

**CYNTHIA RANSBURG-BROWN**

ATTORNEY AT LAW

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**SIROTE**  
— & —  
**PERMUTT**  
A PROFESSIONAL CORPORATION

March 9, 2010

**PERSONAL & CONFIDENTIAL**

**VIA EXPRESS MAIL**

Walter L. Thomas, Jr.  
Secretary  
Alabama Public Service Commission  
P.O. Box 304260  
Montgomery, Alabama 36130

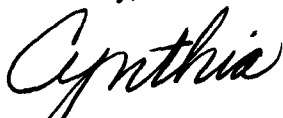
Re: Submission of Application for Motor Carrier Certificate (Extension of Services)  
Reliable Transport, L.L.C.

Dear Secretary Thomas:

Our law firm has the pleasure of representing Charlene Pugh Thomas and submitting, on her behalf and on behalf of Reliable Transport, L.L.C., one (1) original and ten (10) copies of the attached Application for Motor Carrier Certificate. Ms. Thomas is requesting an expansion of her current transportation services to include non-ambulatory, wheelchair services. We respectfully request that this Application be assigned for hearing on the next available monthly docket. The nonrefundable application fee of \$100 is also enclosed.

If you have any questions, regarding the enclosed, please contact me directly.

Sincerely,



Cynthia Ransburg-Brown  
FOR THE FIRM

- c. Charlene Pugh (w/enclosures)  
Ronald A. Levitt, Esq. (w/enclosures)



DOCSBHM\1646336\2\

LAW OFFICES AND MEDIATION CENTERS  
2311 HIGHLAND AVENUE SOUTH BIRMINGHAM, ALABAMA 35205  
POST OFFICE BOX 55727 BIRMINGHAM, ALABAMA 35255-5727  
TELEPHONE | 205.930.5100 FAX | 205.930.5101 URL | <http://www.sirote.com>

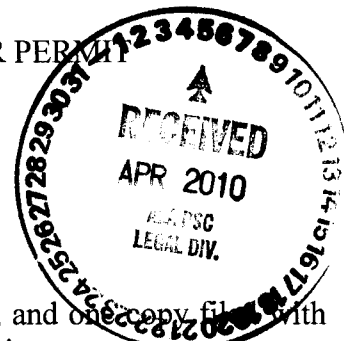
Birmingham | Huntsville | Mobile

APSC FORM NO. 14  
PASSENGERS  
(EXCEPT TAXI & CHARTER BUS)

DOCKET NO. \_\_\_\_\_  
(Commission use only)

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

Before the  
ALABAMA PUBLIC SERVICE COMMISSION  
P.O. BOX 304260  
MONTGOMERY, AL 36130



This application should be typed, the original, properly signed and sworn to, and one copy filed with the Commission. If any section herein is not applicable to the proposed operation, so state.

I. Application of Reliable Transport, LLC  
(Name)

DBA Reliable Transport  
(Trade Name)

(State whether individual, partnership, corporation, or other form of enterprise)

Whose business address is 6838 Scooter Drive  
(Street)

Trussville, Alabama 35173 (Mailing Address: P.O. Box 2116, Alabaster, Alabama 35007)  
(City) (State) (Zip Code)

Telephone No. (205) 281-2190 Fax No. (205) 833-4111

II. Appropriate authority is applied for to: \* \_\_\_ institute a new operation; X Extend an existing operation (Cert. No. 3907); \_\_\_ change an operation; engage in dual operations as a X Common or \_\_\_ Contract carrier by motor vehicle, in intrastate commerce over \_\_\_ Regular or X Irregular routes in the transportation of: (If passengers, so state and indicate if it is desired to transport baggage of passengers in separate vehicle.)

Reliable Transport is currently licensed by the Public Service Commission, by and through that Motor Carrier Certificate of Public Convenience and Necessity 3907, to transport passengers and their baggage in non-emergency medical service in intrastate commerce over irregular routes: (1) between all points in Shelby County, and (2) from all points in Shelby County to all points in Jefferson County and return (hereinafter "Licensed Transportation Services"). Reliable Transport also holds Certificate For Non-Profits B-14 authorizing operations as a common carrier for non-profits. Reliable Transport respectfully requests to expand its current license enabling it to provide Licensed Transportation Services to ambulatory and non-ambulatory passengers (requiring wheelchair assistance) (a) between all points in Jefferson, Perry, Shelby, St. Clair, and Talledega counties; and (b) from all points in Jefferson, Perry, Shelby, St. Clair, and Talledega to all points in said counties and return. It is not desired to transport baggage of passengers in a separate vehicle.

