 'saving clause.' Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

if you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for §
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



# 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: HEALTHCARE TRANSPORTATION SERVICE LLC

Mailing Address: 6826 BINGHAM STREET,  
SUITE# 1, PHILADELPHIA,  
PA,19111

Contact Name: IBRAHIM MOHMED

Job Title: PRESIDENT

Phone Number: 804-874-2736

Fax Number: 804-266-4881

Email Address: HTCS@YAHOO.COM

LogistiCare Provider Number (Shorthand):

Contracted Provider? Yes No x

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  Title PRESIDENT Name IBRAHIM MOHMED

Signature Title Name

Signature Title Name

New Providers include signed Originals with your contract documents.

Existing Providers Mail Originals to:

Provado Technologies, LLC.  
Attn: LogistiCare TP Services  
8647 Baypine Rd  
Suite 204  
Jacksonville, FL 32256

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2013 JUN 12 AM 8:07  
PA PUC  
SECRETARY'S BUREAU

## Electronic Data Interchange (EDI) Agreement for LogistiCare Transportation Providers

This is to certify that HEALTHCARE TRANSPORTATION SERVICES LLC of  
(Company Name)

6826 BINGHAM STREET, PHILADELPHIA, PA 19111 on  
(Street Address) (City) (State) (Zip Code)

the 2<sup>ND</sup> day of JUNE, 2013, 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.

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SECRETARY'S BUREAU

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**

Health Care Transportation  
(Print Name of Company)

[Signature]  
(Signature of Owner or Official)

IBRAHIM MOHAMED  
(Printed Name of Owner or Official)

PRESIDENT 06/02/13  
Title of Auth. Representative Date

[Signature]  
(Signature of Authorized Representative)

Albert Cortina  
(Printed Name of Authorized Representative)

(CAO) 6/4/13  
Title of Auth. Representative Date

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SECRETARY'S BUREAU

# LogistiCare EDI User Form

Please Type or Print Clearly

Date: 06/2/13

Provider Name: Healthcare Transportation Service LLC

Mailing Address: 6826 Bingham Street  
Philadelphia, PA, 19111

Phone Number: 804-874-2736

Fax Number:

804-266-4881

LogistiCare Provider Number (Shorthand): \_\_\_\_\_

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

- |   |  |
|---|--|
| <input checked="" type="radio"/> Add New User         | <input checked="" type="radio"/> LogistiCare TP Web Site |
| <input type="radio"/> Inactivate User                 | <input type="radio"/> Provado Dispatch and Billing Mgr.  |
| <input type="radio"/> Re-activate Existing User Login |  |
| <input type="radio"/> Password Reset                  |  |

User Last Name: MOHMED

User First Name: IBRAHIM

User Title: PRESIDENT

Authorized Signature:   
(From Operational information Form)

Fax to: Provado Technologies / Ann: LogistiCare TP Services  
Fax Number: 904-737-8104

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:

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SECRETARY'S BUREAU

## **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](mailto: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.

## 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, HEALTHCARE TRANSPORTATION SERVICE LLC** ("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.

(CD) "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.

(CE) "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

CA) Subject to the terms and conditions of this Agreement, Logistic&re 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


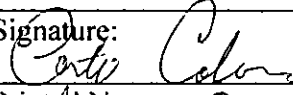
Provider supplies during the registration process. Any notices Provider or Users send to LogistiCare should be sent by email to info@Logisticare.com, or by regular mail to LogistiCare Solutions, LLC, c/o Provado Technologies, LLC, 8647 Baypine Road, Suite 204, Jacksonville, FL 32256. Notices will be 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.

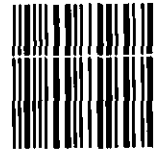
(F) Provider attests that the individual signing this Agreement is authorized to execute the Agreement and to bind Provider to the terms herein.

<b>Provider:</b> Health Care Transporter LLC	<b>LOGISTICARE SOLUTIONS, LLC</b>
<b>Signature:</b> 	<b>Signature:</b> 
<b>Printed Name:</b> IBRAHIM MOTTAP	<b>Printed Name:</b> Albert Cortina
<b>Title:</b> PRESIDENT	<b>Title:</b> CAO
<b>Date:</b> 06/02/2013	<b>Date:</b> 6/4/13

RECEIVED  
 2013 JUN 12 AM 8:08  
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From:

**Healthcare Transportation Services LLC**

6826 Bingham St. Suite 1

Philadelphia, PA 19111

To:

Commonwealth of Pennsylvania

Pennsylvania Public Utility Commission

**Bureau of Transportation and Safety**

P.O. BOX 3265, Harrisburg, PA 17105-3265

**Att: Lisa Milletics**

RECEIVED

2013 JUN 12 AM 8:06

PA PUC  
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RECEIVED  
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2013 JUN 10 AM 9:15

To Jodi Taylor

\* Please expedite =  
contract to be attached  
to Healthcare Transpor-  
tation Services, LLC at  
A-2012-2285459  
A-6413949  
Thanks, Lisa M.