

Letter of Agreement
LogistiCare Solutions, LLC

Ambulance Provider

This Letter of Agreement, effective as of the ____ day of _____, 2018 shall serve as the Agreement between LogistiCare Solutions, LLC. ("LGTC"), and Pinellas County Emergency Medical Services DBA Sunstar EMS., a ("Provider"). The Provider's services pursuant to this Agreement shall be provided to LGTC on an "as needed" basis to LGTC.

1. **Scope of Services.** Provider shall, within the geographic service area of Provider, provide non-emergency ground transportation services as requested by LGTC in support of LGTC's business. Provider further agrees to:
 - a. Upon receipt of prior authorization from LGTC, to transport LGTC members/patients;
 - b. Obtain all required signatures on the Patient Care Report for each leg of the trip;
 - c. Report all details of any accident or incident to LGTC within 24 hours.
2. **Reimbursement.** LGTC will reimburse Provider for complete and properly submitted claims as follows for trips performed after the Effective Date of this Agreement: (1) Ambulance trips for Medicaid patients will be paid at the rate set forth by the state agency governing Medicaid payments current at the time of transport for Medicaid trips prior authorized and assigned to Provider; (2) Ambulance trips associated with Medicare patients will be paid at the rate set forth by Centers for Medicare and Medicaid Services (CMS) fee schedules current at the time of transport for Medicare trips prior authorized and assigned to Provider; and (3) Ambulance trips associated with the Medicaid compensable portion of Medicare Crossover claims will be paid at the rate set forth by CMS fee schedules current at the time of transport for the appropriate level of service and are not subject to prior authorization requirements.
3. **Member Protection Provision.** In no event, including, but not limited to, non-payment by LGTC for Non-Emergency Transportation ("NEMT") Services rendered for members by Provider, insolvency of LGTC, or breach by LGTC of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse for any Medicaid eligible transport against LGTC's Client or any transported member or persons acting on behalf of member for NEMT Services provided pursuant to this Agreement. Provider agrees not to maintain any action at law or in equity against LGTC's client(s) or any member to collect sums that are owed to Provider by LGTC under the terms of this Agreement even in the event that LGTC fails to pay, becomes insolvent or otherwise breaches the terms and conditions of the Agreement.
4. **Laws, Regulations, Licenses and Insurance.** Provider shall maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide NEMT Services via ambulance according to the laws of the jurisdiction in which services are provided, and shall provide quality and safe transportation services, and comply with all applicable laws, statutes, ordinances, rules and regulations governing the performance of services herein.
5. **Independent Provider Status of Parties.** LGTC and Provider are independent contractors with respect to the performance of the terms and conditions of this Agreement. Neither party shall be considered the employee nor agent of the other, and Provider shall determine the manner and methods of performance of Provider's services under this Agreement.
6. **HIPAA Compliance and Data Protection.** Provider shall comply with all terms and conditions of the HIPAA Business Associate Agreement attached hereto.
7. **Term and Termination.** The term of this Agreement shall be for a period of one year, and shall automatically renew for successive periods of one year unless either party provides 30 days prior written notice to the other party of its

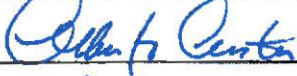
intent not to renew. Further, this Agreement may be terminated by either party without cause upon 30 days written notice to the other party. This Agreement may be terminated immediately by LGTC for any action or inaction of Provider that affects the safety of any person. Provider is a Florida governmental entity and is required by Fla. Stat. 129.06 to legislatively determine an annual budget. In the event that sufficient funds are not budgeted in any succeeding fiscal year (October 1 - September 30), this Agreement shall terminate on the last day of the then current fiscal year without penalty or expense to Provider.

- 8. **Credentials.** Provider shall supply LGTC with current copies of the following credentials: (1) State (and local, if required) Ambulance Service License; (2) W-9; and (3) Proof of General Liability, Auto, and Workers Compensation Insurance coverage. Provider shall also supply upon contract execution and annually thereafter applicable disclosures of ownership and control as required by 42 C.F.R. §§ 455.104, 455.105 and 455.106.

- 9. **Nondiscrimination.** Provider agrees that no person shall, on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all federal and state laws and regulations against discrimination including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and Age Discrimination Act of 1975. Provider shall furnish all information required by LGTC or any state or federal agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

LOGISTICARE SOLUTIONS, LLC

By: 
 Title: Albert Costina, Chief Administrative Officer
 Date: 7/24/18

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES DBA SUNSTAR EMS

By: _____
 Title: _____
 Date: _____

Address: PO Box 31074
Tampa, FL 33631

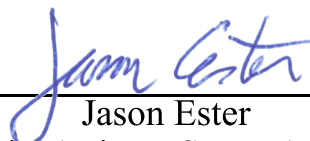
PINELLAS COUNTY, FLORIDA
By and through its Board of County Commissioners

By: _____
 Title: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: 
 Jason Ester
 Senior Assistant County Attorney