JAG 4/5/10

*ambulatory and non-ambulatory passengers with their baggage including passengers requiring wheelchair assistance between all points in Jefferson, Perry, Shelby, St. Clair and Talledega counties*

\* Place an "X" in appropriate space to indicate applicable phrase or phrases. (Rev. 1/02)

As follows: (Give detailed description of territory, or if appropriate, routes and intermediate and/or off-route points)

Reliable Transport transports its passengers and their baggage in non-emergency medical service between all points in Shelby County and from all points in Shelby County to all points in Jefferson County and return. It commonly transports passengers from Alabaster, Calera, Helena, Hoover, and Vincent to Shelby Baptist Medical Center, which is located in Alabaster and serves as Shelby County's only hospital. Reliable Transport also transports passengers from these areas to Alabaster Dialysis, Shelby Ridge Nursing Home, Cahaba Valley Dialysis, 1022 Towers (Alabaster Doctor's Office) and Shelby Mental Health Center, as well as many other health care providers' offices located in Shelby County (and return). Reliable Transport seeks to broaden its services by transporting non-ambulatory patients within this territory.

In addition to the valuable services it provides in Shelby County, Reliable Transport transports passengers from all points in Shelby County to all points in Jefferson County and return. It commonly transports passengers from Alabaster, Calera, Helena, Hoover, and Vincent to Brookwood Medical Center, The Kirklin Clinic, and Trinity Medical Center, as well as other health care providers' offices located in Jefferson County (and return). Reliable Transport seeks to broaden its services by transporting non-ambulatory patients within this territory. It also seeks to transport ambulatory and non-ambulatory patients between all points in, and from points in Jefferson, Perry, St. Clair, and Talladega counties to all points in said counties and return.

III. The proposed operation will be: \* X year-round or \_\_\_\_\_ seasonal between \_\_\_\_\_ and \_\_\_\_\_ Approximately  
(Day & Month) (Day & Month)  
\_\_\_\_\_ times each \_\_\_\_\_; \_\_\_\_\_ on schedule, \_\_\_\_\_ not on  
(Number) (Day, week, month, year)  
schedule, \_\_\_\_\_ on call.

IV. Applicant proposes to use approximately five (5) motor vehicles in the proposed service  
(Number)  
described above, of the kind and type described in Appendix "A" hereto attached. (Give detailed description showing type, make, model, rated capacity and motor number.) **Please see attached.**

V. A financial statement showing in detail applicant's current financial condition, is attached hereto as Appendix "B". **Please see attached.**

VI. The extent, if any, to which the applicant is directly or indirectly affiliated with, controlled by, or under common control or management with any other carrier subject to Chapter 3 7-3, Code of Alabama 1975, is as follows: **Not Applicable.**

VII. A map showing the proposed operation, also the pertinent portions of applicant's present authority, if any, is attached as Appendix "C". **Please see attached.**

VIII. An executed and dated copy (s) of contract (s) under which applicant proposes to operate is/are attached hereto as Appendix "D". (Note: Applicants for a permit to operate as a contract carrier must furnish this information.) **Please see attached.**

- IX. Attached hereto is a check in the amount of \$100.00 in payment of application fee  
(Check, cash, or otherwise)  
as required by the Commission.
- X. Applicant will introduce approximately four (4) witnesses at the hearing, and will require  
(Number)  
approximately 2.0 hour (s) to present evidence.  
(Number)
- XI. Copy of Articles of Incorporation is attached as Appendix "E" or is already on file with the Alabama Public Service Commission under Docket Number 30415.
- XII. Applicant understands that the filing of this application does not in itself, constitute authority to operate; will submit such additional information in connection with this application as the Commission may require; and will comply with the requirements of Chapter 37-3, Code of Alabama, and the rules and regulations of the Commission made thereunder, as are applicable to the operations herein proposed.

Applicant's Attorney or Representative: Cynthia Ransburg-Brown, J.D.

Sirote & Permutt, P.C. 2311 Highland Avenue South

(Address)

Birmingham, Alabama 35205

(City)

(State)

(Zip Code)

Telephone Number: (205) 930-5289

\* Place an "X" in appropriate space to indicate applicable phrase or phrases.

