

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 _____, ("Provider") enter into this Account Setup Agreement ("Agreement").

ARTICLE I. PURPOSE

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

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

ARTICLE II. PARTIES

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

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

ARTICLE III. GENERAL PROVISIONS

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

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

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

ARTICLE IV. SCOPE OF WORK

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

4.1 Certifications.

- a) Provider certifies and will provide conclusive documentation, as applicable, that it is in compliance with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
- b) Provider certifies that it carries \$_____ of auto liability insurance which meets or exceeds the state minimums for the vehicles being operated. Provider further certifies that it carries \$_____ of commercial general liability insurance. Provider shall submit current copies of its certificates of insurance indicating such auto and general liability coverage and naming LogistiCare Solutions, LLC as an additional insured upon execution of this Agreement and upon replacement, change or renewal of either insurance policy.
- c) Provider certifies that it is in compliance with applicable laws and regulation regarding criminal background checks and drug screens for all drivers, including fingerprinting if required by any law enforcement entity for the jurisdictions in which it performs NET services. Provider further certifies that all drivers meet current state and federal motor carrier safety regulations and guidelines.
- d) Provider certifies that vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
- e) Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
- f) Provider certifies that all information obtained regarding riders will be held in strict confidence and is used only as required in the performance of Provider's transportation services and that Provider shall comply will all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

4.3 As a condition of payment, Provider must submit accurate invoices to LGTC within 90 days of date of service. Required data to be included on trip logs is listed in the Transportation Provider Manual. Invoices not submitted within 90 days 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. Failure to include required data for each

trip will result in a denial of payment. Provider may resubmit denied trips for appeal by correcting data or adding missing data within 90 days of receipt of denial of payment or the trip will be disallowed in its entirety. If Provider must first bill Medicare or other primary payer, the timeframe for submitting claims to LGTC shall begin on the date of the denial of the claim by Medicare or other primary payer.

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

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

ARTICLE V. CONFIDENTIALITY, PRIVACY, and SECURITY

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

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

ARTICLE VI. AUDIT AND INSPECTION

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

ARTICLE VII. OTHER TERMS AND CONDITIONS

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

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

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

ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

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

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

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

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

LOGISTICARE SOLUTIONS, LLC

Effective Date: _____

Signature: _____

Printed Name: _____

Title: _____

PROVIDER: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Internal Use Only

GL Code: _____

Set up in AP: Y ___ N ___

By: _____