OATH

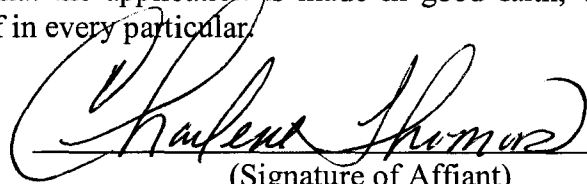
COUNTY OF JEFFERSON

STATE OF ALABAMA

Charlene Thomas

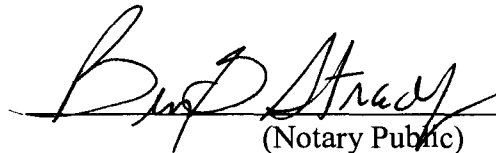
(Name of Affiant)

being duly sworn, states that he files this application as owner of applicant Reliable Transport, LLC, that in such capacity, she is qualified and authorized to file and verify such application; that she has carefully examined all the statements and matters contained in the application; and that all such statements made and matters set forth therein are true and correct to the best of her knowledge, information, and belief. Affiant further states that the application is made in good faith, with the intention of presenting evidence in support thereof in every particular.



(Signature of Affiant)

Subscribed and sworn to before me, a Notary Public in and for said State and County above named, this 14<sup>th</sup> day of February, 2010,



(Notary Public)

(Seal)

My Commission expires 6/23/11.

## Appendix “A”

Reliable Transport proposes to use two (2) motor vehicles in the proposed service, of the following kind and type:

1. 2006 E 350 XL Ford 15 Passenger Van  
Color: White  
Rated capacity:  
Motor number:  
VIN #: 1FBSS31L26DB44958
2. Dodge Caravan  
Color: White  
Rated capacity:  
Motor number:  
VIN#: 1D4GP45R76B609613
3. Dodge Grand Caravan  
Color: Balck  
VIN#: 1D4GP24R56B605159
4. Ford Freestar 4.2L  
Color: Gray  
VIN#: 2FM2A52245BA65161; and
5. Chevy 3500LS 15 Passenger Van  
Color: White  
VIN#: 1GAHG3QR321112749

## **Appendix “B”**

A financial statement showing in detail Reliable Transport’s current financial condition

# Income Statement

RELIABLE TRANSPORT, LLC

Jan. 01, 2009 to Dec. 31, 2009

Financial Statements in U.S. Dollars

## Revenue

|                  |              |                     |
|------------------|--------------|---------------------|
| Gross Sales      | \$321,937.33 |                     |
| Less Allowances  | \$0.00       |                     |
| <b>Net Sales</b> |              | <b>\$321,937.33</b> |

## Cost of Goods Sold

|                            |        |                     |
|----------------------------|--------|---------------------|
| Beginning Inventory        | \$0.00 |                     |
| Add: Purchases             | \$0.00 |                     |
| Freight-in                 | \$0.00 |                     |
| Direct Labor               | \$0.00 |                     |
| Indirect Expenses          | \$0.00 |                     |
| Inventory Available        | \$0.00 |                     |
| Less: Ending Inventory     | \$0.00 |                     |
| <b>Cost of Goods Sold</b>  |        | <b>\$0.00</b>       |
| <b>Gross Profit (Loss)</b> |        | <b>\$321,937.33</b> |

## Expenses

|                             |             |                     |
|-----------------------------|-------------|---------------------|
| Advertising                 | \$0.00      |                     |
| Amortization                | \$0.00      |                     |
| Bad Debts                   | \$0.00      |                     |
| Bank Charges                | \$601.44    |                     |
| Charitable Contributions    | \$0.00      |                     |
| Commissions                 | \$0.00      |                     |
| Contract Labor              | \$0.00      |                     |
| Depreciation                | \$0.00      |                     |
| Dues and Subscriptions      | \$0.00      |                     |
| Employee Benefit Programs   | \$0.00      |                     |
| Insurance                   | \$4,800.00  |                     |
| Interest                    | \$0.00      |                     |
| Legal and Professional Fees | \$2,500.00  |                     |
| Licenses and Fees           | \$1,055.00  |                     |
| Miscellaneous               | \$0.00      |                     |
| Notes Payable               | \$49,959.99 |                     |
| Office Expense              | \$400.00    |                     |
| Payroll Taxes               | \$9,046.66  |                     |
| Postage                     | \$0.00      |                     |
| Rent                        | \$6,887.53  |                     |
| Repairs and Maintenance     | \$3,647.97  |                     |
| Supplies                    | \$845.01    |                     |
| Telephone                   | \$6,060.00  |                     |
| Travel                      | \$0.00      |                     |
| Utilities                   | \$7,230.76  |                     |
| Vehicle Expenses            | \$52,465    |                     |
| Wages                       | \$64,666.66 |                     |
| <b>Total Expenses</b>       |             | <b>\$210,166.35</b> |
| <b>Net Operating Income</b> |             | <b>\$111,770.98</b> |

## Other Income

|                               |        |                     |
|-------------------------------|--------|---------------------|
| Gain (Loss) on Sale of Assets | 0      |                     |
| Interest Income               | \$0.00 |                     |
| <b>Total Other Income</b>     |        | <b>0</b>            |
| <b>Net Income (Loss)</b>      |        | <b>\$111,770.98</b> |



# Balance Sheet

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## Reliable Transport, LLC.

January 01, 2009 to December 31, 2009

### ASSETS

#### Current Assets

|                             |                 |
|-----------------------------|-----------------|
| Cash                        | \$15,200        |
| Accounts receivable         | 27,800          |
| (less doubtful accounts)    | 0               |
| Inventory                   | 0               |
| Temporary investment        |                 |
| Prepaid expenses            | 3,905           |
| <b>Total Current Assets</b> | <b>\$46,905</b> |

#### Fixed Assets

|                                 |                  |
|---------------------------------|------------------|
| Long-term investments           | \$0              |
| Land                            | 0                |
| Buildings                       |                  |
| (less accumulated depreciation) | 0                |
| Plant and equipment (13 Busses) | \$243,041        |
| (less accumulated depreciation) |                  |
| Furniture and fixtures          | 4,320            |
| (less accumulated depreciation) | 0                |
| <b>Total Net Fixed Assets</b>   | <b>\$247,361</b> |

|                     |                  |
|---------------------|------------------|
| <b>TOTAL ASSETS</b> | <b>\$294,266</b> |
|---------------------|------------------|

### LIABILITIES

#### Current Liabilities

|                                    |                 |
|------------------------------------|-----------------|
| Accounts payable                   | \$0             |
| Short-term notes                   | 37,470          |
| Current portion of long-term notes | 0               |
| Interest payable                   | 0               |
| Taxes payable                      | 4,855           |
| Accrued payroll                    | 0               |
| <b>Total Current Liabilities</b>   | <b>\$42,325</b> |

#### Long-term Liabilities

|                                    |            |
|------------------------------------|------------|
| Mortgage                           | \$0        |
| Other long-term liabilities        | 0          |
| <b>Total Long-Term Liabilities</b> | <b>\$0</b> |

#### Shareholders' Equity

|                                   |                  |
|-----------------------------------|------------------|
| Capital stock                     | \$0              |
| Retained earnings                 | 251,941          |
| <b>Total Shareholders' Equity</b> | <b>\$251,941</b> |

|                                       |                  |
|---------------------------------------|------------------|
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>\$294,266</b> |
|---------------------------------------|------------------|

## **Appendix “C”**

A map of the proposed operation, also the pertinent portions of Reliable Transport’s present authority

**RELIABLE TRANSPORT, LLC**  
Current Transportation Service Area



**RELIABLE TRANSPORT, LLC**  
Counties in Request for Expansion



**RELIABLE TRANSPORT, LLC**  
Transportation Service Area After Expansion



## **Appendix “D”**

Executed and dated copies of contracts under which Reliable Transport proposes to operate

# Access2Care

## SUBCONTRACTOR AGREEMENT

**THIS SUBCONTRACTOR AGREEMENT** is made between Access2Care, LLC ("A2C") and Reliable Transportation the subcontractor (the "Subcontractor") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

**WHEREAS**, A2C on occasion needs subcontractors to provide medical transportation, non-medical transportation ambulance, para-transit and wheelchair services to A2C customers in various locations;

**WHEREAS**, A2C wishes to retain Subcontractor to perform certain tasks in furtherance of this effort as set forth in this Agreement; and

**WHEREAS**, Subcontractor wishes to perform, and is capable of performing such tasks upon request by A2C.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Provision of Services.** Subcontractor will provide the transportation services described in Schedule "A" hereto (the "Services") to patients ("Patients") of A2C's customers on the conditions, if any, described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"), only when and as requested by A2C.
2. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-kickback statute. Subcontractor's vehicles will conform to applicable state regulations and be duly licensed for the transportation of Patients. All Subcontractor personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.
3. **Term.** The initial term of this Agreement shall be one year, commencing on the Commencement Date set out in Schedule "A" hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
4. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing, A2C may terminate this Agreement immediately upon: (i) the failure of Subcontractor to respond to requests by A2C for the provision of Services to Patients within the Service Area or (ii) following Subcontractor's loss or suspension of licensure necessary for the provision of the Services or reduction or loss of Subcontractor's insurance coverage.
5. **Scheduling of Services.** A2C shall schedule and request any and all Services to be provided by Subcontractor pursuant to this Agreement. There will be no minimum notice required for the provision of emergency Services, if such Services are to be provided hereunder. A2C will use best efforts to provide a minimum of 30 minutes notice for non-emergency Services and a minimum 12 hours notice for wheelchair Services. Any different or additional Subcontractor scheduling requirements shall be set forth in Schedule "A".
6. **No Utilization Obligation.** A2C does not guarantee any level of utilization of Subcontractor and A2C is under no obligation to utilize Subcontractor for any Services.
7. **Standards for Services.** Subcontractor represents and warrants that (a) any and all Services shall be provided in accordance with prevailing industry standards of quality and care, applicable to the Services provided; and (b) any and all Services rendered shall be performed in a good and workmanlike manner.
8. **Compensation and Billing.** Prior to or at the commencement of any scheduled Service, A2C shall instruct Subcontractor to bill either: (i) a third-party payor or Patient; or (ii) A2C.
  - (i) *Services billed to Payors or Patients.* If A2C directs Subcontractor to bill a third-party payor or Patient, A2C will provide Subcontractor with Patient billing information, including all documentation available to A2C that is necessary for third-party payor reimbursement and

determination of medical necessity when applicable. Subcontractor shall be responsible for all Patient and third party billing and shall bill in accordance with all applicable laws and any applicable membership agreement between a Patient and health plan. Subcontractor shall not seek payment from A2C or A2C's customer for any such Services and neither A2C nor its customer shall have any financial responsibility for such Services.

(ii) *Services billed to A2C.* For any Services for which A2C has accepted responsibility for payment and A2C has provided Subcontractor with an authorization number, A2C shall pay Subcontractor within twenty-one (21) days of receipt of an invoice in a format reasonably acceptable to A2C. Subcontractor shall submit its invoice within forty-five (45) days of the date that Services were provided by Subcontractor – failure to submit its invoice within this time period will result in non-payment by A2C to Subcontractor. Subcontractor shall not seek payment from A2C's customer, the Patient or any third-party payor for any such Services. A2C shall reimburse Subcontractor at the rates set forth in Schedule "B" and Subcontractor shall accept the rates in Schedule "B". Provided that A2C has authorized the Subcontractor to bill the Patient, the preceding sentence shall not preclude Subcontractor from billing a Patient for any Patient responsible amounts under the requirements of the Patient's applicable health plan membership agreement, e.g., co-payment, co-insurance or deductible.

9. **Record Retention.** Subcontractor will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
10. **Audit Rights.** Subcontractor shall, within a reasonable amount of time after written notice from A2C provide representatives of A2C or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate to this Agreement. This obligation of Subcontractor shall survive for a period of three (3) years following final payment

under this Agreement or until such later time as required under applicable law and regulation.

11. **Indemnity.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
12. **Insurance.** Subcontractor currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Subcontractor arising out of the Services under this Agreement. Subcontractor shall maintain comprehensive general and automobile liability coverage with limits no less than one million (\$1,000,000.00) per occurrence and one million (\$1,000,000.00) annual aggregate. Subcontractor shall maintain, if applicable, medical professional liability coverage with limits no less than one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) annual aggregate and workers' compensation insurance in the statutory required amounts. Subcontractor shall cause A2C and, upon request, any A2C customer to be added as an additional insured to all such policies. Subcontractor shall provide to A2C upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) days prior written notice to A2C. Further, Subcontractor's insurance shall be primary in the event of any claim resulting from Services provided by Subcontractor and shall be exhausted in full prior to any contribution from any other source. Subcontractor shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement.
13. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

**IF TO SUBCONTRACTOR:**

Reliable Transportation  
106 1<sup>st</sup> S.W.  
Alabaster, Alabama 35007  
Attn: Charlene Pugh



**IF TO A2C:**

Michael Hite  
Access2Care, LLC  
National Manager of Provider Networks  
6200 S. Syracuse Way, Suite 200  
Greenwood Village, CO 80111

With Mandatory Copy to:

Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, Colorado 80111

14. **Confidentiality.** All information with respect to the operations and business of a party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.
15. **HIPAA Compliance.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.
16. **Relationship.** In the performance of this Agreement, each party shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.
17. **Compliance Program and Code of Conduct.** A2C has made available to the Subcontractor a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at its parent company's (American Medical Response) web site, located at: [www.amr.com](http://www.amr.com), and the Subcontractor acknowledges receipt of such documents. A2C warrants that its personnel shall comply with A2C's compliance policies, including training related to the Anti-kickback Statute.
18. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
19. **Background Investigation.** Subcontractor warrants and represents that it has performed a background investigation on employees that provide patient care Services or drive vehicles. The investigation report includes the following:
- Social Security Number Verification
  - Criminal Search (7 years or up to 5 criminal searches)
  - Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years
  - OIG List of Excluded Individuals/Entities
  - Sex Offender Registry

GSA List of Parties Excluded from Federal Programs

Department of Motor Vehicle Driving History

State and Local Licensure Verification

Drug Screen

Upon request and from time-to-time, Subcontractor shall provide A2C with a continuing certification.

20. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. Subcontractor represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

21. **Other.** During the term of this Agreement and for a period of six (6) months following termination of this Agreement: Subcontractor shall not provide transportation services to any A2C customer that Subcontractor has rendered Services to under this Agreement, either directly or through a network of providers or intermediary other than A2C; or (ii) solicit any such A2C customer to obtain transportation services from Subcontractor either directly or through such

other network or intermediary in the Service Area.

22. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

23. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Access2Care, LLC

By:

Steven Murphy - President

Reliable Transportation

By:

Print Name:

Print:

Title:

## **SCHEDULE "A"**

### **I. Services:**

#### **A. Transportation Services**

If checked, Subcontractor shall provide the following transportation services (the "Services"):

- ☐ "Advanced Life Support" or "ALS";
- ☐ "Basic Life Support Service" or "BLS";
- ☐ "Specialty/Critical Care Transportation" or "SCT" or "CCT" or Neonatal Transports;
- ☐ "Wheelchair Van": non-Ambulance ground transportation provided for non-ambulatory patients;
- ☐ "Non-Medical Stretcher Van" non-Ambulance ground transportation provided for non-ambulatory patients;
- ☒ "Para-transit Services": non-Ambulance and non-Wheelchair transportation provided to ambulatory patients;  
or
- ☐ "Other": \_\_\_\_\_

#### **II. Service Area:**

Services shall be provided in and around Birmingham, Alabama to include Jefferson, Chilton and Shelby counties and in other locations as may be agreed upon by the parties.

### **III. Commencement Date**

The Commencement Date referred to in Section 3 of this Agreement shall be: January 8, 2009

### **IV. Scheduling Requirements**

In accordance with Section 5 of the Agreement, different or additional Subcontractor scheduling requirements shall be:

Internet Access

### **V. Additional Requirements**

Additional Subcontractor administrative and operational requirements shall be set forth by in the Network Provider Manual

### **VI. Co-payments**

Some Members may have a co-pay amount which will be identified to Subcontractor at the time the Service is ordered. Subcontractor may attempt to collect this co-pay amount, either at the time of Service or by billing afterwards to the Member but the Subcontract shall provide the Service to the Member, regardless of when or whether the Member pays. The co-pay amount is in addition to the amount that Subcontractor may be reimbursed under this Agreement. Subcontractor shall only bill the Member for the co-pay amount and neither AMR, the applicable Health Plan nor any other payor shall be liable for payment of the co-pay amount due to the Subcontractor by a Member. Subcontractor shall only bill Members for the co-pay amount where Subcontractor receives an express authorization from AMR.

**SCHEDULE "B"**  
**RATES**

| Ambulance Services                                  | HCPC  | Rate |
|---|-------|------|
| BLS Non-Emergency (one way)                         | A0428 | N/A  |
| BLS Emergency (one way)                             | A0429 | N/A  |
| ALS Non- Emergency (one way)                        | A0426 | N/A  |
| ALS-Emergency (one way)                             | A0427 | N/A  |
| Specialty/Critical Care Transport-SCT/CCT (one way) | A0434 | N/A  |
| Mileage, per urban mile                             | A0425 | N/A  |

| Other Services   | HCPC  | Rate                                    |
|--|-------|---|
| Wheelchair Van (patient must need w/c during the transport) (one way)  | A0130 | \$30.00 load fee<br>includes five miles |
| Wheelchair Van mileage   | S0209 | \$1.40/mile for all miles over 5        |
| Para-transit (patient is able to transport without a wheelchair or an ambulance) (one way)   | A0120 | \$17.00load fee<br>includes five miles  |
| Para-transit mileage   | S0215 | \$1.40/mile for all miles over 5        |
| IV start   | 90760 | N/A                                     |
| Non-Medical Stretcher Van (patient must need to be in a prone position during transport but does not require an ambulance * only applies where allowed by regulatory agency) (one way) | T2005 | N/A                                     |
| Non-Medical Stretcher Van mileage  | S0215 | N/A                                     |
| Other  | A0999 | N/A                                     |

**\*AMR does not pay for "No Shows", "Dry Runs" or "Deadhead" miles.**

# Provado Technologies, Inc.

## LogistiCare Transportation Provider EDI Operational Information

Please Type or Print Clearly

Company Name: Reliable Transportation LLC  
Mailing Address: P.O. Box 2116  
Alabaster, Alabama 35173  
Contact Name: Charlene Pugh  
Job Title: Owner  
Phone Number: (205) 664-7776  
Fax Number: (205) 664-7770  
Email Address: Reliable Transprt @ bell South.net

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

Contracted Provider? ☒ Yes ☐ No

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

|                                   |                       |               |
|-----------------------------------|-----------------------|---------------|
| <u>Charlene Pugh</u><br>Signature | <u>owner</u><br>Title | _____<br>Name |
| <u>Jerome Pugh</u><br>Signature   | <u>owner</u><br>Title | _____<br>Name |
| _____<br>Signature                | _____<br>Title        | _____<br>Name |

Mail Originals to:

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

RECEIVED

# Provado Technologies, Inc.

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

This is to certify that

Reliable Transportation LLC. of  
(Company Name)

P.O. Box 2116, Alabaster, ALA 35007 on  
(Street Address) (City) (State) (Zip Code)

the 9th day of June, 2009, 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, Inc. by virtue of this agreement. This agreement only governs the terms under which the undersigned Transportation Provider may submit electronic transactions while performing services for LogistiCare Solutions, LLC.

3. Access to LogistiCare's secure website may be terminated at any time by LogistiCare Solutions, LLC or Provado Technologies, Inc. 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 own 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.

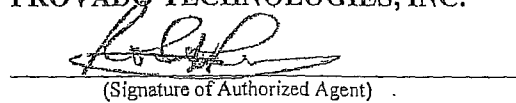
TRANSPORTATION PROVIDER

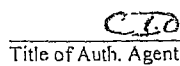
  
(Signature of Owner or Official)

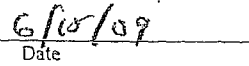
  
Title of Auth. Agent

  
Date

PROVADO TECHNOLOGIES, INC.

  
(Signature of Authorized Agent)

  
Title of Auth. Agent

  
Date

From:

## Non-Emergency Medical Transportation Account Setup Agreement

Based upon the following recitals, the sufficiency of which is hereby acknowledged, LogistiCare Solutions, LLC ("LGTC") and Reliable Transportation 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  
1800 Phoenix Blvd., Suite 120  
College Park, GA 30349  
Attention: Chief Administrative Officer  
(770) 907-9796

Provider: Reliable Transportation LLC  
Address: P.O. Box 2116 Alabaster, ALA 35001  
Address:  
Contact Name: Charlene Pugh / Shantell Smuels  
F.E.I.# or SS#: [REDACTED] Phone #: (205) 664-7776

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



From:

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 1<sup>st</sup> day of January, 2010

LOGISTICARE SOLUTIONS, LLC

Date: 12/11/09  
Signature: [Signature]  
Printed Name: Douglas Pratt  
Title: Operations Manager

PROVIDER:

Reliable Transportation LLC  
Date: 12/11/09  
Signature: [Signature]  
Printed Name: Charlene Pugh  
Title: Owner